

Event Terms & Conditions

COFFEE ON CUE (ABN 87 672 602 729 (C.O.C)

1. DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions:

Approvals means any certificate, licence, consent, permit, approval or other requirement of any Authority having jurisdiction in connection with the activities contemplated by this agreement.

Authority means any government, semi-governmental, statutory, administrative, fiscal or judicial body, department, commission, authority, tribunal, public or other person.

Claim includes any claim, including a notice, demand, debt, account, action, expense, damage, loss, cost, lien, liability, proceeding, litigation (including reasonable legal costs), investigation or judgment of any nature, whether known or unknown.

Consumer Guarantee means a consumer guarantee as set out in under Part 3-2, Division 1 of the Australian Consumer Law.

Customer means a customer who has engaged the Services of C.O.C in writing or through the Website.

Default Rate means the pre-judgement interest rate set pursuant to the Penalty Interest Rate Act 1983 (Vic) expressed as a percentage per annum.

Delivery Address means the delivery address described in an accepted Quote.

Force Majeure Event means an act of God, fire, lightning, earthquake, explosions, flood, subsidence, insurrection or civil disorder or military operations or act of terrorism, expropriation, strikes, lock-outs or other industrial disputes of any kind not relating solely to the party affected, and any other event which is not within the reasonable control of the party affected but does not include any act or omission of the other party.

GST has the meaning given in GST Law.

GST Law has the meaning given in A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Intellectual Property means any and all items in which Intellectual Property Rights subsist, existing now or in the future and whether or not registered or registrable.

Intellectual Property Rights means all current and future registered and unregistered rights and all renewals and extension of those rights in respect of copyright, marks, trade secrets, know-how, confidential information, patents, inventions and discoveries and all other intellectual property as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation 1967.

Invoice means an invoice issued by C.O.C to the Customer following acceptance of a Quote.

Loss means any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental.

Quote means a quotation for services issued to the Customer directly in writing or via the Website.

Services means the services selected by the Customer, being either:

- (a) coffee catering services; and/or
- (b) branded events and collateral,

as displayed on the Website from time to time or otherwise agreed between C.O.C and the Customer in a Quote.

Website means www.coffeeoncue.com.au.

2. GENERAL

C.O.C agrees to supply the Services to the Customer on these Terms and Conditions in a professional manner, with due care, skill and diligence.

3. DELIVERY

- (a) C.O.C will attend the Delivery Address to undertake the Services on the nominated delivery date.
- (b) C.O.C will use its best endeavours to arrive at the Delivery Address within 1 hour of the nominated booking time. C.O.C may vary the booking time at its discretion, to another time suitable with the Customer.
- (c) The Customer must ensure that they are the owner or authorised occupant of the Delivery Address to enable C.O.C to undertake the Services in a safe manner.

(d) The following must be available at the Delivery Address unless specified in a Quote:

(i) adequate shelter from adverse weather - if your event is outdoors with no cover provided, and we are forced to use our marquee which was not included in your booking, the cost of the marquee hire will be invoiced following your event;

(ii) loading dock for any access to buildings;

(iii) security passes for C.O.C and its employees and representatives;

(iv) free parking for C.O.C vehicles - if not provided, the cost of parking will be invoiced post-event;

(v) mobile contact details for the Customer's representative on the day of delivery;

(vi) appropriate power outlets in line with coffee cart power specifications (mains power or generator supplier by Customer);

(vii) clear rolling access to the set-up location (no stairs or steps).

(e) Subject to clause 8, C.O.C is not liable to the Customer for any Loss or Claim arising from late arrival or inability to perform the Services due to an unsafe or unsuitable location (including the Customer's failure to comply with clause 3 (c) and/or 3(d).

(f) C.O.C shall be reimbursed by the Customer for any costs and expenses incurred in connection with the Services which arise as a result of a failure by the Customer to comply with clause (d) or C.O.C being required to undertake a site induction. C.O.C's hourly rate is \$50 per hour (plus GST) for the purpose of such calculation.

(g) All serves are a standard 6oz size.

4. PRICE AND COSTS

(a) Unless specified in the Quote, the Invoice is based upon the package inclusions described in the Quote.

(b) Where the included time or number of cups is exceeded, the Customer must pay C.O.C:

(i) \$100 per hour for C.O.C's additional attendance, inclusive of 25 cups per hour; and

(ii) \$5 per cup of hot coffee and \$7 per cup of iced coffee if cups are exceeded during each additional hour.

