

# THE PLATTER COLLECTIVE | ORDER FORM

Please provide The Platter Collective with information about the type of catering you would like to receive, as well as other relevant details as set out on this order form.

**Customer**      Name: \_\_\_\_\_  
ABN \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Function Description:** \_\_\_\_\_

Persons attending  Adults (number) \_\_\_\_\_  
 Children (number) \_\_\_\_\_

Requirements  There will be people with dietary requirements attending.  
Please give details:  
(specify) \_\_\_\_\_

**Function Location** \_\_\_\_\_

Date and time      Start time \_\_\_\_\_  
End time \_\_\_\_\_  
Date \_\_\_\_\_

Function Contact:      Name and Mobile: \_\_\_\_\_

Are there any security or other policies or procedures for entering or leaving the Function Location?

Yes (provide details) \_\_\_\_\_  
 No \_\_\_\_\_

**Platters**

Please provide platter choices that you wish The Platter Collective to provide (details of each platter (and prices) are available in The Platter Collective's menu guide.

Platters


(THIS SECTION TO BE COMPLETED BY THE PLATTER COLLECTIVE)

Description	Detail	Charge
Charge for providing the Platters and equipment based on the numbers of persons attending and the inclusions negotiated.	See above detail	
Subtotal		
Deposit (payable on execution of this Order Form)		

I/We wish The Platter Collective to provide the catering services for the Function at the Price on the Date of the Function, all as set out above subject to the terms and conditions contained in this Agreement.

Signed for, and on behalf of, The Platter Collective PTY LTD

**signature:**

\_\_\_\_\_

**print name:**

\_\_\_\_\_

**date:**

\_\_\_\_\_

Signed for, and on behalf of, the Customer

**signature:**

\_\_\_\_\_

**print name:**

\_\_\_\_\_

**date:**

\_\_\_\_\_

**AGREEMENT TO PROVIDE CATERING SERVICES**

This agreement takes place between The Platter Collective Pty Ltd ACN 627 378 241 and the Customer named in the Order Form.

**1. DEFINITIONS**

In this agreement, the following words have the following meanings.

**Date of the Function, Deposit, End Time, Equipment, Extras, Function, Location and Start Time** have the meanings given to them in the Order

Form.

**Catering Services** means the food preparation, cooking and ancillary services to be provided by The Platter Collective to the Customer for the Function with the Equipment, at the Location on the Date of the Function.

**Order Form** means the order form completed by the

Customer and The Platter Collective stating the Catering Services that the Customer wishes the Platter Collective to provide and the Fee at which The Platter Collective is willing to provide those Catering Services (with other details relating to the Customer's order) subject to the terms and conditions of this agreement.

**Parties** means the Customer and The Platter Collective, and Party means either one of them.

## 2. SUPPLY OF CATERING SERVICES

The Platter Collective will supply the Catering Services with the Equipment and Hired Staff for the Function from the Start Time to the End Time on the Date of the Function at the Fee and at the Location as detailed in the Order Form, and subject to the terms and conditions in this agreement.

The Platter Collective will provide the Catering Services:

- (a) with reasonable care and skill;
- (b) in accordance with food catering industry standards for hygiene and general cleanliness concerning:
  - (i) the preparation and cooking of food; and
  - (ii) the handling and service of food, beverages, utensils and tableware; and
- (c) in compliance with statutory and regulatory requirements affecting the preparation, cooking, handling and service of food.
- (d) A binding contract between the Customer and The Platter Collective will come into being only when The Platter Collective signs the Order Form.
- (e) Even if there is a binding contract between the Parties, any date specified on the Order Form will not be binding on The Platter Collective until The Platter Collective receives payment of the Deposit and for any estimated Extras.

## 3. DEPOSIT, FEE, AND PAYMENT

### 3.1 Deposit

The Customer must pay the Deposit and the amount for the estimated Extras as stated on the Order Form at the time of placing the order for the Catering Services (unless otherwise agreed by the Parties).

