Booking Terms & Conditions

Plate Events & Catering will deliver to the client the goods and services as detailed & accepted in the Event Proposal and the following terms and conditions apply which should be read carefully:

Important Booking Conditions

Please read these terms and your proposal before accepting. Cancellation or removal of part of a booking can result in charges under clause 5. Final quantities, minimum commitments and extra charges must be identified in the proposal. Payment alone does not make every amount non-refundable. Your Australian Consumer Law rights are preserved.

1 Our Agreement and Your Rights

1.1 “We”, “us” and “Plate” mean Plate Events & Catering Pty Ltd. “You” means the individual or legal entity identified as the customer in the booking schedule. A department or trading name must be linked to its legal entity. An authorised employee accepting for an organisation does not personally guarantee its debts.

1.2 The agreement consists of the accepted proposal, completed booking schedule, these terms and any written variations agreed by both parties. Any expressly negotiated special condition takes priority over an inconsistent standard term, followed by the booking schedule, proposal and these terms. Mandatory law always takes priority. A purchase order does not automatically replace agreed terms; any competing conditions must be resolved in writing before acceptance.

1.3 We provide these terms before acceptance. The agreement forms when you accept the proposal and these terms by signature, electronic acceptance, or written confirmation. Payment amounts to acceptance only where the proposal clearly explained that effect and these terms were supplied beforehand. We confirm the reserved date in writing after receiving the required payment or approving credit terms.

1.4 Nothing in this agreement excludes, restricts or modifies a consumer guarantee, statutory remedy or other right that cannot lawfully be excluded. This includes rights under the Australian Consumer Law. Where those rights apply, they override any inconsistent cancellation, refund, liability or complaint provision.

2 Scope and Authority

2.1 Only the goods and services specified in the proposal are included. Delivery, setup, service, pack-down, collection, cleaning, utilities and waste removal must be identified as included, excluded or customer responsibilities. The named event contact may approve operational changes within any spending limit recorded in the schedule.

2.2 Proposal validity is the period stated in the proposal, or 14 calendar days if none is stated. Before acceptance, availability must be reconfirmed. A later change to our published terms does not amend an existing agreement without your agreement.

Prices and Payment

3 Prices and Additional Work

3.1 Prices are in Australian dollars. The proposal must show the total payable, GST treatment and all known unavoidable fees. Unless expressly shown otherwise in a business quotation, prices exclude GST. Any GST-exclusive business quotation must also show GST and the total payable. Mandatory administration, delivery or public holiday charges must be included in that total, not added unexpectedly later.

3.2 We do not add card payment surcharges. Available payment methods are stated on the invoice. Please use the invoice reference. Never email full card details or security codes to us. Card payments and any separately agreed card-on-file authority are handled through a secure payment provider.

3.3 A price change after acceptance requires your written agreement, except an extra already authorised at a stated rate and within an agreed limit. Additional staffing, overtime, access delays, cleaning, equipment or supplier charges must have a disclosed rate or a separate accepted quote. We will obtain approval before discretionary additional work. There is an automatic 20% late-order fee for orders within our designated timeframe and a 20% post-payment account surcharge when paying on your payment terms and not our 7 day agreed commercial terms.

3.4 We aim to receive event bookings at least 14 days ahead. Online order cut-offs are those displayed before checkout. We may accept shorter notice subject to availability and a separately agreed price. Procurement portal or onboarding work is chargeable if required to be completed.

4 Payment and Overdue Accounts

4.1 Unless the schedule states otherwise, bookings below $5,000 require full payment within seven calendar days of the invoice and before the date is secured. Bookings of $5,000 or more require a 30% advance within that period; the balance is due 14 calendar days before the event. For bookings accepted within 14 days of the event, full payment is due on acceptance. The earlier applicable deadline applies.

4.2 For cancellation calculations only, the deposit allocation is the lesser of $500 and the total booking price for bookings below $5,000, or 30% of the total booking price for bookings of $5,000 or more. It forms part of the price, not an extra fee. Retention is governed by clause 5; it is not automatically forfeited.

4.3 Approved account customers follow the written credit terms in their schedule. Purchase order delays and internal approval processes do not extend an agreed due date unless we agree. We send invoices to the nominated booking and accounts contacts, with the event reference and ordering contact identified.

4.4 If an undisputed amount is overdue, we will give written notice and at least five business days to remedy it. We may then suspend unperformed services or terminate for continuing material non-payment. For a booking accepted less than five business days before the event, any shorter remedy period must be clearly agreed in the schedule. Suspension must be proportionate; termination charges remain subject to clause 5.

4.5 A 5% weekly percentage late fee of compounding interest applies under these standard terms. You are responsible for reasonable, actually incurred external recovery costs lawfully recoverable because of your payment default, after notice and an opportunity to pay; the fixed collection percentage or internal administration penalty applies. Genuine disputed amounts are investigated before recovery action; undisputed amounts remain payable.

