

Imogen Corporation Pty Ltd: trading as
HEYDER & SHEARS EXCLUSIVE CATERERS
SERVICE AGREEMENT / TERMS & CONDITIONS / PRIVACY POLICY

1. MINIMUM NUMBERS / MINIMUM SPEND / FINAL NUMBERS

Minimum numbers and / or minimum spends apply to all functions. Our standard Minimum numbers are

Cocktail / Finger food	40
Formal Sit Down/Buffer Dinners & Lunches	12
Morning Tea, Breakfast & Working Lunches	20

- a) If numbers are less than minimum numbers, we reserve the right to charge for minimum numbers.
- b) Set menu prices per person will not apply for less than the above noted numbers. Individual quotations can be arranged; however an additional charge may apply to meet a defined minimum spend. Please note surcharges apply to Sunday & Public Holiday events.
- c) A minimum spend may apply in certain venues or to certain event types – this will be detailed by your Heyder & Shears Event Manager
- d) Final numbers for catering are due 6 business days prior to the event start date, any reduction in numbers previously communicated to Heyder & Shears of 15% or greater will attract a slippage charge of 25% of the estimated food and beverage costs per person.

2. PAYMENT TERMS

- a) Upon receiving a signed service agreement, a 50% deposit of total estimated event charges will be invoiced – Payment terms upon receipt of invoice, events confirmed within 30 days of the event start date will receive a 100% deposit invoice pursuant to clause 3(b)
- b) A balance invoice will be issued 6 business days prior to the event start date - Payment terms upon receipt of invoice.
- c) After the event, any final charges will be collated and sent as a final invoice – Payment terms 7 days from receipt of invoice.
- d) Any invoice not paid within 45 days will attract 6% compounding interest, any costs associated with recovering overdue payments will be added to due amount.
- e) If you wish to pay by credit card, we accept Master Card, Visa and Bank Card, using of this facility will incur a 1.8% surcharge to cover bank charges.
- f) All quoted prices are subject to change without notice, this includes Staffing rates, equipment hire costs, and quoted costs for services.

3. CONFIRMATION, CANCELLATIONS & POSTPONEMENT

- a) Bookings must be confirmed by providing a signed service agreement and signed quote for services. A deposit invoice equal to 50% of the estimated event charges should the required deposit payment not be received within the required timeframe Heyder & Shears reserve the right to cancel the booking
- b) Events confirmed within 30 days of the event start date will receive a 100% deposit invoice
- c) Should the client wish to cancel a booked event, Heyder & Shears reserve the right to retain all, or part thereof, of the deposit to cover reasonable administration, co-ordination and planning costs which have been incurred including the value of any lost business opportunities due to a cancellation. These costs are outlined in Item 3d, 3e, and 3f.
- d) Where functions are cancelled with less than 30 (thirty) calendar days' notice, but greater than 14 (fourteen) calendar days' notice there will be a cancellation charge equalling 75% of the full estimated event charges. Any deposits already paid will form part of this fee.
- e) Bookings cancelled with less than 14 days' notice prior to event start date will incur a cancellation fee equal to 100% of the total estimated event costs. Any deposits already paid will form part of this fee.
- f) Unless otherwise agreed, any postponement of an event will attract a postponement fee of 50% of total estimated event costs

4. CANCELLATIONS AND POSTPONEMENT DUE TO GOVERNMENT RESTRICTIONS – COVID19

- a. All cancellations must be communicated in writing, upon cancellation a fee will be charged in accordance with the terms in item 3. Heyder & Shears acknowledge COVID19, and ensuing government restrictions, are a novel occurrence, and as such Heyder & Shears will apply their best efforts to find a suitable alternate date for events to be held
- b. If an event is unable to proceed on the scheduled date as a direct result of a health directive, or any other regulatory requirement of the Government of Western Australia, Heyder & Shears will provide you a credit equal to the amounts already paid to Heyder & Shears, less any amounts reasonably withheld to cover administration, co-ordination, planning and food costs prior to the postponement.
- c. Where a postponement is communicated with more than 7 days' notice prior to scheduled event start date, Heyder & Shears will endeavour to reschedule the event without a financial impact to the event client.
- d. Where a postponement is communicated with less than 7 days' notice, under the conditions noted in item 4(b), Heyder & Shears may withhold any costs they have already paid and cannot recover despite reasonable efforts on their part on account of food costs or equipment hire. For clarity, food costs means the wholesale cost of food purchased, and any labour committed in the processing of this food, in preparation of the function. For clarity equipment hire means any liabilities encountered by Heyder & Shears in procuring equipment on behalf of the event client for the function, which Heyder & Shears cannot absolve themselves of despite their best efforts. The remaining deposit amount will be transferred to your new date with no penalty.
- e. Under all of the instances noted in item 4 no refunds will be issued.
- f. Unless otherwise agreed, postponements due to Item 4 will be restricted to 18 months from original event start date.