### 3.2 Payment

The balance of the Fee must be paid five working days before the Date of the Function.

The Customer must pay for the Extras (or any additional Extras) at the time that The Platter Collective provides an invoice to the Customer for them.

All amounts stated are exclusive of any GST that may be charged by The Platter Collective to the Customer, and therefore, The Platter Collective will be entitled to add on GST.

### 3.3 Calculation of the Fee

The Fee is based on:

- (a) the number of persons who will be attending the Function;

- (b) the type of platter chosen; and
- (c) the day the Function is to take place.

If the Customer changes one or more of these elements after the Order Form has been signed by the Customer, then The Platter Collective will have the right to recalculate the Fee payable. If the Customer will not agree to pay the new Fee, then the Customer may terminate this Agreement, subject to payment of the relevant amount (depending when cancellation is made) as set out in clause 4 below.

### 3.4 Extras

The Fee does not include the Extras, which are charged in addition to the Fee, and for which an estimated amount may be payable at the time the Customer places the order and as stated in the Order Form.

The cost of certain Extras depends on the number or amount used or consumed at the Function, at the rates set out in the price list provided by The Platter Collective.

### 3.5 Failure to pay

If the Customer does not make payment by the date stated in any invoice or as otherwise provided for on the Order Form or in this Agreement then The Platter Collective shall be entitled to:

- (a) require the Customer to pay in advance for any Catering Services, or any part of the Catering Services, which have not yet been performed; and
- (b) not perform any further Catering Services.

### 3.6 Increase of Fee

If there is a period of more than 30 days between when an order is placed by the Customer and the Date of the Function then The Platter Collective reserves the right to increase the Fee if there is an increase in the price charged to The Platter Collective for food or Equipment.

If the Customer will not agree to pay the new Fee then the Customer may terminate this Agreement, subject to payment of the relevant amount (depending when termination of the Agreement is made) as set out in clause 4 below.

## 4. CANCELLATIONS OR CHANGES IN THE NUMBER OF PERSONS ATTENDING THE FUNCTION

### 4.1 Food and consumables

The Customer acknowledges and recognises that, in relation to food:

- (a) The Platter Collective needs to purchase food and other consumables in advance before the Function;
- (b) at the time of termination of the Agreement, cancellation of the Function, or a reduction in the numbers of persons attending the Function, The Platter Collective may have already purchased the food and other consumables and may not be able to use the food for any other function, or the food may not be appropriate for any other function that The Platter Collective is undertaking;

- (c) food will deteriorate or become unfit for human consumption if not used by a particular date or by any given "use by" dates; and
- (d) food bought by The Platter Collective cannot normally be returned to the supplier.

#### 4.2 Reduced numbers

If the Customer reduces the numbers of persons attending the Function less than five working days before the Date of the Function, then the whole of the Fee will normally be payable. If the Customer notifies The Platter Collective more than five working days before the Date of the Function, then The Platter Collective may be able to purchase less food and other consumables and will, where possible, reduce the Fee to reflect the lesser amounts purchased.

#### 4.3 Access requirements

The Platter Collective requires access to the Location:

- (a) at least TBC minutes before the Start Time;

The Customer must ensure that The Platter Collective can enter and leave the Location without excessive restriction.

### 5. OBLIGATIONS ON THE CUSTOMER

The Customer must:

- (a) make the Location and Facilities available on the Date of the Function;
- (b) allow The Platter Collective access to the Location no less than TBC minutes before the Start Time;
- (c) ensure that the persons attending the Function behave in a polite and reasonable fashion to The Platter Collective and its staff or agents during the Function;
- (d) ensure that the Equipment is not damaged by the persons attending the Function;
- (e) ensure that the food is consumed within 4 hours of service; and
- (f) ensure that The Platter Collective and its staff can access and exit the Location without excessive restriction or without having to comply with excessive security measures.

