



These terms and conditions of sale ("**Terms**") apply to the purchase of catering services and products by the buyer (hereafter referred to as "**Applicant**", "**Customer**", "**you**", and "**your**") from **Apple Tree Chapel Pty Ltd** (ABN 56 636 544 646) (hereafter referred to as "**Apple Tree Catering**", "**we**", "**us**" and "**our**") in response to the attached written quotation presented to you by Apple Tree Catering ("**Quotation**").

1. QUOTATION AND AGREEMENT

- 1.1. All Quotations issued by Apple Tree Catering for the supply of Catering Services, Labour, Food and/or beverage Products (hereafter referred to collectively as "Catering Services") will remain open for acceptance for the period stated in the Quotation or, if none is stated, for fourteen (14) days. In all other cases, prices payable are those currently in effect in Apple Tree Catering then current pricelist.
- 1.2. Your purchase of Apple Tree Catering Services and Products in response to the Quotation is governed by the terms of any order confirmation we may send you in response to receiving your order or signed Quotation, ("**Order Confirmation**"), these Terms and any additional terms referenced in the Quotation (together, the "**Agreement**"). Any other terms and conditions submitted by you on any purchase order are hereby expressly excluded. In the event of a conflict between the terms of the Quotation and these Terms, the terms of the Quotation will prevail to the extent of the inconsistency.
- 1.3. Apple Tree Catering endeavours to provide fair and accurate information in relation to all costs associated with delivering the Catering service and products. Items that are supplied to you, **at your request**, as part of the catering service that are not included, or costed as part of this quotation, will be added to the final invoice at prices payable to those currently in effect in Apple Tree Catering, or its subcontractor(s) then current pricelist.

2. PRICES

The prices for the Products and/or Services are as stated in the written Quotation. Quoted prices are **inclusive** of goods and services tax ("**GST**"). You must pay us any GST that may be levied or assessed against us in relation to the supply of the Products and/or Services. If we pay any GST you agree to reimburse us the amount of such GST on demand.

3. PAYMENT

- 3.1. The payment terms are stated in the written Quotation. In the absence of any such statement, you must pay us in Australian Dollars 25% of the total price within 7 days from the date of booking the Catering service from us of the Catering Services and/or supply of the Products ("the deposit"). The balance of the total quotation amount (75% of the total quoted amount) is payable no later than 7 days before the scheduled catering event.
- 3.2. If you: (a) do not pay for an invoice by the due date; or (b) assign any of your property for the benefit of your creditors, enter into or threaten to enter into bankruptcy, receivership, liquidation, voluntary administration, or any other type of insolvency regime, and a Service has not been paid for in full, at the time, then Apple Tree Catering may, upon 7 days written notice to you: (i) suspend and/or cancel any of its outstanding obligations under the Agreement; (ii) charge you a debt recovery fee at an initial rate of fifteen (15) % or any applicable maximum statutory rate on all unpaid amounts calculated, as well as charge you for all collection costs and legal fees incurred by Apple Tree Catering in connection with the late payment

4. CHANGES AND CANCELLATIONS – APPLICABLE TO EVENT, HOME AND CORPORATE CATERING

- 4.1. Apple Tree Catering reserves the right, subject to prior notice, to make any change in the specification of the Products or Services, which does not materially affect the Catering service
- 4.2. We encourage open communication with our customers in the days prior to the delivery of the Catering service and strive to accommodate all change requests to the Products or Services ordered from Apple Tree Catering. However, change requests may only be accepted with the prior written consent of Apple Tree Catering.
- 4.3. You may cancel any part of the order without our prior written consent greater than 7 days from the scheduled event, we will retain 5% of the total quoted price for the event to cover our reasonable administrative expenses and refund you the balance of any monies paid to Apple Tree Catering prior to cancellation.



- 4.4. If you wish to cancel or change any part of the order without our prior written consent less than 7 days but greater than 48 hours from the scheduled event, we will retain 25% of the total quoted price for the event to cover our reasonable administrative expenses, products already purchased and loss of booking. If applicable, we will refund you the balance of any monies paid to Apple Tree Catering prior to cancellation.
- 4.5. If you must cancel your Catering event with less than 48 hours before the scheduled Catering delivery time, you will pay us a cancellation charge of 100% of the total price of the Service and Products ordered under the Quotation or Order Confirmation. We will retain as a credit toward the cancellation charge any payments we have received up to the amount of the cancellation charge.
- 4.6. In addition, regardless of timing of your cancellation (>7 days or less), in the event of any cancellation for Products or Services requiring disbursement by us or our representatives to third parties, you will pay our reasonable charges for such disbursement services performed prior to cancellation.

