

WINE & DINE'M CATERING (SCS TRADING (QLD) PTY LTD)

Catering and Event Services - General and Specific Terms & Conditions

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 Street, Woolloongabba QLD 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/location 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.**

Please check your quote/invoice in its entirety to ensure everything has been itemised to avoid disappointment. If it is

not noted on your booking it will not be provided.

4. CONFIRMATION OF BOOKING

- a) Upon receiving an enquiry for catering and 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 and 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 a 25% deposit of projected function costs will be required.
- b) Five (5) working days prior to the event a further 75% (totalling 100% deposit) of the quoted amount will be required. *For all private events and weddings final 100% payment will be required 10 working days prior.
- c) A separate invoice will be sent detailing additional costs/outstanding balance the next business day after the event.
- d) The client agrees that any event incidentals or beverage consumption charges will be charged to a nominated credit card on file after the event, if the client fails to pay the final invoice within three (3) business days from the function date.

5.2 Terms of Payment – Approved credit arrangements

- a) Clients wanting to be approved for a credit arrangement by the management of Wine & Dine'm are required to provide details for credit request.
- b) Confirmation via written or online approval of quotation is required 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.
- c) Full event charges and 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 payable within three (3) business days or within agreed credit approved payment terms.
- d) 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.
- b) Credit card payments will attract a surcharge on the total transaction value inclusive of GST and will be applied in line with Payment Surcharges Act. Current credit card payment surcharges; Visa/MasterCard – 1.35% and AMEX – 1.76%.
- c) 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.

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6. EVENT POSTPONEMENT

An event postponement will only be considered if received in writing and discussed with the management of Wine & Dine'm.

- a) Postponed events must be re-booked at the time of postponement. If you wish to change your secured date and the new date requested is not available, this will be deemed as a cancellation see below cancellation policy.
- b) Rescheduling must be received in writing to be effective.
- c) A change of date request 30 days or more prior to the date of your confirmed event, is subject to availability and additional admin fees may be charged on a case to case basis.
- d) If you request a change of date within 30 days of your confirmed date, the non-refundable admin fee will be waived and your event will be transferred to your new date, subject to availability.

7. EVENT CANCELLATION

In the regrettable circumstances that a Client cancels an event/order, notification must be provided in writing, will only be accepted if received in writing and Wine & Dine'm shall be entitled to the following payment:

- a) If the cancellation is notified 31 days or more prior to the event date Wine & Dine'm will offer a full refund of the deposit however a 10% admin fee INC GST of projected function costs will be retained.
- b) Between ten (10) business days and 30 days from function date a 25% deposit, plus a 10% admin fee INC GST of projected function costs shall be retained PLUS any additional non refundable supplier invoices e.g. AV, Entertainment etc, with postponement option considered once received in writing to your Event Manager.
- c) If the cancellation is notified (9) nine business days or less prior to the date of the function, 100% of the projected event charges, shall be payable by the Client.

8. TERMINATION OF AGREEMENT

- 8.1 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.
- 8.2 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.
- 8.3 Wine & Dine'm will not accept the harassment of staff by patrons attending an event and reserves the right to suspend service or cancel an event as a result. The client will be liable for the full cost of the event.

9. FINAL DETAILS

- a) Final confirmed menu selections, dietaries & crew meals must be provided to your Event Manager via email by 12pm ten (10) business days prior to your event date. *Wedding menu selections are required twenty (20) working days prior.
- b) Final confirmed guest numbers and final dietary requirements are required via email to your Event Manager by 12pm five (5) business days out from your event date. This will be the minimum number of guests that will be charged for (with exception of minimum menu selection numbers). *For all Private and Wedding events final details

will be required ten (10) working days prior.

- c) If the confirmed guest numbers increase within 72 hours prior to the event Wine & Dine'm will do our best to accommodate this change but cannot guarantee menu selection. A last minute rush fee may apply.
- d) 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 and that Wine & Dine'm Catering is not responsible for these compromises in quality.
- e) 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.
- f) 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.

