

# **KERR AND LADBROOK CATERING – STANDARD TERMS AND CONDITIONS**

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## COMPANY

Kerr and Ladbrook Catering (Herein also referred to as 'the Company', 'Company', 'We', or 'Our') has been in operation since 2006.

'Our',

- **aim**, is to provide award-winning catering across the Waikato and Bay of Plenty Region and beyond.
- **vision**, is to be 'bets of class' in all aspects of catering.
- **Objective**, is to provide professional catering, event management, and venue management and services; and
- **overarching aspiration**, is to build a trusted brand with distinction that our customers can depend on.

The Company places a high premium on building positive relationships and partnerships. Our highly motivated and experienced catering team are here to support and guide you including providing tailor-made solutions for your event function, or special occasion.

### CONTACT DETAILS

Kerr and Ladbrook Catering Limited  
Ken Brownie Drive, Te Rapa, Hamilton, New Zealand  
Postcode 3206  
PH: 07 838 9338  
Email: [info@kerrandladbrook.co.nz](mailto:info@kerrandladbrook.co.nz); Website: [www.kerrandladbrook.co.nz](http://www.kerrandladbrook.co.nz)

### TRADING HOURS

The Company Office- Mon-Friday 9.00am-5.00pm.

The Catering of events- Monday-Sunday, all day and all night (as agreed between the Parties).

Note: Notwithstanding the above stated trading hours, actual days and times may vary pending availability of select venues or places.

## COPYRIGHT

We retain all rights, powers and privileges as pertaining to:

'Our',

- legal name and properties.
- information displayed or presented, sent or quoted.
- business branding including logo's or any imagery that represents us or which we have created or commissioned.

Any information or imagery, used, shared, or made available, in connection with our systems or platforms, including any business or legal policies and frameworks, websites, social media, and the like, must not be used, copied, duplicated, shared, or distorted, in any way for any private, or business benefit or gain, without the expressed written consent of 'the Company'.

Clients, customers, partners, or any other interested parties, groups or individuals, may only access approved Company platforms, or information portals, as it relates to an enquire, a sale, an event booking, or like transaction, as guided or directed by the 'Company'.

All other use, copying, or reproduction of, any part of 'the Company's' property, venues, platforms, systems, or information shared or made available, as stated above, is strictly prohibited without the written consent of the 'Company'.

## **ACCOUNT SET-UP (PASSWORDS AND SECURITY MEASURES)**

The setting up of an account, or like official registration process, will be required to:

1. place an order.
2. confirm an event booking.
3. engage in any financial transactions.

Any registration, usernames, or passwords, as may be assigned to you or agreed by you, should be kept confidential to the user to whom it was assigned, and not be shared with anyone else. Users utilising 'the Company' services should do so in keeping with 'Our' guidelines, and that of any applicable laws and regulations.

'The Company' utilises professional services to best protect both businesses and user's information and details. Equally, users must not access, or share, or divulge, any Company or Users information that is deemed to be *confidential*, without the owner of that information expressed written consent.

'The Company' will not be liable for any loss to a business, or client, or user, either directly or indirect as a result of or in connection with, any third parties or any persons unauthorised or improper sharing of any confidential information. Notwithstanding, clients or users may be held liable for any loss incurred to 'the Company' or that of its business, or partners, or users, due to the known unauthorised, or improper viewing, or sharing, of confidential information including business or personal account details or passwords.

User agree to notify 'the Company ' as soon as is practical, if they are aware, or have an understanding of, any individuals or businesses that are acting or behaving in a manner to suggest or proves the unauthorised or improper accessing, or sharing of, 'the Company's', or businesses, or clients, or users, private or confidential information, without the proper authorised consent.

## **INTERNET**

### **GOOGLE ANALYTICS**

We utilise Google Analytics to provide technology oversight which includes the implementation of tracking codes and set up data filters. This oversight enables 'the Company' to have access to websites usages and searches, interface and set up, that can then be used to identify basic audience and website traffic behaviours. This may take the shape of browsing behavior reports (sessions, bounce rate, avg. session duration, total duration, number of sessions).

We are particularly interested in understanding searched keywords that are search engine-based words or phrases, that are describing our product or service, or that are chosen, in order to best determine when and where possible ads can appear.

It is important to note, whilst we have mentioned Google Analytics, access to your business or personal computer's hard drive (stored information) is not possible and remains fully under your control.