5. DELIVERY & PICK UP

- a. A Delivery and Pickup charge applies to all events.
- b. Delivery and Pickup fees for all events will vary depending on the requirements for the particular event, and will be communicated via the Heyder & Shears event manager.
- c. If equipment is requested to remain onsite beyond normal pickup date and time further charges will apply – normal pickup time being the time Heyder & shears staff would normally have removed the items after an event, or the date and time at which Heyder & Shears has planned to return to the client's site to pick up the items.

6. CLEANING SERVICES

- a. Heyder & Shears will conduct a general wash up of equipment and service items on site, if required. If the site facilities are unsuitable, or upon request, this will be done at the premises of Heyder & Shears after the event. Should wash up away from the event site be required, and agreed, Heyder and Shears will charge this service at our standard labour cost. Final labour hours used will be invoiced, with the client agreeing to pay these charges in signing this service agreement.
- b.

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7. BEVERAGES AND RESPONSIBLE SERVICE OF ALCOHOL
- a. Heyder & Shears are fully licensed, and can facilitate the supply of alcohol. Alcohol service will be per agreed terms for the client's event, with general charges being based on a pre-approved price or on a consumption basis.
 - b. Heyder & Shears will not provide alcohol for takeaway.
 - c. Heyder & Shears practice Responsible Service of Alcohol, and as such reserve the right to refuse the service of alcohol to guests the designated appointee deems intoxicated or otherwise unsuitable to receive further alcohol service.
 - d. The nominated Heyder & Shears Function Manager is the designated appointee to manage the Heyder & Shears liquor license, all decisions relating to alcohol service, and management of intoxicated persons will be at their sole discretion
8. SERVICE STAFF
- a. Staffing hours and rates will be noted on the client's event quote, and Event Order documents. These rates apply for all staff engaged for the agreed dates and times. Should staffing hours change due to event extension, or due to operational requirements, the client agrees to pay any additional charges related to these timing changes.
 - b. Unless otherwise stated, all staffing charges attract a minimum hourly charge of three (3) hours. Should staff be required for less than 3 hours, the client agrees to pay the minimum staffing charge of 3 hours.
 - c. Staffing rates are subject to change without prior notice – charges noted on Quote documents are indicative only.
 - d. Public Holiday rates will apply from 12.00am on the day of the public holiday, and continue to be charged until 12:00am at the conclusion of the Public Holiday.
 - e. Heyder & Shears will not be liable for any damage or loss caused to any person, property or animal whatsoever arising from the actions of its service staff, except to the extent that such loss, damage or claim is caused by the negligence or other wrongful act or omission of Heyder and Shears, its officers or employees.
 - f. Clean up refers to that associated with food and beverage catering, it does not include removal of decorations, flowers & floral equipment etc.
9. HIRE EQUIPMENT
- a. Heyder & Shears can organise any equipment required for the client's event on behalf of the event client, this includes marquees, ancillary event equipment. This will be done on the clients behalf (hereinafter the hirer).
 - b. All damages to, or shortages of hire equipment will be charged to the client (the hirer) including water damage to tables and boxes left outside, except to the extent that such damage or shortage is caused by the negligence or other wrongful act or omission of Heyder and Shears, its officers or employees.
 - c. It is the responsibility of the client (the hirer) to return all equipment in the same condition it was received.
 - d. All equipment will be carefully checked when packed and any loss, damage or breakage will be charged at a replacement cost, including boxes, crates, cartons and packing not returned.
 - e. Heyder & Shears staff will not be liable for any breakages or loss of any hire equipment whatsoever and all responsibility will rest with the client (the hirer), except to the extent that such breakage or loss is caused by the negligence or other wrongful act or omission of Heyder and Shears, its officers or employees.
 - f. Equipment retained by the client (the hirer) or their guests for the storage or removal of food or continuation of the function after staff departure will be subject to an additional hire charge.
 - g. Should a subsequent pick-up be required for equipment not available at the initial time of collection, an additional collection charge will also apply, this charge covers transportation and labour costs.
 - h. It is the responsibility of the hirer to check the condition of the hire equipment being delivered to and picked up from the function site, and to inform Heyder & Shears of any discrepancies.
 - i. In the event of hire only being supplied, or at an unstaffed event, a cleaning charge will apply, at standard staff rates, for any hire equipment returned in an unclean or unsatisfactory state (e.g. candle wax on glasses).
 - j. Heyder & Shears will not be liable for any damage or loss caused to any person, property or animal whatsoever arising from the carriage, use or handling in any way of the goods hereby hired, except to the extent that such loss or damage is caused by the negligence or other wrongful act or omission of Heyder and Shears, its officers or employees.
10. LEFTOVER FOOD
- a. Heyder & Shears provide food for immediate service at events, this food is prepared to ensure compliance with required food safety standards and to ensure any and all food served is at the highest standard. Heyder & Shears do not promote food being retained by the event client and or the guests as this jeopardises the strict food quality controls in place. Should an event client request for food to remain beyond the agreed service period, the event client must sign an "approval to leave food" form as defined by Heyder & Shears. By signing this form the event organiser is indemnifying Heyder & Shears against all claims that may result from all food service, including food served during the agreed food service period. Heyder & Shears will not be liable for any health damage or loss caused to any person or animal whatsoever arising from the consumption of and/or misuse or mishandling in any way of foodstuffs leftover after functions.
 - b. It is standard practice that Heyder & Shears will dispose of all food items not consumed within the agreed food service period, no claim for loss or refund can be made in respect of food items that are not consumed.
11. MENU TASTINGS
- a. Menu tastings will be conducted at the discretion of Heyder & Shears.
 - b. Unless otherwise agreed, the costs involved in a menu tasting will be: Tasting charge of \$220.00 minimum, plus a per person charge of not less than \$80.00 per guest. All guests partaking in the tasting must be paid for.
 - c. Heyder & Shears reserve the right to conduct menu tasting at a location and time of their choosing. Should a client wish for a menu tasting to occur at an alternate location or time, Heyder & Shears reserve the right to charge for additional costs incurred.
 - d. Unless otherwise agreed, menu tastings will have a minimum guest attendance of 6 guests.
12. FOOD ALLERGIES AND SPECIAL MEAL REQUESTS
- a. Please note that menu items may contain traces of nut, egg, wheat, soy, seeds and any other allergens. Due to the nature of our varied catering business and the potential of cross-contamination, Heyder & Shears is unable to guarantee the absolute absence of all or any allergen ingredients in any of its menu items.