10. STAFF COSTS

- a) All staff are charged on a minimum call - chefs for 4 hours, supervisors/wait staff for 3 hours.
- b) Weekend, after 12am staff times incur additional charges.
- c) 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.
- d) Any additional staffing costs will be charged in the final invoice.

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11. MINIMUM SPEND/PAX CHARGE

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

12. PUBLIC HOLIDAY/SUNDAY SURCHARGE

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

13. 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 dietaries, allergens & special meals requirements must be provided in writing to the Event Manager by 12pm five (5) 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 15% of the total pax, a custom menu will need to be discussed & selected with the Event Manager & charges may apply.
- e) Wine & Dine'm agree to cater what is considered a standard "dietary requirement" within the price of the quoted menu. This is not applicable for "dietary preferences". Dietary preferences can incur additional fees which can be discussed with your event manager. Further information [here](#).

14. TAXES/GST

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

15. PRICING

Prices are quoted on current costs and may be subject to alteration at any time. Wine & Dine'm reserves the right to change or remove menu items based upon seasonal availability, CPI increases and any changes in input costs.

16. 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 run sheet 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 and run the event accordingly.

17. BEVERAGES

- a) Wine & Dine'm provide beverage menus including options for beverage packages and consumption.
- b) Beverages on consumption may include minimum spend as detailed in **section 11**.
- c) Supplying your own beverages is subject to approval by your Event Manager and chosen venue. Supplying your own beverages may incur a corkage fee or handling fee.

18. SUPPLIERS

Wine & Dine'm have preferred and recommended suppliers for all AV, theming, equipment hire and a-like requirements. Speak with your Event Manager for further details or download our [wedding supplier guide](#) or [corporate supplier guide](#).

19. 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

- All contact mobile numbers and names of venue and suppliers
 - Expected time of staff, supplier and guest arrival
 - Equipment requirements, access and building information
 - A list of all areas that Wine & Dine'm will require access to.
- b) Final details and function run schedule must be provided as per **section 9**. And include bump in & bump out timings.
 - c) Bump in and bump out costs are dependent on venue access and storage, they may vary from time to time depending on the venue.

20. ADDITIONAL CHARGES

- a) Delivery charges apply to all catering, equipment and any additional items that may be required for the event. This includes venue access bump in and bump out availability.
- b) All delivery and staff travel charges are based on travel time or distance.
- c) Losses and breakages due to client or guest negligence (such as glassware) will be invoiced for full replacement cost on "final invoice" balance within three (3) working days after event or function.
- d) Additional charges apply to events where the agreed run schedule changes, changes to equipment or timings that differ from the original approved event details than the on the day of the event.

21. CLEANING/WASTE

- a) Waste will not be taken off site/venue by Wine & Dine'm unless otherwise arranged with Management.
- b) Clients must arrange with the location to ensure appropriate waste removal facilities are provided. If Wine & Dine'm are responsible for removing waste from site, additional charges will apply.

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22. 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.

23. RESPONSIBLE SERVICE OF ALCOHOL

- a) Wine & Dine'm promotes and is guided by the Responsible Service of Alcohol and Liquor Act 1992. Wine & Dine'm reserves the right to refuse service to any person or persons or cancel an event in accordance with that policy or act.
- b) The company is licensed to sell Liquor until 12.00am midnight with catering after which time no alcohol will be served.
- c) All guests will be checked on arrival for proof of age where alcohol is being consumed.

24. 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.

25. GOVERNING LAW

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

26. CONFIDENTIAL INFORMATION

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

27. COVID PLAN AND POLICIES

Wine & Dine'm operate under an approved COVID industry safe plan for specific types of dining and service.

As a general rule, if there is a change to the government restrictions and a lock down is imposed whereby your event cannot be physically held safely, then Wine & Dine'm will work with the client to reschedule or postpone the function

as per the terms outlined in Section 6 & 7.

If the government restrictions enforce a border closure and some, or all your guests are unable to attend the function date, Wine & Dine'm will work with the client to reschedule the function date as per Section 6 event postponement terms.

If you have any concerns about the current COVID restrictions or our ability to host your event, please view our COVID policy [here](#) or speak with your Event Manager to discuss your options.