## USE OF COOKIES

The use of 'cookie's' (a file attached to your computer's hard drive) once agreed, may be analysed to identify your web browsing behaviour, often resulting in a more seamless web surfing experience for your benefit. Any information gathered will not be shared with any third party but rather, only used for statistical analysis purposes only.

It is worth noting, other than the information that you openly agree to share with us, access to your business or personal computer's hard drive (stored information) is not possible and remains fully under your control. Notwithstanding, any information received will be secured and not shared, unless otherwise stated in these *terms and conditions*.

## LINKS TO OTHER WEBSITES

Our website may contain links enabling you to browse third-party websites. Should you choose to leave our website in order to access any third-party website, you choose to do so under your own judgement and risk, noting we do not have any influence, or control over, the maintenance and security of any third-party websites.

We, therefore, hold no responsibility for the security or protection of any of your business or private information, should you choose to disclose or provide such information to any third-party websites, as they are not governed by our *terms and conditions*, nor are under our legal control.

## **SECURITY / PRIVACY**

We are committed to ensure your privacy is maintained, effectively managed, and protected. In that regard, we partner with professional business and services that assist us in the security over our business and client information.

Our Partners are under strict instruction not to share, or divulge, any confidential information without our expressed authorisation or written consent. In terms of confidence, our partners are reputable and have put in place robust systems and measures to ensure your privacy is safeguarded.

Users have the option to restrict the collection or use of their personal details in the following ways:

- When asked to complete a form or like information sent, please carefully read all sections as pertaining to your personal details.
- Carefully consider your participation, either direct or indirect, in any marketing activities or promotions. Any personal information used for marketing purposes that is not to your liking, can be made known at any time by contacting us directly in writing either via email, or text, or letter.
- We will not sell or lease out any users business or personal details. Should this option be explored, we will only do so with your authorised written consent.
- We may be legally obligated to release your business or personal details as directed by Law.
- If you believe that any information held by 'Us' about you is incorrect or incomplete, then contact us soon as is practical.

Information or details gathered may be accessed and used in the facilitation of enquiries, event bookings, online orders, deliveries, business proposal, or marketing and promotional activities.

Furthermore, information or details may be analysed or assessed or amended to improve the performance and retention of privacy or improved systems.

Performance improvements may include the following:

- Services
- record keeping
- products and deliveries
- targeted promotions and offers
- market research

Your endorsement to these herein *terms and conditions*, or clients or Users registration, or account setup, is an a agreement to be contacted by us to receive information, or be sent correspondence as pertaining to an official enquiry, or event booking, or order, or business proposal, or any marketing promotional activities or similar, either for your awareness, or consideration, or as may be beneficial to both parties.

## **HEALTH AND SAFETY / FOOD STANDARDS / SPECIAL DIETRY REQUIREMENTS**

We are very mindful of the importance of maintaining health and safety & food safety standards. As such, we adhere to local laws and regulations including the implementation of approved food control plans as guided by the Ministry of Primary Industry, and/or as monitored by regional agencies. Our food control plan ensures that our food is safe to consume.

Customers must follow all 'Company' directives regarding food services and handling including the careful reading of food signage, packaging or labeling, menu' and quotes, to keep them and others safe.

We will not be held liable for the ill health and safety of our clients or customers as a result of them not following our directives on how best to handle and/or consume food or that of related products or services or equipment. For greater certainty, please carefully read 'Our' food conditions as may be provided or displayed in or on:

1. 'Company' website.
2. 'Company' menus.
3. 'Company' quotes.
4. 'Company' run sheets.
5. Food signs as may be provided by 'Us' in connection with a menu or event booking.

Note: the above may show food warnings, or identified allergens, or any special dietary requirements.

## **SPECIAL REQUESTS OR DIETRY REQUIREMENTS**

We pride ourselves in catering by design. You have the option to take advantage of our Chefs designed set menu's; or to create your own special menu. Our award-winning Chefs can cater to all occasions. Please contact us directly to discuss options:

1. Set menu's
2. Create a special menu

We can cater to all dietary requirements. We will advise users of relevant special dietary menus as well as display any necessary coding such as gluten free (GF), dairy free (DF), or allergies that may be contained in the food such as gluten, nuts, fish, eggs and soy etc. This information will be contained in our quotes, menu's, or via staff providing direct instructions and/or the displaying of signs or labels during events or functions.

