



# THE FINE PRINT

## Truffleduck Catering Agreement

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1 Definitions

In these conditions, the following shall apply unless the context otherwise requires:

- (a) "Truffleduck" means Truffleduck Pty. Ltd. (ABN: 093 025 604) of 66 Hyland Street (Hamilton Highway), Fyansford Victoria.
- (b) "Agreement" means this Catering Agreement and the terms and conditions contained within it.
- (c) "Deposit" means the amount forwarded by the Customer to Truffleduck evidencing booking confirmation and acceptance of the General and any Specific Terms and Conditions.
- (d) "Facilities" means either 'Balmoral' the premises at 66 Hyland Street (Hamilton Highway), Fyansford Victoria and/or modifications extensions or alterations added to it from time to time or/ ii (see private location).
- (e) "Confirmation" means a confirmation receipt forwarded to the Customer by Truffleduck as evidence of acceptance of the Customer's cleared Deposit.
- (f) "Customer" means the person or organisation entering into this Agreement with Truffleduck.
- (g) "Function" means any catering event that Truffleduck has agreed to provide goods and services to a Customer under this Agreement
- (h) "Function Charges" means all charges applicable to a Function including food, staff charges, equipment hire and any other charges.
- (i) "Special Terms and Conditions" means any Terms

and Conditions contained in the application which are specific to a particular Function.

- (j) "Preliminary Payment" means the amount payable under Clause 4(a)(ii).
  - (k) "Final Amount" means the total amount charged to the Customer by Truffleduck inclusive of all costs, taxes and charges.
- #### 1.2 Customer to Ensure Compliance
- The Customer will ensure that its servants, officers, contractors, guests, members, patrons and invitees comply with this Agreement.

### 2. CATERING CHARGES

Catering packages for Truffleduck are quoted and charged:

- (a) Inclusive of food, preparation and service for the duration of the Function for a minimum of 50 people (Functions with less than 50 people are subject to a facilities hire charge). Friday and Saturday nights minimum 70 people.
- (i) At Balmoral a venue hire fee is applicable to ensure exclusive use for bookings of less than 50 guests.
- (ii) At Balmoral priority room allocation is also subject to a venue fee.
- (b) Function Duration:
  - (i) Lunchtime: maximum 4 hours up to 4:00pm
  - (ii) Evening: maximum 5 hours up to 1:00amFunction Duration can be extended if required at an additional cost
- (iii) Cocktail function duration as quoted
- (c) In Australian Dollars.
- (d) Inclusive of a 10% Goods and Services Tax (Any taxes applicable shall be based on the gross value of the final tax invoice).
- (e) Subject to change at any time due to seasonal variation and price fluctuations.

### 3. FACILITIES

For facilities other than "Balmoral", the customer shall be responsible for:

- (a) Booking any facilities (where applicable) and confirming with Truffleduck that such bookings have been placed.
- (b) Paying costs associated with any booking of facilities.
- (c) Truffleduck can be engaged to make these bookings on the customers behalf if requested.

### 4. CONFIRMATION OF BOOKING

- (a) A tentative booking will remain in place for ten (10) days from the time of booking.
- (b) A booking will be deemed confirmed upon receipt of a deposit equal to \$2,000 or 50% of the expected final balance whichever is the lesser. Corporate bookings require an official purchase order in lieu of deposit.

### 5. PAYMENT

#### 5.1 Terms of Payment

- (a) The Customer must pay Truffleduck the fees as set out below: Fees will not be accepted as paid until funds are cleared through Truffleduck's bank account.
  - (i) Unless an alternative arrangement is in place with Truffleduck, full payment of the Deposit is required to confirm the booking. This amount will be applied against the final tax invoice as part consideration.
  - (ii) Preliminary Payment equal to 75% of the quoted price is payable twenty one (21) days prior to the function.
  - (iii) The Final Amount payable minus the Deposit and Preliminary Payment as provided by Truffleduck, is payable upon receipt of account.

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## 5.2 Payment Method

Truffleduck accepts the following payment methods:

- (a) Cheque – Cheques are to be made payable to Truffleduck Pty. Ltd.
- (b) Bank Deposit – In branch or online methods accepted. Account details will be provided upon request
- (c) Cash
- (d) Credit Card – Visa and Mastercard only, a credit transaction will incur a bank administration fee of 1.95%

## 5.3 Non Payment

If the Customer does not fulfil the payment obligations specified in Clause 5.1 Truffleduck has the right to terminate the Agreement in which case the Deposit will not be refunded.

## 6. CANCELLATION

- (a) In the regrettable circumstances that a Customer cancels a Function, the following conditions apply:
  - (i) Monies paid under 5.1 Terms of Payment will be refunded if Truffleduck is able to make an equivalent booking confirmation with another customer for the contracted date minus an administration fee based on the following formula:
    - Cancellation greater than 12 months - 25% of deposit
    - Cancellation greater than 6 months but less than 12 months – 50% of deposit
    - Cancellation less than 6 months forfeit of deposit
  - (ii) Monies paid under 5.1 Terms of payment will not be refunded if Truffleduck is unable to make an equivalent booking confirmation with another customer for the contracted date.
- (b) Transfer of functions to an alternate date will be subject to the following conditions.
  - (i) Within 12 months of the scheduled event an administration fee of 50% of deposit.

