

Hire a Food Truck Terms & Conditions

1. Who are the parties to this agreement?

You, the customer, are seeking a Food Service Provider, who will attend your venue and provide food and refreshments.

We/Us, the team at Hire a Food Truck™, have many years of experience in arranging Food Service Providers for your important event. We act as an Agent for the Food Service Provider.

The **Food Service Provider** means the organisation that attends your venue and provides food and refreshments as agreed between You and them.

2. How we engage with you

2.1 When you wish to engage us to find a Food Service Provider for You and arrange for the Food Service Provider to attend your event, we work together with you to obtain information necessary to refer a Food Service Provider for You.

2.2 Once We have obtained the necessary information, We will provide You with a Client Booking Confirmation Invoice. The purpose of the Client Booking Confirmation Invoice is to finalise your needs and state the Food Service Provider and their needs.

2.3 We are always acting in the capacity of an Agent of the Food Service Provider.

2.4 Once you are happy to proceed, we will require to agree with the information in the Client Booking Confirmation Invoice, payment as stated in this document and acceptance of these Terms and Conditions.

2.5 If you have any questions about how We conduct our interaction with You, and these terms and conditions, please do not hesitate to contact our friendly customer service people to answer Your queries.

3. What You agree to do

3.1 As You engage the Food Service Provider to provide services to You, You must comply with the reasonable requests of the Food Service Provider, which includes to:

- (a) Information specified in the Client Booking Confirmation Invoice;
- (b) provide a proper number of attendants and stewards to ensure the safety of the Food Service Provider including sufficient supervision of the venue and event;
- (c) maintain the proper conduct of the guests;
- (d) preservation of order;
- (e) the Food Service Provider is provided with a safe and secure area in which to operate;
- (f) prevent the entry of undesirables;
- (g) provide access to sufficient mains power supply outlets as required by the Food Service Provider.
- (h) to indemnify the Food Service Provider for any loss, damage or injury arising through any cessation or malfunction of electrical equipment;
- (i) Adherence of local laws and regulations in relation to the event being held at Your specified venue.

3.2 Where the Food Service Provider, in its sole discretion considers that the area in which they are to operate is unsafe, the Food Service Provider may require You to:

- (a) Immediately make that area safe;
- (b) make available another area that is a safe area within a reasonable timeframe; or
- (c) if You are not able to reasonably comply with items 3.2(a) and (b) above, the Food Service Provider may elect:
 - (i) not to provide his services; and
 - (j) to demand payment for the services, as if they were delivered.

3.3 Where you wish to use the services of the Food Service Provider for any future events, You agree that you will only do so by contacting US and using our Agency services.

4. How and when is payment made?

4.1 When we recommend a Food Service Provider to you, we will also inform you of the payment terms, in the Client Booking Confirmation Invoice.

4.2 You agree to pay the monies and the manner as specified in the Client Booking Confirmation Invoice.

4.3 Where You do not pay the fee or any part thereof as provided under these terms and conditions and the Client Booking Confirmation Invoice, any outstanding amount shall be a debt owing to the Food Service Provider, for which We, as Agent of the Food Service Provider, shall have the right to pursue all legal avenues of collection on outstanding monies, accrued interest and associated legal fees. Any such overdue payments shall attract interest at the rate set as The Australian Reserve Bank's Official Cash Rate plus 10% per annum from the due date of payment until payment is received in full.

5. Cancellation by You

5.1 Where You cancel, by written notice to Us, You accept and agree to forfeit your instalment (if any was paid by You).

6. Cancellation by the Food Service Provider

6.1 The Food Service Provider may cancel his services to You by written notice to your nominated contact address for any period of time being not less than 30 days prior to the event.

6.2 Where the Food Service Provider has cancelled his provision of services to You pursuant to this clause, the Food Service Provider reserves the right to substitute another Food Service Provider to provide similar food services.

6.3 Where the Food Service Provider does not deliver the services agreed on the Client Booking Confirmation Invoice, the liability of the Food Service Provider to You for any loss or damages suffered by You by any reason of a failure to provide the food service, otherwise than in accordance with a termination pursuant to clause 7.1, arising from any breach of the conditions hereof or any negligent act of omission of the Food Service Provider in the performance of his obligations hereunder of in the doing of anything related hereto, shall be limited to the amount of the fee to be paid to the Food Service Provider hereunder or to the Food Service Provider supplying his services on another occasion at a time and on conditions to be agreed between the parties, on a good faith basis.

7. Limited Liability and Indemnity

- 7.1 As We are only acting in the capacity of an Agent of the Food Service Provider, you agree that We are not liable for any compensation, damages, loss, costs or any other incidental expenses under this agreement arising out of any direct or indirect breach, default, negligent act or omission of the Food Service Provider in engaging with You both in the preparation, delivery during and any activities after Your event.
- 7.2 You agree to indemnify Us against any expenses incurred, damage, loss or breach due to the actions of the Food Service Provider, the venue, a guest or any third party directly or indirectly related to the event.

8. Variation

- 8.1 Should there be a variation by You to the information agreed in the Client Booking Confirmation Invoice, including but not limited to such matters such as event date, event time, catering numbers, food and beverage requirements, You must immediately inform Our customer service representative, nominated on the Client Booking Confirmation Invoice.
- 8.2 A proposed variation by You will only be accepted when agreed by email from Us.
- 8.3 You agree and accept that your proposed variation may not be accepted us and or the Food Service Provider.
- 8.4 A Variation forms part of the Client Booking Confirmation Invoice only after:

- (a) A Varied Client Booking Confirmation Invoice is provided by Us to You,
- (b) You review the Varied Client Booking Confirmation Invoice and confirm it accurately states Your proposed variation, and
- (c) We receive Your email to Us which states that You confirm the Varied Client Booking Confirmation Invoice as replacing the Client Booking Confirmation Invoice.

9. General

- 9.1 These terms and conditions may only be varied or replaced by a document executed by You and Us.
- 9.2 This agreement, together with the Client Booking Confirmation, records the full agreement and understanding between the parties and supersedes any previous agreement or verbal discussion.
- 9.3 A single or partial exercise or waiver by a party of a right relating to this document does not prevent any other exercise of that right or the exercise of any other right.
- 9.4 A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 9.5 This document is governed by and is to be construed in accordance with the laws applicable in Victoria.
- 9.6 Each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.