5. CHANGES AND CANCELLATIONS – APPLICABLE TO WEDDING EVENTS AND CATERING

- 5.1. Apple Tree Catering reserves the right, subject to prior notice, to make any change in the specification of the Products or Services, which does not materially affect the Catering / Wedding service
- 5.2. We encourage open communication with our customers in the months prior to the delivery of the Catering service and strive to accommodate all change requests to the Products or Services ordered from Apple Tree Catering. However, change requests may only be accepted with the prior written consent of Apple Tree Catering.
- 5.3. You may cancel any part of the order without our prior written consent greater than 60 days from the scheduled event, we will retain 5% of the total quoted price for the event to cover our reasonable administrative expenses and refund you the balance of any monies paid to Apple Tree Catering prior to cancellation.
- 5.4. If you wish to cancel or change any part of the order without our prior written consent less than 60 days but greater than 7 days from the scheduled event, we will retain 25% of the total quoted price for the event to cover our reasonable administrative expenses, products already purchased and loss of booking. If applicable, we will refund you the balance of any monies paid to Apple Tree Catering prior to cancellation.
- 5.5. If you must cancel your Catering event with less than 7 days before the scheduled Catering delivery time, you will pay us a cancellation charge of 100% of the total price of the Service and Products ordered under the Quotation or Order Confirmation. We will retain as a credit toward the cancellation charge any payment we have received up to the amount of the cancellation charge.
- 5.6. In addition, regardless of timing of your cancellation (>60 days or less), in the event of any cancellation for Products or Services requiring disbursement by us or our representatives to third parties, you will pay our reasonable charges for such disbursement services performed prior to cancellation.

6. DELIVERY AND DELAYS IN PERFORMANCE

- 6.1. Catering Service delivery times are approximate. Time for delivery will not be of the essence of these Terms and your purchase of the Catering Service. We are not liable for delays in performance of any of our obligations under these Terms (including Service delivery). Partial Service delivery is permitted, if applicable.
- 6.2. For a Catering service to proceed, we require confirmation from several third parties. These include (but are not limited to): food providers, venue locations, transportation providers. Whilst every effort will be made to minimise these delays, we cannot be held liable for any delays to the catering service, due in whole or in part, to delays imposed by third parties.



7. ACCEPTANCE OF SERVICES AND PRODUCTS

You will be deemed to have accepted a Catering Service and Products on the earlier of: (a) signing any of the following documents: the Quotation, the Booking Confirmation Form as the authorised person and/or signing these Terms and Conditions; or (b) on the date of delivery of the Catering service. Note: At your request, or as agreed, other third-party organisations may supply services or products as part of the quotation. These organisations may have separate terms and conditions which may apply to the provision of that product or service.

8. TRANSPORTATION, TITLE AND RISK OF LOSS

- 8.1. Unless otherwise specified in the Quotation, we are responsible for payment and delivery of the Service and Products to you at the designated point of delivery of the Catering Service.
- 8.2. Title and ownership to each Product and Service will pass to you at the start of the Catering Service. You will be responsible to pay us 100% of the Quoted price for the Catering Service and Products.
- 8.3. Risk of damage to or loss of the Product(s) or Services will pass to you upon delivery of the Product to you at the designated point of delivery of the Catering Service.

9. LIMITED WARRANTIES

- 9.1. To the extent permitted by law, no express or implied warranties, including but not limited to implied warranties of merchantability or fitness for a particular purpose will apply to anything supplied to you under the Agreement.
- 9.2. If Apple Tree Catering breaches any warranties set out in these Terms or a term or condition that is implied by law and which is not capable of being excluded, the parties agree that Apple Tree Catering's liability will be limited to, at Apple Tree Catering's discretion: resupply the non-conforming Products and/or Services; (b) paying the cost of such resupply; (c) paying the cost of having the non-conforming Products repaired or non-conforming Services resupplied (as the case may be); or (d) refund to you the price paid by you to us for the non-conforming Product and/or Services. You acknowledge and agree that you will not be entitled to a refund or credit of the purchase price of the Product and/or Services in any other circumstances.

10. LIMITATION OF LIABILITY

To the extent permitted by law, you agree that: (a) the total liability of Apple Tree Catering and your exclusive remedy for any and all claims arising out of or related to the Agreement, your purchase and use of the Products and/or Services, regardless of the form of the action, will be limited to 100% of the total price of the Product and/or Services paid by you to us, the subject matter of the claim; and (b) Apple Tree Catering will under no circumstances be liable to you for any loss of profit, loss of revenue, loss of goodwill or any indirect, consequential, or punitive damages.

11. INTELLECTUAL PROPERTY

You acknowledge that, unless otherwise agreed in writing, all intellectual property rights attaching to Apple Tree Catering or Apple Tree Catering branded Products are and will remain the property of Apple Tree Catering.