Cancellations and Partial Cancellations

5 Change of mind and customer cancellation

5.1 You may cancel all or part of a booking by written notice to admin@plateevents.com.au. This includes removing elements such as a coffee cart, bar, hire item, menu package or other service. Notice takes effect when received, not when we acknowledge it. We will acknowledge it promptly. Timing is measured in elapsed hours before the scheduled start of the affected service, in the event location's time zone. Seven days means 168 hours.

5.1A A change of mind includes reducing your budget, a change in management instructions, choosing another supplier, no longer requiring a service or changing your preferences. It does not, by itself, entitle you to a full refund. You may still cancel all or part of the booking under this clause. Any deduction is calculated under clauses 5.2 to 5.7; any credit is optional under clause 6. This clause does not apply to the extent you exercise a statutory cancellation or refund right.

5.2 For a voluntary cancellation, including a budget reduction or change of mind, the cancellation charge is the LOWER of (a) our recoverable loss under clause 5.3 and (b) the following cap. More than seven days before the affected service: the deposit allocation attributable to the cancelled work. Seven days or less, including a no-show: 75% of the agreed price of the cancelled work. These are maximums, not automatic fees. No charge applies to the extent you lawfully cancel because of our breach or exercise a non-excludable statutory right.

5.3 Recoverable loss means reasonable, evidenced loss caused by the cancellation: work already performed specifically for that booking, unavoidable supplier commitments, preparation and staffing costs, and demonstrable net profit lost on reserved capacity that could not reasonably be rebooked. We deduct costs saved, supplier refunds, reusable or resalable value and replacement business that reduces the loss. We take reasonable steps to minimise loss. The same item cannot be recovered twice or included both as a cost and in lost profit.

5.4 For a partial cancellation, we apply the cap ONLY to the removed work. We use its accepted line-item price or, for an unitemised package, a reasonable allocation of the accepted package price supported by the original cost breakdown. For cancellations more than seven days ahead, its deposit allocation equals the original booking deposit allocation multiplied by the removed work's price divided by the original booking price. We do not impose a fresh $500 deposit for each removed component. Previous reductions and charges are accounted for to avoid duplicate recovery.

5.5 The retained services remain booked. Their rates do not automatically increase because you removed another service. Any package-discount adjustment or minimum spend must have been specifically disclosed and accepted in the proposal. No minimum-spend shortfall is collected in addition to a cancellation charge for the same loss; any amount retained for unperformed work remains subject to clauses 5.2 and 5.3.

5.6 Bespoke purchases or unusually large non-cancellable supplier commitments may require a different cancellation cap. That cap, the affected items and the reason must be separately stated and specifically accepted before we commit the expenditure. No undisclosed supplier term overrides these terms. A special cap remains subject to recoverable loss, mitigation and mandatory law.

5.7 We provide an itemised calculation and supporting explanation within 10 business days after notice, or explain any reasonable delay and give an expected date. We refund any undisputed excess payment within 14 calendar days after establishing that amount, and do not withhold the undisputed portion while another amount is disputed. Any lawful cancellation balance owing is payable within 14 calendar days of the itemised invoice. Deposits already paid are credited against the charge, never added on top.

Changes Credits and Service Delivery

6 Date Changes and Booking Credits

6.1 A requested date change is subject to availability and written agreement. We will explain any price difference and unavoidable change costs before you accept. If agreed, unused payments transfer to the revised booking after agreed, evidenced costs of the change are deducted. We do not impose a full cancellation charge and separately recover the same change costs. If we cannot agree a new date, the original booking remains unless you cancel it under clause 5.

6.2 A credit is optional and must be agreed in writing. It cannot replace a refund you are legally entitled to without your agreement. A tax or accounting credit note does not, by itself, convert a refund into an expiring booking voucher.

6.3 Our standard cancellation credit is valid for three years from issue, or longer if law requires. Its value, issue date, expiry date, eligible services and issuing legal entity will be recorded in writing. It may be applied across multiple bookings until used, with no redemption or inactivity fee. New bookings are subject to availability and the prices agreed at that time. A booking accepted before expiry preserves the amount applied to it even if its event date falls later. Any unused balance retains its original expiry.

6.4 Credits are not redeemable for cash except as required by law or expressly agreed. Use by another department of the same customer entity is permitted; transfer to another entity requires written approval, which will not be unreasonably withheld. Purchased gift vouchers are also issued for at least three years unless a lawful, expressly disclosed exception applies. We do not rely on an exception for standard cancellation credits.

7 Guest Numbers, Menus and Final Instructions

7.1 Final numbers, dietary requirements, timing, venue access and service instructions are due 14 calendar days before the event, or on acceptance for shorter-notice bookings. A decrease after acceptance is a partial cancellation under clause 5; it is not automatically charged at the full original price. Accepted minimum staffing and minimum-order requirements continue, subject to clause 5.5. Increases depend on availability and an agreed price.