*Note: Should one or more of your guests have a serious allergy then please advise us of any details at the enquiry stage, preferably. Otherwise please advise with final guest numbers 10 days prior to your confirmed booking date. Any advised of on day/at event may not be able to be taken care of as specialty ingredients & separate preparation is often needed.*

Note: Any set menu or special menu created or advertised by us must not to be copied, or changed, or amended, to then be used for any personal or business benefit or otherwise, without our expressed written authorisation or consent.

## **PRICING / CHARGES / RETURNS**

### **Pricing**

Any pricing or quotes provided, or displayed or sent, will reflect the most up to date pricing available. Prices will be exclusive of GST and will be in NZD currency unless otherwise specified or advertised by us. Every endeavor will be made to maintain advertised or quoted prices however prices may be subject to change without prior notice factoring in the following:

1. Release of new season menu's that supersede old menus.
2. Unforeseen economic impacts.
3. Supplier price increases.
4. Product supply shortage.
5. Market fluctuations.
6. Exchange rate.
7. Correction of errors.
8. At 'Our' discretion

Our prices are market competitive and reflect the professional menu's and services that are available.

### **Charges**

#### **Invoices/Receipts**

All orders, or purchases, or confirmed bookings made, will either receive one or a combination of: an invoice and/or receipt, order number, or booking reference number, or similar.

Required payments to be made must be in accordance with any stated terms and conditions, or invoices provided. Invoices provided may be used for tax receipt or taxation purposes.

### Credit Card Payments

We accept all major credit cards. Applicable credit card charges will apply (typically, a charge fee of **2.5% - 4%** will be applicable pending card of choice).

### GST

All prices displayed, quoted, or provided by us will be exclusive of GST unless otherwise stated.

### **Returns**

Any goods to be returned should, in the first instance, be approved by us. We reserve the right to accept or reject goods being returned. Such a decision will take into consideration the sales condition of the goods or circumstances surrounding the necessity to agree to such a request.

Goods returned must be in good condition and must utilise appropriate delivery services including ensuring goods are properly labelled and packaged.

Any goods received in a damaged state (sent from us) must be brought to our attention immediately following its delivery. We will then ascertain the available options.

Note: Goods returned without prior approval will be at your cost, as well as the costs of any re-delivery or exchange of the same goods or replacement goods.

Goods approved for return may be at your initial costs and if so, a refund or credit may be applicable only as agreed to by 'Us' in the first instance.

Note: We will not be liable for any goods returned to us, that whilst in transit, then go missing or are lost. It would be in your best interest to retain all delivery paperwork or ticketing for any necessary follow up as may be required.

## **EVENT BOOKINGS**

### **Contact Details**

Contact us on:

- Phone: 0064 07 8389338;
- Email: [info@kerrandladbrook.co.nz](mailto:info@kerrandladbrook.co.nz);
- Website: [www.kerrandLadbrook.co.nz](http://www.kerrandLadbrook.co.nz)

We will endeavor to acknowledge all enquires within 24 hrs (normal business hours) either by phone, email, quote, letter, or online communication.

Any follow up type enquiries should be directed to your assigned Event Manager or Event Coordinator in the first instance, otherwise feel free to contact 'Us' via the above details.

## Booking Process

To make or confirm a booking,

1. **contact** us directly
2. **provide** key details of event:
  - a. Date of booking (tentative date)
  - b. Type of event
  - c. Number of guests
  - d. Menu preference
  - e. Special requirements (if any)
3. **acknowledge** receipt of quote or information sent.
4. **confirm** (sign off) official quote.
5. **pay a 20% deposit** (non-refundable) of the total catering costs, or price as advised by 'Us, in order to secure (confirm) your booking.
6. **confirm** number of guests attending the event at least **14 days prior** to the confirmed event booking date.
7. **an invoice** (full catering costs) will be sent to you **10 days prior** to the confirmed event booking date.
8. **the invoice** (full catering costs) must be paid in full at least **5 days** prior to the confirmed event booking date.

*Note: If payment is not received 5 days prior to the confirmed event date, your event may be cancelled without any prior notice being given.*
9. **additional or outstanding costs**, will be billed accordingly and must be paid in full within **7 days** following the confirmed event booking date.

**Note: For greater certainty, the term 'days' mentioned above refer to 'business days'.**

## Administration Fee

We endeavor to provide a service that is targeted, effective and efficient, including the providing of pertinent information to best enable a client to make an informed decision.

On occasions, pertinent information may involve substantively more administrative work, over and above complimentary administrative work levels. In such cases, an administrative fee may be applicable and will be required to be paid prior to any formal quotes being finalised.