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- b. Heyder & Shears will not be liable for any alleged damage or loss that may be caused to any person whatsoever, arising from the consumption of food items provided and the client will indemnify Heyder & Shears in respect of all or any such claims for alleged damage or loss, except to the extent that such loss, damage or claim is caused by the negligence or other wrongful act or omission of Heyder and Shears, its officers or employees.
- c. Heyder & Shears offer full kosher food and beverage services – any requirements for kosher events must be received during the planning phase of an event, we are unable to provide Kosher options without prior notice.

13. EMERGENCY ALARMS

- a. Unless otherwise agreed, it is the sole responsibility of the event client to ensure all necessary emergency alarms have been isolated or de-activated for the duration of Heyder & Shears operating on any premises or location.
- b. On the occasion that any emergency alarm is activated, either as a result of Heyder & Shears normal business activities or due to any cause outside of Heyder & Shears control, Heyder & Shears will not be liable for any costs involved.
- c. In the instance of a required evacuation from a premises, either due to the activation of emergency alarms, or due to any other cause, Heyder & Shears will not be liable for any impact to food or beverage quality or potential loss of food.

14. FOOD SAFETY & HEALTH REQUIREMENTS

As an operator in the food production and service industry Heyder & Shears actively ensure the business adheres with any health advice issued by governing bodies – this includes food safety compliance, staff training requirements and adherence with any current government requirements.

HEYDER & SHEARS EXCLUSIVE CATERERS – PRIVACY POLICY

Imogen Corporation Pty Ltd (Heyder & Shears Catering) has adopted the Australian Privacy Principles (APPs) contained in the *Privacy Act 1988 (Cth)* (the Privacy Act). The APPs govern the way in which we, Heyder & Shears Catering, collect, use, disclose, store, secure and dispose of your personal information.

1. WHAT IS SENSITIVE?

Sensitive information is defined in the *Privacy Act* to include information or opinions about things such as an individual's racial or ethnic origin, political opinions, membership of a political association, religious or philosophical beliefs, membership of a trade union or other professional body, criminal record or medical/health information.