- (c) The Customer must either pre-pay or pay C.O.C immediately on completion of the Services as set out in the Invoice.
- (d) All prices quoted by C.O.C are exclusive of GST, unless otherwise stated.
- (e) All amounts are payable to C.O.C without set-off or deduction.
- (f) If an Invoice is outstanding after the due date, C.O.C may charge interest at the Default Rate together with its costs of recovering the outstanding amount.
- (g) C.O.C is not obliged to provide any services to the Customer whilst monies are owed to C.O.C by the Customer.

5. CHANGE AND CANCELLATION

- (a) In the event that C.O.C is unable to perform the Services as a result of the Customer's breach of these Terms and Conditions, the Invoice remains payable in full.
- (b) C.O.C may charge a cancellation fee if the Customer cancels or seeks to re-schedule the Services, as follows:
 - (i) within 30 of the delivery time – 50% of the Invoice sum;
 - (ii) within 7 days of the delivery time – 100% of the Invoice sum.
- (c) Despite clause 5(b), where the Services include branded collateral that has been ordered specifically for the Customer and the Customer cancels the Services, then 100% of the portion of the Invoice in respect of the branded collateral remains due and payable.

6. CUSTOMER OBLIGATIONS

The Customer warrants and agrees that at the date of the provision of the Services:

- (a) the Customer has the right, power, authority and entitlement to execute this agreement and perform the Customer's obligations under this agreement;
- (b) the Customer has obtained and will maintain and comply with all Approvals in connection with the provision of the Services at the Delivery Address;
- (c) the Customer will comply with all laws and in connection with the Services;
- (d) the Customer owns its Intellectual Property, which it has provided to C.O.C in connection with the Services and any branded collateral;
- (e) the Customer is familiar with the risks associated with the Services.

7. LIMITATION OF LIABILITY AND INDEMNITY

- (a) Subject to the limitations in this clause 7, the Customer is responsible for making C.O.C aware of any dietary requirements of attendees who may consume food and beverage supplied by C.O.C.

(b) To the maximum extent permitted under the Australian Consumer Law, C.O.C's liability for breach of a Consumer Guarantee, if the Consumer Guarantees apply at law, is limited to any one or more of the following, at C.O.C's election:

(i) the supplying of the Services again; or

(ii) the payment of the cost of having the Services supplied again by an alternative supplier.

(c) To the maximum extent permitted by law, C.O.C limits its liability for any Loss or Claim in connection with this agreement, to the price of the Services.

(d) The Customer releases, indemnifies and holds C.O.C harmless to the full extent permitted by law for any Loss or Claim (including but not limited to the death or injury of the Customer or a third party) whatsoever arising in connection with the supply of the Services to the Customer.

8. MONEY BACK GUARANTEE

Despite clause 7, C.O.C offers you a refund of the Invoice price (excluding the portion of the Invoice in respect of any branded collateral), in the event that:

(a) C.O.C is unable to provide the Services or re-schedule the Services to a time suitable to the Customer; or

(b) C.O.C is late to the Delivery Address by more than 1 hour of the nominated time.

9. FORCE MAJEURE

C.O.C will not be liable for any loss incurred as a result of delay or failure to observe any of these Terms and Conditions due to an event of Force Majeure. C.O.C's obligations under these Terms and Conditions will be suspended and will resume as soon as the cause of the Force Majeure has ceased to have effect.

10. GENERAL

(a) These Terms and Conditions will govern the future supply of services by C.O.C to the Customer, unless new Terms and Conditions are issued by C.O.C to the Customer.

(b) This agreement constitutes the entire understanding between the parties and supersedes all prior agreements, understandings and communications, whether written or oral.

(c) All waivers must be in writing. A single or partial exercise or waiver by a party of a right relating to these terms and conditions does not prevent any other exercise of that right or the exercise of any other right.

(d) Except where this agreement expressly states otherwise, it does not create a relationship of employment, trust, agency or partnership between the parties.

(e) Except as required by law, the Customer must not disclose to any person without C.O.C's prior written consent the existence of, or details in, the agreement or any other information C.O.C gives the Customer.

(f) If any provision of the Agreement is illegal or unenforceable in any relevant jurisdiction, it must be enforced to the maximum extent possible, and if unenforceable may be severed for the purposes of that jurisdiction, without affecting its enforceability in any other jurisdiction or the enforceability of any other part of these terms and conditions.

(g) The Agreement is governed by and is to be construed in accordance with the laws applicable in Victoria, Australia.