12. CONFIDENTIAL INFORMATION AND PRIVACY

- 12.1. Apple Tree Catering will treat client information as confidential. Notwithstanding the foregoing, Apple Tree Catering may disclose the clients confidential information to: (a) its Personnel on a need to know basis for the purpose of performing its obligations under the Agreement; (b) if required by law, in which case such the Receiving Party will so notify the other party as soon as practicable and in any event prior to such party making such required disclosure. For the purpose of this clause 13, Apple Tree Catering's pricelist for the Products and/or Services and these Terms will be considered as confidential information of Apple Tree Catering.
- 12.2. Each party must comply, and must ensure that their respective Personnel comply, with all applicable Privacy Law as they apply to that party.



12.3. If any Personal Information is provided or otherwise made available to Apple Tree Catering or its Personnel by the Customer, the Customer represents and warrants to Apple Tree Catering that the Customer has procured and obtained all necessary individual consents (as required by all applicable Privacy Law) to enable and permit Apple Tree Catering and its Personnel to collect, store, use, disclose or otherwise deal with the Personal Information solely for the purpose of fulfilling its obligations to Customer as anticipated under the Agreement.

13. DATA ACCESS

You agree to permit us to connect, or to otherwise access data related to the Catering Service and Products, to allow us to gather, aggregate, compile, and use data in various ways including quality initiatives, benchmarking and reporting services. The data collected by us will be used, during and after the expiration or termination of the Agreement, in a manner that will maintain client and customer level confidentiality

14. FORCE MAJEURE

Apple Tree Catering will not be liable to you for the non-performance of any of its obligations under the Agreement to the extent such performance is prevented by any circumstances beyond its reasonable control including but not limited to, strikes, lock outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, acts or threats of terrorism, plant breakdown, computer or other equipment failure and inability to obtain material or equipment. If such a delay occurs, we may extend the performance of our obligation for a period of time equal to the delay. If an event of force majeure exceeds 10 days Apple Tree Catering may cancel your order without any liability to you.

15. GENERAL MATTERS

15.1. The Agreement is the complete and exclusive statement of the terms of the arrangement between you and Apple Tree Catering regarding its subject matter. No prior proposals, statements, course of dealing, or usage of the trade will form a part of Agreement. For the avoidance of doubt, any terms and conditions stated or attached to your purchase order or trade terms will not be deemed to be incorporated as a part of this Agreement and is hereby expressly excluded.

15.2. If any clause or part of any clause in the Agreement in any way unenforceable, invalid or illegal, it is to be read down so as to be enforceable, valid and legal. If this is not possible, the clause (or where possible, the offending part) is to be severed from the Agreement without affecting the enforceability, validity or legality of the remaining clauses (or parts of those clauses) which will continue in full force and effect

15.3. The Agreement will be governed by and construed in accordance with the laws of the state of New South Wales and the parties submit to the non-exclusive jurisdiction of the courts of the state of New South Wales and courts competent to hear appeals from those courts.

15.4. Apple Tree Catering may assign its rights and benefits under the Agreement (in whole or in part) to any related bodies corporate without your consent. You may not assign any of your rights or benefits under the Agreement without the prior written consent of Apple Tree Catering (which will not be unreasonably withheld)

15.5. Apple Tree Catering can hire a subcontractor or use any of its related bodies corporate to perform any of our obligations under the Agreement.

15.6. The Agreement may not be varied except by a later written document executed by you and Apple Tree Catering.

15.7. Apple Tree Catering are dedicated to keeping you informed. We have found the best and fastest way to communicate with you is via email and/or telephone for urgent matters. By providing us with your email address, you agree receiving email correspondence from us on (including but limited to): changes or modifications to the catered event, quotations, invoices, requests to confirm various catering details, newsletters and other promotional correspondence. You may opt-out of receiving emails from Apple Tree Catering at any time by contacting our team.



16. DEFINITION

In these Terms, unless the context clearly indicates otherwise:

Personal Information means information or an opinion (including information or an opinion forming part of a database) whether true or not, and whether recorded in a material form or not, about an individual whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

Personnel means, with respect to a party, any officer, employee, agent or contractor of that party.

Privacy Law means the Privacy Act 1988 (Cth) and any determinations, guidelines and interpretative explanations issued from time to time by the Office of the Privacy Commissioner under that Act.

Products means any Apple Tree Catering equipment, hardware, Software, other electronic or mechanical items, any consumables, equipment, spare parts agreed to be supplied by Apple Tree Catering to you under these Terms.

Services mean any services performed by Apple Tree Catering to you under the Agreement.

Software means any software or data compilations: (a) identified in the Quotation; or (b) provided to you by Apple Tree Catering in connection with the Catering service. For the avoidance of doubt, Software does not include any music, video, as any such music, video or data compilations will be subject to the terms and conditions set out in the relevant licenses