(c) In the unlikely event that Truffleduck cancels a Function, all monies received from the Customer will be refunded in full.

## 7. FINAL NUMBERS

- (a) Final confirmed numbers must be provided to Truffleduck seven (10) days prior to the Function date and are the basis of the Final Amount charged. Increases to the advised numbers inside 10 days will be subject to a 25% surcharge.
- (b) Decreases to confirmed numbers provided under Clause 6(a) are non-refundable.

## 8. BAND AND CREW MEALS

- (a) Meals and non-alcoholic drinks for band members, production personnel etc. POA and must be provided in the final confirmed numbers as set out in Clause 7.
- (b) It is Truffleduck's policy that alcohol will not be provided to or permitted to be consumed by contractors who are professionally engaged.

## 9. DAMAGE AND INSURANCE

The Customer will be held financially responsible for damage or loss sustained to any items in the facilities, or to the facilities, however caused, by the Customer, its servants, officers, contractors, guests, members, patrons, invitees or any other persons associated with them.

## 10. CUSTOMER OBLIGATIONS

The Customer must:

- (a) Allow Truffleduck and its agents, servants and employee's free access to and egress from all parts of the Facilities
- (b) Not carry on or allow to be carried on in or at the Facilities any behaviour or activity, that is in the opinion of Truffleduck dangerous, noxious, offensive, illegal, noisy or objectionable

- (c) Not allow excessive noise or sound to be heard beyond the boundaries of the Facilities after 1.00am
- (d) Not use or allow the Facilities to be used for any purpose other than that for which it was designed
- (e) Observe all relevant statutes, statutory rules and regulations, notices and orders

## 11. LIABILITY OF AND INDEMNITY TO TRUFFLEDUCK

The Customer indemnifies Truffleduck to the fullest extent permitted by law from and against:

- (a) All claims, demands, writs, summonses, actions, suits, proceedings, judgements, orders, decrees, damages, costs, losses and expenses of any nature which Truffleduck may suffer or incur in connection with the loss of life, personal injury or damage to the property incurred or suffered directly or indirectly in connection with this Agreement, the use of the Facilities by the Customers, its servants, officers, contractors, guests, members, patrons, invitees or any other persons associated with them except where such injury, loss or damage arises by reason of an act or omission of Truffleduck or its employees, agents or subcontractors.
- (b) Truffleduck is not liable or responsible to the Customer or any servants, officers, contractors, guests, members, patrons, invitees or any other persons associated with them for any loss of life, personal injury or damage to or loss of property which may be suffered at any of the Facilities except where such injury, loss or damage arises by reason of an act or omission of Truffleduck or its employees, agents or subcontractors.

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## 12. PREMATURE TERMINATION

Truffleduck shall be entitled to cancel the Agreement without notice if:

- (a) The Customer fails to fulfil any of its obligations laid down in this Agreement
- (b) The Customer alters the purpose of the Function without the approval of Truffleduck
- (c) Truffleduck becomes aware of conditions under which the execution of the Function could jeopardise public safety or order, or potentially involve an unacceptable risk of personal injury to any persons or damage to property.

## 13. BASIS OF AGREEMENT

Performance of this Agreement is contingent upon the ability of Truffleduck to complete the same, and is subject to labour troubles, disputes, strikes or picketing, accidents, government (federal, state or local) requisitions, restrictions upon travel, transportation, food, supplies, equipment failure, and other causes whether enumerated herein or not, which are beyond the control of Truffleduck. In no event shall Truffleduck be liable for loss of profit or consequential damages, whether based on breach of contract, warranty or otherwise. In no event shall Truffleduck liability be in excess of the total amount of the Catering Package agreed heretofore.

## 14. MARKETING

Truffleduck actively markets its services in all forms of media including print, web, and internet based social networks. Given the prolific use of these networks and the difficulty to monitor them Truffleduck reserves the right to use images captured at events for which they are catering unless individuals specifically deny permission.



# SIGN ME UP!

I/We \_\_\_\_\_ (Name) have read, understood and accepted the Terms and Conditions.

The type of function being \_\_\_\_\_ on the proposed date of \_\_\_\_/\_\_\_\_/20\_\_\_\_ at \_\_\_\_\_

The expected number of guests \_\_\_\_\_ Number of children \_\_\_\_\_

Selected option \_\_\_\_\_ Beverage package \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

*NB: This is a tentative booking only and will be held for ten (10) days. Confirmation of your booking will be made once your deposit payment is received in accordance with this Agreement. Please sign and send original to Truffleduck by mail or email.*