### 6. LIABILITY AND INDEMNITIES

- (a) Except in the case of death or personal injury caused by The Platter Collective's negligence, the liability of The Platter Collective under or in connection with this agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever shall not exceed the Fee. The provision of this clause 6(a) does not apply to clause **Error! Reference source not found.**
- (b) Neither Party is liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill. The provisions of this paragraph

6(b) do not apply to the indemnities give under paragraphs 6(c) or **Error! Reference source not found.**

- (c) The Customer will indemnify and hold harmless The Platter Collective from and against all Claims and Losses arising from loss, damage, liability, injury to The Platter Collective, its employees and third parties, infringement of third-party intellectual property, or third-party losses by reason of or arising out of any information supplied to the Customer by The Platter Collective, its employees or Caterers, or supplied to The Platter Collective by the Customer within or without the scope of this agreement.

- (d) In this clause 6:

**Claims** means all demands, claims, proceedings, penalties, fines and liability, whether criminal or civil, in contract, tort or otherwise; and

**Losses** means all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.

### 7. DURATION AND TERMINATION

- (a) This agreement comes into effect on the date that The Platter Collective signs the Order Form.
- (b) Unless this agreement is terminated earlier in accordance with the provisions of this clause 7 or as otherwise provided in this agreement, it will terminate automatically terminate by expiry when The Platter Collective has completed performing the Catering Services.
- (c) Despite paragraph 7(a), either Party may terminate this agreement at any time on written notice to the other Party (**Other Party**):
- (d) If:
  - (i) the Other Party is in breach of its obligations under this agreement; and,
  - (ii) the breach is capable of remedy within 7 days,

the breach is not remedied within 10 days of the Other Party receiving notice specifying the breach and requiring the breach to be remedied; or

- (iii) the Other Party enters into a deed of arrangement or an order is made for it to be wound up, or if an administrator, receiver or receiver/manager or a liquidator is appointed to the Other Party pursuant to the *Corporations Act 2001* (Cth); or
- (iv) the Other Party would be presumed to be insolvent by a court in any of the circumstances referred to in the *Corporations Act 2001* (Cth).

- (e) The written notice referred to in paragraph 7(c) will take effect as specified in it.
- (f) On termination of this agreement under this clause 7:
  - (i) the Customer must pay for all Catering Services provided up to the date of termination and Extras purchased, and for all expenditure falling due for payment after the date of termination from commitments reasonably and necessarily incurred by The Platter Collective for the performance of the Catering Services before the date of termination; and
  - (ii) the Customer shall return to The Platter Collective all Equipment, food, cutlery or other items of The Platter Collective or permit The Platter Collective access to the Location to collect such things.

**8. GENERAL**

**8.1 Force majeure**

Neither Party will have any liability under this agreement or be deemed to be in breach of it for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of that Party.

The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so.

If such circumstances continue for a continuous period of more than 6 months, either Party may terminate this agreement by written notice to the other Party.

**8.2 Amendments**

This agreement may only be amended in writing

signed by duly authorised representatives of the Parties.

**8.3 Assignment**

- (a) Subject to paragraph 8.3(b), neither Party may assign, delegate, subcontract, mortgage, charge or otherwise transfer any or all of its rights and obligations under this agreement without the prior written agreement of the other Party.
- (b) A Party may assign and transfer all its rights and obligations under this agreement to any person to which it transfers all of its business, provided that the assignee undertakes in writing to the other Party to be bound by the obligations of the assignor under this agreement.

**8.4 Entire agreement**

This agreement contains the whole agreement between the Parties in respect of the subject matter of this agreement and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter.

The Parties confirm that they have not entered into this agreement on the basis of any representation that is not expressly incorporated into this agreement.

**8.5 Notices**

A notice or other communication connected with this agreement has no legal effect unless it is in writing.

**8.6 Law and jurisdiction**

This agreement takes effect, is governed by, and shall be construed in accordance with the laws from time to time in force in Queensland, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of Queensland.