1.1 Sensitive information will only be used by Heyder & Shears Catering only:

- a) For the primary purpose for which it was obtained
- b) For a secondary purpose that is directly related to the primary purpose
- c) With your consent or where required or authorised by law

2. THIRD PARTIES

Where reasonable and practicable to do so Heyder & Shears Catering will only collect personal information from you. However in certain circumstances we may be provided with information by a third party. In such case we will take all reasonable steps to ensure that you are made aware of the information provided to us by third parties.

3. PERSONAL INFORMATION COLLECTED

Heyder & Shears Catering collect personal information directly from you via your use of the website and any business relationship between you and us, including via email and phone calls. The personal information which Heyder & Shears collect and hold includes:

- your name, company, billing and/or shipping address, email address, gender, occupation and telephone number(s);
- information about dealings with Heyder & Shears Catering, including quotes
- Opinions and beliefs provided via surveys and questionnaires.

By providing us with personal information, you consent to that information being collected, used, disclosed and stored in accordance with this Privacy Policy. If you do not give personal information to us, it may affect our ability to provide you with products and/or services. Where we engage with you multiple times over a short period in relation to the same matter, we may not provide you with a separate notice about privacy each time we engage with you however we will provide you with an opportunity to opt-out of receiving communications about that matter within each of those communications.

4. USE AND DISCLOSURE OF PERSONAL INFORMATION

Heyder & Shears Catering will only use or disclose personal information for the purpose for which we collected it, where required or permitted by law or where you have consented to such use or disclosure. The main purposes for which we may use or disclose personal information include:

- conducting competitions or promotions;
- d) investigating or addressing a request, enquiry or complaint you have made;
- e) providing you with news or information about our products;
- f) sending marketing or promotional material about our products or offers that we consider you may be interested in;
- g) Sending e- communications including newsletters and blogs
- h) maintaining and keeping our records up to date and accurate;
- i) Verifying your identity.

We may state a more specific purpose when we collect your personal information.

5. OPT-OUT/UNSUBSCRIBE

You can easily unsubscribe to Heyder & Shears Catering communications at any time you want by contacting us at info@heydershears.com.au.

6. SECURITY OF PERSONAL INFORMATION

Your personal information is stored in a manner that reasonably protects it from misuse and loss from unauthorised access, modification or disclosure.

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When your personal information is no longer needed for the purpose for which it was obtained, Heyder & Shears Catering will take reasonable steps to destroy or permanently de-identify your personal information. However where appropriate certain personal information is or will be stored and kept for a minimum of 7 years where required by law.

7. ACCESS TO YOUR PERSONAL INFORMATION

Under the *Privacy Act 1988 (Cth)* NPP 6, you are entitled to access personal information held by Heyder & Shears Catering about you on request. This is subject to certain exception which includes:

- j) Where providing access would be unlawful
- k) The enforcement of laws relating to the confiscation of the proceeds of crime,
- l) In the case of health information – providing access would pose a serious threat to the life or health of any individual or
- m) Providing access would have an unreasonable impact upon the privacy of other individuals or
- n) The request for access is frivolous or vexatious or
- o) The information relates to existing or anticipated legal proceedings between the organisation and the individual, and the information would not be accessible by the process of discovery in those proceedings.

If you do wish to access your personal information, please put your request to Heyder & Shears Catering in writing. In order to protect your personal information we may require identification from you before releasing such information.

8. MAINTAINING THE QUALITY OF YOUR PERSONAL INFORMATION

Heyder & Shears Catering will take reasonable steps to make sure that personal information it collects or discloses is accurate, complete and up-to-date. It is important that you advise Heyder & Shears Catering at the earliest opportunity of any changes/corrections to your personal information such as change of address, contact details etc. so that our records can be updated and/or corrected.

9. ANONYMITY

Where it is lawful and practicable, Heyder & Shears Catering will provide individuals to option of not identifying themselves when entering transactions with the business.

10. ENQUIRIES AND COMPLAINTS

If you have any enquires about our privacy policy please refer to the Business Owner/Manager.

This agreement is made between and Heyder & Shears Catering. The services agreed upon are detailed in the quote also attached in our correspondence. All revisions to the attached quote are bound by the Service Agreement.

By signing you are confirming you have read; understood and agree to the terms set out in this Service Agreement and Privacy Policy, and that you are authorised to enter into this contract. Please retain a copy for your records and return a copy to your Event Coordinator at Heyder & Shears Catering.

Full Name:

Signature:

Event Date:

Company:

Date:

Address :.....