

WINE & DINE'M CATERING (SCS TRADING)

General and Specific Conditions & Terms

1. DEFINITIONS & INTERPRETATION

Definitions - In these conditions, the following shall apply unless the context otherwise required:

(a) "Wine & Dine'm Catering" means SCS Trading (QLD) Pty Ltd (ABN 71 162 590 196).

(b) "SCS Trading" and "Wine & Dine'm" refers to the entity at, 108 Norman St, Woolloongabba 4102.

(c) "Facilities" or "Location" means the venue and/or any area set out in the catering agreement or by the client where catering services are being provided by Wine & Dine'm.

(d) "Client" means the person or organisation entering into this agreement with Wine & Dine'm. The Client is the signatory and is unconditionally liable for any monies owed under the terms of the agreement.

(e) "Event charges" mean all charges applicable to a function including food and beverage and any other charges.

(f) "Projected Function Costs" mean the sum reasonably estimated by Wine & Dine'm to be the total cost of the function.

(g) A "business day" or "Working day" means the days between and including Monday to Friday and do not include public holidays and weekends.

2. HIRE OF FACILITIES

The Client is responsible for all venue/site booking, requirements & the venue's agreements, terms & conditions.

Any specific venue/location terms & conditions that may affect any services of Wine & Dine'm must be disclosed by the client at the time of booking.

3. CATERING CHARGES

Food & beverage menus are quoted exclusive of service staff, equipment

hire & delivery charges unless otherwise indicated.

4. CONFIRMATION OF BOOKING

(a) Upon receiving an enquiry for catering & services, a catering agreement will be supplied to the client.

(b) Confirmation will only occur when Wine & Dine'm receives a signed catering agreement, 25% deposit & credit card details to be kept on file for event incidentals/security.

(c) Wine & Dine'm reserves the right to cancel a booking if a signed catering agreement, 25% deposit & credit card details are not received in accordance with the terms of the agreement.

(d) Wine & Dine'm catering proposals are all valid for one (1) calendar month from their date of issue. After this date another proposal may need to be issued should you wish to proceed.

5. PAYMENT

5.1 Terms of Payment – Non approved credit

(a) Once confirmation has been made by the Client & approved by Wine & Dine'm in line with 4 (c) A 25% deposit of projected function costs will be required along with credit card details to be kept on file for event incidentals/security

(b) Ten (10) working days prior to the event a further 50% (totalling 75% deposit) of the quoted amount will be required.

(c) Final balance owing ("the estimated final tax invoice") will be invoiced three (3) working days prior to the event & must be paid prior to the event date. Remittance advice is mandatory for all direct transfers.

(d) The client agrees for any event incidentals or beverage consumption charges to be charged to the credit card on file after the event, only if the client fails to pay the final invoice

within three (3) business days from the function date. A separate invoice will be sent detailing additional costs/outstanding balance the next business day after the event.

5.2 Terms of Payment – Approved credit arrangements

(a) Clients approved for a credit arrangement by the management of Wine & Dine'm are required to provide details for credit request form OR credit card details within the payment confirmation email to confirm the Event. Credit request forms must be submitted more than one (1) month from the function date for approval by Wine & Dine'm management.

(b) Full event charges & any additional charges incurred during the event will be invoiced by Wine & Dine'm at the conclusion of the function ("the final tax invoice") and is payable within three (3) business days.

(c) If the Client does not fulfil the payment obligations specified in the terms of the agreement, Wine & Dine'm has the right to pursue immediate action for recovery of monies owed.

5.3 Methods of Payment

(a) Acceptable methods of payment are cash, direct deposit, Visa, AMEX, MasterCard and bank cheque. For all credit card payments a surcharge of total transaction value inclusive of GST will be applied. Visa/MasterCard – 1.35% AMEX – 1.76%

(b) Failure to pay an invoice within the terms as noted on the invoice will imply that the client agrees to pay costs of a collection agency or a solicitor for recovery.

6. CANCELLATION / POSTPONEMENT

(a) In the regrettable circumstances that a Client cancels an event/order,

notification must be provided in writing & Wine & Dine'm shall be entitled to the following payment:

- If the cancellation or postponement is notified 31 days or more prior to the event date Wine & Dine'm will offer a full refund of the deposit however a 3% admin fee of projected function costs will be charged.
 - Between ten (10) business days & 30 days from function date a 25% deposit shall be retained, with postponement option considered once received in writing to your Event Manager.
 - Between four (4) business days and nine (9) business days of function/event date, 75% of projected function costs will be retained by Wine & Dine'm.
 - If the cancellation is notified (3) three business days or less prior to the date of the function, 100% of the projected event charges shall be payable by the client.
- (b) An event cancellation will only be accepted if received in writing.
- (c) An event postponement will only be considered if received in writing and discussed with the management of Wine & Dine'm.

7. TERMINATION OF AGREEMENT

7.1 Wine & Dine'm may terminate this agreement immediately upon giving notice to the Client if:

- (a) The Client breaches any material provision of this agreement;
- (b) Wine & Dine'm become aware of conditions under which the holding of the function could jeopardise public/staff safety or involve an unacceptable risk of personal injury or damage to property.

7.2 Wine & Dine'm may cancel a booking at any time if an emergency, threat or danger is present to any person or damage to property of business exists. Wine & Dine'm may cancel a booking at any time if the use of the facility or venue is prohibited or hindered by any industrial action. Deposits paid by the client will be refunded partially or in full as is appropriate.