*Note: An administration fee may range between **\$250-\$500+** and must be paid regardless of whether the event goes ahead or not.*

## Deposit Required

### Confirmation of your Event

We partner with various businesses and venues. As such, select partners may require a deposit upfront, whilst for others, a deposit upfront will not be required. In any case, we will advise you if indeed a deposit upfront is required.

Note: All deposits are **non-refundable**. The deposit covers administration work undertaken as pertaining to your event booking. It also secures your event booking date. For greater certainty, a client's confirmed calendared event date is not redeemable or refundable or transferable.

## Event Guest Numbers

Guest numbers attending the event must be confirmed **14 days** prior to the confirmed booking date. This confirmation must be provided in writing either by text, or email, or letter, or returned signed quote.

Note: Any changes in guest numbers lesser in number to what was confirmed 14 days prior to the confirmed events booking date, will not be considered, and the original confirmed booking quote will remain in force.

- For greater certainty, an increase in guest numbers attending the event over and above the numbers confirmed 14 days prior to the confirmed event, is welcomed however, any such increase in numbers must be made known in writing, email, or text form, and will be added to your account or bill.

## Special Menu's / Charges

Our Chefs have the expertise to create a variety of menus including those of a 'special dietary' kind. Special menus may include gluten free, dairy free, vegetarian, vegan or allergy sensitive, dishes.

Note: Special dietary menu's will incur an additional charge of **\$3.00** per applicable guest (in addition to the standard quoted menu price, per course). Total number of guests requiring a special dietary menu or dish must be confirmed **14 days** prior to the confirmed booking date.

## Late Payments/Penalties

### Late payments.

1. Late payments will incur an *administration fee charge* of **\$150.00** (added to the users account) each respective week following the due invoice date, until all outstanding payments have been paid in full.

### Penalty conditions

1. All outstanding account balances will incur an *overdue interest charge* at the **rate of 20% per annum** (total outstanding balance), to be applicable each respective month, until outstanding payments have been paid in full.
2. Should a *debt recovery service* be required, all costs associated with such A services will be added to the users account, or billed to the bearer of the account holder, or customer, or client, concerned.
3. If legal action, or collection enforcement agency be required, the bearer of the account holder, or customer, or client with which the payments are outstanding, will be liable for all legal fees, or debt collections fees, in connection with the recovery of outstanding fees.
4. Failure to make payments may result in the Company choosing to withdraw, or suspend, any or all its agreed commitments, until such a time that all outstanding payments have been received in full.

Reminder: All invoices must be paid by the due date, or as stipulated by us to you in writing, to avoid any additional charges.

## Method of Payment

### Deposit, full payment, or part payment

Can be made as follows:

1. Bank Account Details  
Pumice Food Group - 02 0316 0169507 00
2. Major Credit Cards – Contact your event or function manager (a fee of **2.5% - 4%** will be applicable pending card of choice).

\*pleased include the following details:

- i. Name (personal or business)
- ii. Reference (Booking reference No)

3. Invoicing Details - *Please advise following details for who will pay the account:*  
Payees Name / Contact person:

.....  
Contact Phone  
Number .....  
Company Name:  
.....  
Email:  
.....  
Purchase Order or  
reference.....  
Address or postal:  
.....  
*(Building name/number, Street name, suburb, city & post code or details for PO Box)*

## Cancellation Policy / Charges:

### Right to Cancel

You have the right to cancel your confirmed booking at any time taking into account the following conditions and charges:

1. Cancellation Notice  
A cancellation notice must be provided to us in writing either by Text, or email, or letter, or returned signed quote.
2. Cancellation Periods
  - Cancellations received 4 weeks or more from the confirmed booking date:
    - ❖ The below point 2A charges will be applicable.
  - Cancellations received within 4-2 weeks from the confirmed booking date:
    - ❖ The below point 2B charges will be applicable.
  - Cancellations received within 14-7 days of the confirmed booking date:
    - ❖ The below point 2C charges will be applicable.
  - Cancellations received within 7 days of the confirmed booking date:
    - ❖ The below point 2D charges will be applicable.

➤ Charges

- 2A.  
A cancellation fee **charge of 5%** of the full catering costs will be charged.
  
- 2B.
  - i. **50% charge** of the full catering costs will be charged.
  - ii. **Full venue hire** costs will be charged (if applicable).
  
- 2C.
  - I. **75% charge** of the full catering costs will be charged.
  - II. **Full venue hire** costs (if applicable).
  
