

ANGIE'S KITCHEN

TERMS OF BUSINESS

ORDER CONFIRMATION

Tentative Booking – Booking will be considered tentative pending receipt of a deposit, and will be held without obligation, for a period of fourteen (14) days. Once this period has elapsed Angie's Kitchen reserves the right to cancel an unconfirmed booking.

Confirmation of Booking – The booking will be considered as confirmed upon receipt of 50% of the function price (as per the proforma invoice) deposit, together with the completed Booking Application Form.

If a booking is made less than five (5) days prior to the function date the client must pay 100% of the function price based on minimum numbers quoted.

Expected Attendance – The number of guests stated by the client on the Booking Application Form ("Expected Attendance") is a realistic expectation of attendance and is the basis upon which the booking is accepted by Angie's Kitchen.

Slippage – If within three (3) days prior to the function the Expected Attendance reduces by 25% or more, the client will be liable to pay 50% of the charges applicable to the number of guests by which the attendance was reduced.

CATERING SERVICES AND SECURITY

Food and Beverage Pricing – The prices listed with the menus are current at the time of quotation.

Food and Beverage Menus: Provision and Service – If due to unforeseen circumstances Angie's Kitchen is unable to provide the agreed menu or services Angie's Kitchen reserves the right to adapt the menu or services in consultation with the client.

If Angie's Kitchen is prevented from performing its obligations in respect of any booking, for any cause outside of its control, it shall be entitled to cancel any such booking without liability, but if so requested, will use reasonable endeavours to transfer the booking to another day menus for any dietary requirements notified with three (3) days of an event. Any costs involved for outsourcing catering to specialist companies (e.g. Kosher, wheat free) will be chargeable. If we are notified of any allergies, we will insure that these ingredients are not used in the food provided; however we cannot guarantee any dishes free from trace elements due to the nature of the kitchens. It is the client's responsibility to notify Angie's Kitchen of any dietary requirements before the event, any requirements notified after the three (3) day period may not be catered for.

Indemnity – The client shall at all times indemnify Angie's Kitchen, its owner and employees in respect of any liability, claim or proceeding arising in respect of personal injury to or the

death of any person or arising in respect of any loss, damage or loss of use of property in any way relating to the function or relating to persons attending the function except to the extent of contribution of any negligent act or omission of Angie's Kitchen. Liability shall be limited to the price which has been invoiced in respect of that particular event.

Client supplying equipment – If the client is supplying any type of equipment for cooking or other reason, the client will ensure that the equipment is in safe working order. Angie's Kitchen takes no responsibility if the event is hindered by the client's equipment or for any accidental damage to client's equipment by our staff or other circumstance, any damage made to equipment can be discussed with Angie's Kitchen post event.

FINAL DETAILS

Menu and Service Details – For the smooth running of the function, the planning of menu and service details is to be finalised five (5) days prior to the function.

Final details – It is the client's responsibility to check all final details are correct when sent to them to ensure smooth running. It is the client's right to ask for a final proposal with all details included.

PAYMENT

Payment of accounts - Unless otherwise agreed to, the client must forward full payment to Angie's Kitchen five working (5) days prior to the function, either by cash or bank transfer.

If a booking is made five working (5) days or less prior to the function date, the client must forward full payment on confirmation based on the minimum numbers quoted.

Cancellation for failure to pay – Angie's Kitchen reserves the right to cancel the booking if payment is not received from the client within the prescribed time.

Refunds for overpayments – Any refunds for over payments will be processed within fourteen (14) days of the date of the function.

Cancellation Policy

In the regrettable situation that the client cancels the function, written notification is required, and the following cancellation fees will apply:

- Ninety (90) days or more prior to the function full deposit will be returned to the client by Angie's Kitchen
- At least thirty (30) days but less than ninety, twenty five per cent (25%) of deposit will be retained by Angie's Kitchen
- Less than thirty (30) days prior to the function fifty per cent (50%) of deposit will be retained by Angie's Kitchen
- Less than five (5) days prior to the function one hundred per cent (100%) of deposit will be retained by Angie's Kitchen

SURCHARGES

Public Holiday Surcharge - A surcharge of 25% is applicable for any function held on a

declared public holiday. For functions extending into a public holiday a surcharge maybe applicable pending level of service required.

Additional Staffing Charges - All staff attending a function must be paid for a minimum of four (4) hours work. If they are required to stay later than 11pm, the client will be responsible for paying their taxi fare home. Wherever possible, Angie's Kitchen shall book staff that live close together and can therefore share the taxi ride.

We reserve the right to charge for taxis at earlier finishing times, for locations where public transport is unavailable, unreliable or unsafe.

For longer events - over six (6) hours, the client is responsible for the food costs to feed the waiting staff, band and DJ, photographer and event/venue manager. This would either be at the same charge as the other guests, for the same menu, or an agreed cheaper meal alternative.

Client Responsibility – The client is responsible for providing the following:

- Heating, power and water, unless agreed prior to the event, and a charge will be incurred waste disposal, unless agreed prior to an event, and disposal charges will be incurred first aid and fire fighting equipment.
- A clean and safe environment for Angie's Kitchen staff and guests.