8. FINAL DETAILS

- (a) Final confirmed guest numbers and final dietary requirements are required via email to your event manager by 12pm four (4) business days out from your event date. This will be the minimum number of guests that will be charged for.
- (b) Final confirmed menu selections must be provided to your event manager via email by 12pm ten (10) business days prior to your event date.
- (c) If the confirmed guest numbers increase within 36 hours prior to the event Wine & Dine'm will do our best to accommodate this change but can not guarantee menu selection. A last minute rush fee may apply.

In the event that the Client wishes to make changes to the event before or during the Event, providing that such change is possible, the Client is liable for covering all costs in relation thereto. The Client further understands that last minute changes can impact the quality of the event & that Wine & Dine'm Catering is not responsible for these compromises in quality.

In providing our services, any reasonable instruction given to you by us or our suppliers must be followed. In the event that you or your guests fail to follow our reasonable instructions, resulting in loss or damage, you will be liable for said loss or damage.

During the event, any issues that arise shall be brought to the attention of the Event Supervisor who will provide the client options to remedy the situation.

9. STAFF COSTS

All staff are charged on a minimum call - chefs for 4 hours, supervisors/wait staff for 3 hours. Quoted staff hours are an estimate and may vary depending on final menu selection, guest numbers, venue requirements, event/function duration & actual on the day event

proceedings. Any additional staffing costs will be charged in the final invoice.

10. MINIMUM HEAD CHARGE

Wine & Dine'm reserves the right to impose a minimum head/spend policy. The minimum head policy applies to catering (food & beverage) costs only. The Client will be notified of minimum head requirements when the catering agreement is developed.

11. PUBLIC HOLIDAY/SUNDAY SURCHARGE

Please note that a surcharge applies on staffing, food, beverage & all event costs held on Public Holidays, whether or not the Public Holiday is gazetted at the time of confirmation.

12. MENU & DIETARY REQUIREMENTS

- (a) Whilst all care will be taken to provide special meals to meet all dietary requirements, Wine & Dine'm is unable to guarantee that any meal will be 100% free of all traces of nuts, dairy, gluten or other products that may produce allergic reactions in certain people. For extreme allergies, special arrangements must be discussed with your Event Manager.
- (b) All dietary requirements must be provided in writing to the Event Manager by 12pm four (4) business days out from your event date.
- (c) Whilst all care will be taken to identify guests who have requested a special dietary meal, the responsibility lies with the guest to identify themselves to service staff.
- (d) Should guest dietary requirements exceed 20% of the total pax, a custom menu will need to be discussed & selected with the Event Manager & charges may apply.

13. TAXES/GST

All prices quoted are in Australian dollars. Individual items & services exclude 10% goods & services tax.

14. PRICING

Prices are quoted on current costs, & may be subject to alteration at any

time. Wine & Dine'm reserves the right to change or remove menu items based upon seasonal availability and CPI increases.

15. RUN SCHEDULE

Should the Client require an event to run according to a specific schedule, the Client must provide the necessary information (draft version acceptable) by 12pm at least ten (10) business days prior to the function date. A finalised agenda is required no later than by 12pm four (4) business days prior to the event. If this information is not received by this time, Wine & Dine'm will assume that the originally specified details are correct, & run the event accordingly.

16. BEVERAGES

(a) Wine & Dine'm provide beverage menus including options for beverage packages & consumption.

(b) Beverages on consumption may include minimum spend as detailed in section 10.

(c) Supplying your own beverages is subject to approval by your Event Manager & chosen venue. Supplying your own beverages may incur a corkage fee or handling fee.

17. SUPPLIERS

Wine & Dine'm have preferred suppliers for all AV, theming, equipment hire and like requirements. Speak with your Event Manager for further details.

18. BUMP IN/BUMP OUT DETAILS

(a) The following information must be conveyed to your Event Manager at least ten (10) business days prior to the event date

- A telephone number & names of venue contacts
- Expected time of staff & guest arrival
- Equipment requirements; &
- A list of all areas that Wine & Dine'm will require access to.

(b) Final details & function run schedule must be provided as per section 8. And include bump in & bump out timings.

(c) Bump in & bump out costs are dependant on venue access & storage & may vary.

19. ADDITIONAL CHARGES

(a) Delivery charges apply to all catering, equipment & any additional items that may be required for the event. This includes venue access bump in & bump out availability.

(b) All delivery & staff travel charges are based on travel time or distance.

(c) Losses & breakages due to client or guest negligence will be invoiced for full replacement cost on "final invoice" balance within three (3) working days after event/function.

20. CLEANING/WASTE

Waste will not be taken off site/venue by Wine & Dine'm unless otherwise arranged with Management of Wine & Dine'm.

Clients must arrange with the site/venue to ensure appropriate waste removal facilities are provided. If Wine & Dine'm are responsible for removing waste from site, additional charges will apply.

21. SECURITY CHARGES

Wine & Dine'm reserves the right to determine the security required for any function and the client will be responsible for this cost.

22. RESPONSIBLE SERVICE OF ALCOHOL

Wine & Dine'm promotes & enforces a stringent Responsible Service of Alcohol Policy. Wine & Dine'm reserves the right to refuse service to any person or persons, or cancel an event in accordance with that policy. The company is licensed to sell Liquor until 12.00am midnight after which time no alcohol will be served. All guests will be checked on arrival for proof of age where alcohol is being consumed.

23. INSURANCE

Wine & Dine'm maintains public liability policies. However, it is necessary for the Client to arrange their own insurance cover for property damage & public liability, where it could be considered their liability.

24. GOVERNING LAW

This Agreement is to be governed by & construed in accordance with the laws & State of Queensland.

25. CONFIDENTIAL INFORMATION

The Client must keep all information concerning Wine & Dine'm confidential & not use or disclose confidential information other than when exercising its rights under this Agreement.