



## QUESH - FINGER FOOD, BEVERAGE, STAFFING.

### Terms and Conditions (Effective July 1<sup>st</sup> 2007)

Quesh Finger food wants your function to be a success. We know the best way to achieve success is to formulate a strong, honest and open relationship with you. A relationship where communication is clear and expectations from both sides are understood from the beginning.

Quesh Finger food services are hired under the terms and conditions set out below. The payment by any person of any fees and charges for such services shall be deemed to be an acknowledgment and acceptance by such person of these terms and conditions.

#### 1. **Quotation**

Once you have discussed your brief, our catering team will develop a quotation for you based on your individual requirements. This written quotation will remain valid for 30 days from date of issue. In the instance that the event brief alters, it may be necessary to review and reissue each quotation.

#### 2. **Prices**

While all attempts are made to maintain published prices, they may be subject to change at the discretion of Quesh Finger food. If prices will differ, the client will be informed before the event date. Prices quoted include GST unless otherwise specified.

#### 3. **Confirmation of Booking**

Quesh Finger food considers confirmation of your event upon receipt of these terms and conditions signed and accompanying payment of the requested deposit by the due date specified. Failure to adhere to this procedure may result in Quesh Finger food being forced to cancel the event and/or venue hold. Some items are subject to availability and therefore Quesh reserves the right to add, modify or substitute items from finger food packages without prior notice.

#### 4. **Payment Terms**

As many costs are incurred on your behalf prior to the event date, Quesh Finger food has the following payment terms:

- A deposit, based on a 50% of total quotation costs, is required to confirm your event.
- Full prepayment of all known costs (including estimated beverage costs, where applicable) is payable at least seven (7) days prior to your event.
- Where beverage consumption is applicable, payment of a beverage consumption estimate is required as part of prepayment. The client then agrees that final consumption will be charged according to Quesh Finger food consumption records.
- Any outstanding amounts remaining at the completion of your event will be deducted from the event bond, subject to any variation of previously agreed event details (as per final event order). Any outstanding balance after this deduction is payable immediately upon issue of the final event statement.
- Payment can be made by direct credit (EFT), credit card, cheque, bank cheque or cash. Funds **MUST** be cleared meaning cheques must be received in time to clear prior to function proceeding.

## 5. **Cancellation**

In the instance that you need to cancel your event, the following conditions will apply:

- All cancellations must be made in writing.
- If cancellation is received less than 14 days prior to the event date, the cancellation fee will consist of the total deposit and all non-refundable charges.
- Where circumstances beyond our company's control prevent Qesh Finger food from fulfilling any obligations, Qesh Finger food will be released from this agreement without penalty.

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## 6. **Confirmation of Guest Numbers**

To ensure maximum value and efficiency for you, Qesh Finger food requires confirmation of minimum numbers attending your event at least 10 (ten) working days prior to the event date.

The final number of guests attending the event is required 5 (five) working days prior to the event.

If the confirmed number of guests increases by more than 5% less than 2 (two) working days prior to the event, a surcharge of 15% may apply on food and beverage charges for the additional guests. Qesh Finger food will endeavour to accommodate any requests at late notice, but are unable to give a guarantee.

## 7. **Responsible Service of Alcohol/Disorderly Conduct**

Qesh Finger food has a Responsible Service of Alcohol Policy. It is illegal to serve alcoholic beverages to any person who is intoxicated or who may attempt to drive a vehicle, and as such Qesh Finger food reserves the right to refuse service to such person and or request the departure from the premises. It is illegal also to serve beverage to any person under eighteen years of age and Qesh Finger food reserve the right to request suitable identification to this end.

We at Qesh Finger food will not permit or suffer any riotous, disorderly, offensive or improper conduct. Offenders will be asked to leave the event. We reserve the right to leave an event should in any way be threatened either physically or verbally by patrons at an event. Under these circumstances full charges will be applied for staffing regardless of time expired at the event.

## 8. **Service of Food**

Due to health regulation guests or organisers are allowed not allowed to take left over food home from the premises under any circumstances. Food may contain gluten, wheat products, soy, egg, milk, dairy and also may contain traces of peanuts, other nuts, seafood, seed. The client maintains they are responsible for their own allergies to products and should abstain if they feel they are at risk of adverse reaction to food being served.

## 9. **Damages**

Neither Qesh Finger food nor any venue booked on behalf of the client shall be liable for any loss or damage sustained by the client or by any person, firm or corporation supplying any client. The client shall be responsible for the cost of making good any damage or loss caused to any venue booked on behalf of the client

and Qesh Finger food buildings, furniture, fittings and equipment arising out of and in the course of the client's events.

**Delivery**

10. All Qesh products incur a \$33 delivery fee. This delivery is subject to Qesh Terms and Conditions. The delivery address is to not be further than a 30kms radius from the city of Melbourne, Victoria. After such distance a travel fee shall occur.

**Limit of liability**

Qesh shall not be held responsible for any damage occurred by guests of a function held. The guest that has been found to have caused the property damage or alike, is to pay the amount to repair in full. Qesh holds no responsibility for the health of our guests whilst attending a function/event, they are therefore responsible for their own actions.