- 2D.
  - I. **100% charge** of the full catering costs will be charged.
  - II. **Full venue hire** costs (if applicable).

3. Act of God Provision (exclusion)

Extraordinary events such as the COVID-19 Pandemic, or similar, where Government directives demand that businesses or events be closed for a period of time, should such directives impact on your confirmed event booking, then the above 'Charges 2A-2D' will not be applicable.

Note: For greater certainty, confirmed event bookings that are not impacted directly from any Government directives and may still proceed, will be held to account under existing terms and conditions.

IMPORTANT: Notwithstanding any 'Act of God', the non-refundable deposit will remain applicable.

Note: Regarding the *exclusion*, should your event be stopped, or delayed, or postponed, due to a Government directive, we will in the first instance collaborate with you to reschedule or postpone your booking to a later date but no later than 8 months from the original confirmed booking date -or- as otherwise agreed by us.

### Public Holidays

Should you choose a public holiday or a day which may be termed as 'Monday-ised' for your event or function, please be aware that an additional **20% charge** will be applicable on top of the quoted *menu and/or staff charges*; unless of course you have received a quote that already reflects the mentioned additional charge.

For greater certainty, any quote sent that factors in a confirmed booking to take place on a non-public holiday date, and then later on, that same event date is changed to take place on a public holiday date, then any menu and/or staff prices quoted will incur the above mentioned additional 20% charge.

Note: Beverages quoted will be exempt from incurring the mentioned additional 20% charge.

### Reassigned Event Date

We reserve the right to reassign a booking date if the required deposit to confirm your booking date has not been received.

## **REFUNDS**

### Products or Services

Any refunds, or part refunds, or other arrangement of compensation, or exemption of costs, or part costs, will be at our sole discretion. That said, we value our customers, and so should you be dissatisfied with any part of our products or services, we will gladly review any complaints that are provided in writing.

Please be aware, it is your responsibility to prove that we have been negligent in the providing of our products or services. If it is proven that we have been negligent then we will gladly provide a refund, or part refund, or other arrangement, or compensation, or exemption of costs, or part costs as deemed appropriate by 'Us'. This will be actioned no later than **14 days** following written confirmation to this effect.

On the inverse, no refund will be extended if it is proven that we are not at fault, or negligent, in any way. In that case, you may be liable for costs incurred by us in the investigation of your complaint, including any administrative, or legal costs, or other services, as applicable.

### Events Bookings

Event booking cancellation may be entitled to a refund (refer to relevant 'terms and conditions' sections). Any refunds agreed to by us will be stated in writing and completed within **14 days** of a written confirmation.

### Method of Payment

Refunds will be processed as follows:

Either,

1. Credit on your credit card
2. Direct payment into your bank account
3. Credit to your account
4. Bank Cheque

## **HIRAGE OF EQUIPMENT / STAFF**

We partner with various businesses and venues. Select venues provide equipment as part of the venue costs or service arrangement, whilst for others, such costs will be in addition or as stated by us to you in writing. In any case, we will advise you at the 'enquire stage' if not at the 'formal quote' stage, of any costs that may be applicable.

### Options of Hireage

Products- Boards / platters / bowls / boards / serving cutlery / Percolators / Urns / Crockery etc.

Staff- as stated by us, the hiring of our staff may be mandatory pending venue policy. If not applicable, our staff are available for a fee to provide event related services. Our staff hire rates are available upon request or refer to your formal quote.

Note: At least one Front of House Staff member must be in attendance and/or supervisor an event including during any out-catering event (on site or off site), to ensure food control plans and related food regulations are being adhered to, with the exception of catered food drop-offs.

Hireage of our staff for your event will be on-charged (if not already included in your quote) and must be paid in line with standard company payment terms.

### **Damages**

Any equipment that is hired but not returned will be invoiced at the full replacement costs.

Breakage or loss- Any equipment hired that is damaged or broken due to neglect or misuse will be charged to the client at current retail prices for its replacement.

### **Sourcing**

We can source most products or services. Just ask and we will gladly explore options for you.

### **Return of Equipment**

We will collect all products hired following the end of the event or in some cases, the day after the event, or as agreed by the Parties. We reserve the right to charge additional fees including collection fees and/or any special return trips, to collect products or to resolve any unresolved matters to do with unsettled hireage or equipment. Cost may range from **\$150-\$500**.

Deliveries- A delivery fee may be charged. We endeavor to make all deliveries on time, however, we do not accept any responsibility for delays in the delivery of products that are third party related and beyond our direct control.

The End.