



LAURA FERGUSSON TRUST
Canterbury

1. Definitions

- 1.1 'Provider' means CAN DO CATERING @ LAURA FERGUSSON TRUST, its successors and assigns or any person acting on behalf of and with the authority of CAN DO CATERING @ LAURA FERGUSSON TRUST.
- 1.2 'Customer' means the person/s purchasing the catering as specified in any invoice, document or order.
- 1.3 'Price' means the Price payable for the Catering services as agreed between the Provider and the Customer in accordance with clause 4 below.

2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Catering Services.
- 2.2 These terms and conditions may only be amended with the Provider's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Provider.

3. Change in Control

- 3.1 The Customer shall give the Provider not less than seven (7) days prior written notice of any proposed change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Provider as a result of the Customer's failure to comply with this clause.

4. Price and Payment

- 4.1 At the Provider's sole discretion, the Price shall be either:
 - (a) as indicated on any invoice provided by the Provider to the Customer; or
 - (b) the Price as at the date of delivery of the Catering Service according to the Provider's current price list; or
 - (c) the Provider's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 The Provider reserves the right to change the Price if a variation to the Provider's quotation is requested. If any variation occurs from the order of Catering Services, the Provider will contact the Customer and agree the revised price. Payment for all variations must be made in full at their time of completion.
- 4.3 At the Provider's sole discretion a non-refundable deposit may be required if the order exceeds \$200 excluding GST.
- 4.4 Time for payment for the Catering Service being of the essence, the Price will be payable by the Customer on the date/s determined by the Provider, which may be:
 - (a) due seven (7) days following the delivery in which an invoice is posted or emailed to the Customer's address or address for notices;
 - (b) the date specified on any invoice or other form as being the date for payment.
- 4.5 Payment may be made by cash (on delivery only), cheque, bank cheque or electronic/online banking or Credit Card.
- 4.6 If payment is made by Credit Card there is a 0.75% fee added to the price, payable by the customer.
- 4.7 Unless otherwise stated, the Price does not include GST. In addition to the Price, the Customer must pay to the Provider an amount equal to any GST the Provider must pay for any supply by the Provider under this agreement for the sale of food/catering services

4.8 The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price, except where they are expressly included in the Price.

5. Delivery of Catering Services

5.1 Delivery ('Delivery') of the Catering Service is taken to occur at the time that the Client receives the Catering Service at the address negotiated and agreed on the order.

5.2 At the Provider's sole discretion, the cost of travel and travel time is either included in the Price or is in addition to the Price.

6. Risk

6.1 If the Customer requests the Provider to cancel the catering service, then the risks associated with this will be that held by the Customer.

7. Insurance

7.1 The Provider shall have in place comprehensive employee compensation and Public Liability insurances to cover all its employees. Certificate of Currency will be provided to the Customer (if requested) annually under this agreement.

8. Intellectual Property

8.1 Where the Provider has designed, drawn or developed brochures or menus for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Provider.

8.2 The Customer warrants that all designs, specifications or instructions given to the Provider will not cause the Provider to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Provider against any action taken by a third party against the Provider in respect of any such infringement.

9. Default and Consequences of Default

9.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Provider's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

9.2 If the Customer owes the Provider any money, the Customer shall indemnify the Provider from and against all costs and disbursements incurred by the Provider in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, the Provider's collection agency costs, and bank dishonour fees).

9.3 Without prejudice to any other remedies the Provider may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions, the Provider may suspend or terminate the supply of catering Services to the Client. The Provider will not be liable to the Customer for any loss or damage the Customer/Client suffers because the Provider has exercised its rights under this clause.

9.4 Without prejudice to the Provider's other remedies at law, the Provider shall be entitled to cancel all or any part of any order of the Customer that remains unfulfilled and all amounts owing to the Provider shall, whether or not due for payment, become immediately payable if:

(a) any money payable to the Provider becomes overdue, or in the Provider's opinion the Customer will be unable to make a payment when it falls due;

(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

10. Compliance with Laws

10.1 The Customer and the Provider shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.

11. Cancellation

11.1 The Provider may cancel any contract to which these terms and conditions apply or cancel delivery of Catering Services giving 48 hours notice. On giving such notice, the Provider shall repay to the Customer any money paid by the Customer for the catering services. The Provider shall not be liable for any loss or damage whatsoever arising from such cancellation.

11.2 In the event that the Customer cancels delivery of catering services giving less than 48 hours notice, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Provider as a direct result of the cancellation (including, but not limited to, any loss of profits).

12. Privacy Act 1993

12.1 The Customer authorises the Provider to:

- (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
- (b) disclose information about the Customer, whether collected by the Provider from the Customer directly or obtained by the Provider from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

12.2 The Customer shall have the right to request the Provider for a copy of the information about the Customer retained by the Provider and the right to request the Provider to correct any incorrect information about the Customer held by the Provider.

13. General

13.1 The failure by the Provider to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Provider's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

13.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Courts of Christchurch.

13.3 The Provider shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Provider of these terms and conditions (alternatively the Provider's liability shall be limited to damages which under no circumstances shall exceed the price of the catering service).

13.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Provider nor to withhold payment of any invoice because part of that invoice is in dispute.

13.5 The Provider may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

13.6 The Customer agrees that the Provider may amend these terms and conditions at any time. If the Provider makes a change to these terms and conditions, then that change will take effect from the date on which the Provider notifies the Customer of such change. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

13.7 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Can Do Catering is a division of ;

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