



## TERMS AND CONDITIONS OF SALE

### 1. Contract

All services and products (“goods”) supplied by The Public Catering Company, to the Applicant Business (“buyer”) are supplied subject to the following Terms and Conditions of sale which shall prevail despite any indication to the contrary by any person, agent or representative acting or purporting to act on behalf of The Public Catering Company. Furthermore to deal or trade with The Public Catering Company the buyer must demonstrate that they are a bona-fide reseller of goods represented by The Public Catering Company.

### 2. Acceptance

Acceptance of the goods shall be completed upon the buyer signing the order or otherwise accepting the order (whether in writing, verbally or accepting delivery of goods).

### 3. Price

The price of goods supplied are as per The Public Catering Company’s published price list as at the date of delivery or specific quoted order price (whichever is applicable)

### 4. Order Confirmation

4.1 To ensure your order is confirmed & supplied on time The Public Catering Company require all orders to be placed a minimum 48 hours before required. Any orders taken after that time will be considered Late Orders (re:Clause 5), and additional charges will apply.

4.2 Orders required on a Monday or Tuesday must be ordered by 10:00am the Friday before. Any order taken after 10:00am Friday for Monday and Tuesday will be considered Late Orders and will incur additional charges.

### 5. Late Orders

5.1 Any orders taken within 48 hours of required time will incur an additional 15% charge on top of the normal published price list or specific quoted order price (for an order that is not a Late Order) whichever is applicable.

5.2 While all efforts will be made to accommodate orders placed within 48 hours of required time or same day orders, The Public Catering Company will only confirm an order that fits in with existing client deliveries.

5.3 The Public Catering Company reserve the right to offer “Chefs Choice” of menu for your late or same day orders. If you decide to choose your own menu, The Public Catering Company may not be able to cater to your request or a surcharge will apply.

### 6. Delivery and Pick-ups

All catering will be delivered on disposable platters or boxes. If ceramic platters are required this must be requested at time of ordering. Any ceramic platters must be returned to The Public Catering Company at the start of the following day. If platters are required to be picked up an additional charge will apply and must be arranged at time of ordering. Any platters that are damaged or missing will be invoiced at the full replacement cost.

## **7. Cancellation**

Cancellation or changes to orders must be made a minimum of 24 hours prior to the time and date of order, otherwise charges for prepared items will be invoiced. Any changes or additions to orders will incur an additional 15% charge on top of the normal published price list or specific quoted order price, whichever is applicable.

## **8. Customer Purchase Orders**

Purchase order numbers must be given at time of first order and must be on approved customer stationery or received electronically from an authorised representative of the customer.

## **9. Payment**

Payment must be made at time of ordering or 7 day payment terms to approved clients only, subject to the following provisions:-

### **9.1 Payment Terms for Events & Weddings:-**

9.1.1 Non-refundable \$250 on the date of acceptance of quote

9.1.2 50% of total quote price 4 weeks from event or wedding date

9.1.3 Final Payment 7 days after event or wedding date

9.1.4 The Public Catering Company's preferred method of payment is direct credit. However, The Public Catering Company do accept cash or credit card payments at The Public Catering Company on Devon Street West. Cheques will only be accepted with prior approval.

## **10. Additional Costs**

Delivery charges apply to all orders

### **10.1 Standard Delivery Costs**

New Plymouth CBD \$10

Motorua > Spotswood \$15

Strandon > Fitzroy \$15

Waiwhakaiho > Bell Block \$20

Waitara \$30

Omata \$30

Oakura \$40

Inglewood \$40

Other Delivery Area POA

Weekend or Public Holidays Pick up Only

### **10.2 Staff Rates**

All menus exclude staff hire. Staff hours are priced as per requirements of the event:-

10.2.1 Event Supervisor \$40.00 per hour

10.2.2 Duty Manager \$40.00 per hour

10.2.3 Wait Staff \$30.00 per hour

10.2.4 Bar Staff \$45.00 per hour

10.2.5 Chef \$40.00 per hour

10.2.6 Minimum of 2 hour charged per staff member.

50% Surcharge applies for staff working on Public Holidays.

### **10.3 Travel Costs**

All large events and weddings incur a standard travel cost of \$100.00

**11. Hire**

Any large or small equipment hire required for functions will be on charged to the client. Any breakages or damage to hired equipment by guests or clients will be on charged to the client at replacement costs and added to final invoice.

**12. Default In Payment**

The buyer agrees to pay interest on all sums outstanding at 2.5% per month from the date of default (ie. when payment became due and is not made in full) until payment in full including interest is made. The interest amount is immediately due on presentation of invoice and can be back dated and invoiced at any time. Furthermore, if a solicitor or debt collector is instructed by The Public Catering Company to enforce or attempt to enforce any rights pursuant to these terms and conditions of sale, then the buyer agrees to reimburse (with all other monies due) any liabilities, fees and disbursements as charged to The Public Catering Company as a result of this action. Furthermore the buyer's Directors, Shareholders and/or Proprietor jointly and severally guarantee personally all of the monies due as per the terms and conditions of sale and are liable to The Public Catering Company as principal debtors in all respects of this document.

**13. Title Security: (Personal Property Securities Act 1999)**

Title in any goods supplied by The Public Catering Company passes to the buyer only when the buyer has made payment in full for all goods supplied by The Public Catering Company and of all other sums due to The Public Catering Company by the buyer on any account whatsoever. Until all sums due have been paid in full, The Public Catering Company has a security interest in all goods. Until ownership has passed from The Public Catering Company to the buyer the following terms shall apply:

- a. The buyer shall be deemed to be a bailee of the company and in a fiduciary capacity in respect of any goods supplied by The Public Catering Company and
- b. The buyer shall store the goods in such a way and in such condition and place as to make it clear that they are owned by The Public Catering Company and;
- c. The buyer shall not under any circumstances mix the goods supplied by The Public Catering Company with other goods in any manner.

If the buyers defaults in payment for the goods, The Public Catering Company shall have leave and license to enter upon any property occupied by the buyer or by purchaser from the buyer without notice in order to inspect, search for and remove goods supplied and The Public Catering Company shall not be liable to the buyer or third party for the exercise of its rights under this clause.

**14. Disputes and Credits:**

Disputes and credits will only be considered valid if brought to The Public Catering Company's attention within 3 working days of the date of supply. Credits will not be given for procured goods.

**15. Guarantees and Conditions:**

No representation, condition, warranty or promise expressed or implied by law or otherwise applies to goods except where good are supplied pursuant to the Consumer Guarantees Act 1993 or except where provided to the customer in writing at the time of sale. The Public Catering Company does not provide any warranty that the goods are fit and suitable for the purpose for which they are required by the customer and shall not be liable if they are not.

**16 Exclusions of Liability:**

The Public Catering Company shall not be liable for lost profits, loss of goodwill or any incidental, special or consequential damages even if advised of the possibility of some. No warranty or condition shall be implied herein against The Public Catering Company by Statue, Common Law, Law Merchant or otherwise other than the warranty by The Public Catering Company that it has the right to deal in the goods.

SIGN TO ACCEPT TERMS AND CONDITIONS \_\_\_\_\_

PRINT NAME \_\_\_\_\_