7.2 We will seek approval for material menu or product substitutions. Any agreed substitute must meet the accepted dietary requirements. If an agreed essential item is unavailable and no suitable alternative is accepted, you may cancel the affected item for a refund; broader remedies under law remain available. Minor presentation changes must not materially reduce quality, quantity or value.

8 Timing Access and Additional Hours

8.1 The schedule records arrival or delivery windows, food service times, staffed service duration and pack-down. We do not assume a universal two-hour service period. Pack-down must not reduce the purchased service duration. Tell us before booking if a time is essential; we will expressly confirm whether we can meet it.

8.2 You must provide the agreed safe access, loading area, parking, utilities and venue permissions. If your delay causes additional time or costs, only reasonable evidenced amounts at pre-agreed rates apply. We notify the event contact promptly and seek approval where practicable. Extra service hours require approval and staff availability. If we are delayed, we notify you promptly and take reasonable steps to minimise disruption; your remedies are not excluded.

Food Safety and Customer Handover

9 Allergies and Dietary Requests

9.1 Disclose allergies, intolerances and dietary requirements before accepting the menu, with final details by the clause 7 deadline. We confirm in writing what we can safely accommodate. We use ingredients including native nuts and other allergens and do not operate an allergen-free kitchen. We do not accept a requirement to provide meals suitable for a person with a peanut or tree-nut allergy. Please arrange an appropriate alternative for those guests and tell us how it will be separately handled.

9.2 Other dietary requests are accepted only after assessment and written confirmation. If we cannot safely meet a request, we tell you; we do not describe an unsuitable meal as safe. We provide required allergen information and take reasonable precautions for accepted requests. General cross-contact statements do not excuse inaccurate information, unsafe food, negligence or failure to meet an agreed requirement.

9.3 You must pass our written dietary limitations and meal identification instructions to the affected guests and any independent servers. If a requirement is disclosed after booking, we will discuss a safe alternative and any agreed price change. Any customer cancellation remains subject to clause 5 and statutory rights; we cannot require a guest to accept unsafe food.

10 Drop Off Catering and Food Handling

10.1 We remain responsible for food safety during preparation, transport and any service we perform. At handover we record the delivery time, recipient and relevant storage or service instructions. You must nominate a responsible person to receive the food and provide the agreed refrigeration, hot holding and clean service area.

10.2 Once handed over, you are responsible for food storage, display, reheating and service that you or your staff control, in accordance with our written instructions. Keep potentially hazardous food at 5°C or below, or 60°C or above, unless a safe, validated alternative applies. Our handover instructions must account for any time already spent outside temperature control; receiving food does not restart the clock.

10.3 Where the cumulative two-hour/four-hour rule is appropriate for refrigerated ready-to-eat potentially hazardous food held between 5°C and 60°C: less than two hours permits use or re-refrigeration; two to less than four hours permits immediate use but not re-refrigeration; four hours or more requires disposal. Follow any stricter instructions supplied for the food. This rule is not a substitute for the separate requirements for cooling cooked food.

10.4 Drop-off service does not include ongoing supervision, urn refilling, ice replenishment, plate clearing or later food service unless listed in the proposal. We will specify who supplies and operates each item. Only competent adults should operate hot-water, electrical or other potentially hazardous equipment after receiving instructions.

10.5 We may decline to leave food where agreed safe storage or a responsible recipient is unavailable, after attempting to contact you. We will explain safe alternatives and any reasonable agreed charges. We do not leave perishable food unattended without an agreed safe arrangement. Leftovers are handed over only where safe and with suitable instructions.

10.6 You are responsible for loss caused by your mishandling after handover, to the extent attributable to you. This does not release us from responsibility for unsafe food supplied by us, incorrect instructions, our negligence or non-excludable legal obligations.

Equipment, Alcohol and Event Responsibilities

11 Equipment Hire, Cleaning and Damage

11.1 The proposal identifies hire items, quantities, hire period, delivery and collection arrangements, cleaning requirements and any security bond. We provide equipment reasonably fit for its agreed purpose, operating instructions and an opportunity to record its condition. Report faults promptly and stop using unsafe equipment. You must not modify equipment, move it to another venue or subhire it without permission.

11.2 You must use reasonable care, follow safety instructions and keep equipment secure while in your custody. You are responsible for reasonable loss or damage caused by your breach, negligence or misuse, including that of persons you authorise to use the equipment. You are not responsible for fair wear and tear, inherent faults, our acts or omissions, or losses outside your responsibility under law.

11.3 Damage charges reflect reasonable repair costs or, where repair is uneconomic, the item's reasonable replacement value allowing for age and condition. We supply evidence and do not automatically charge new-for-old replacement. Cleaning and late-return charges apply only at rates accepted before hire and to the extent reasonably incurred. We mitigate any continuing hire loss.

11.4 We itemise a proposed bond deduction and give you at least five business days to respond before applying an undisputed deduction. We return the undisputed balance within 10 business days after return and inspection. Disputed amounts are addressed under clause 17. A bond or card authority is not permission to impose unsupported charges.

11.5 Unless the proposal includes removal, event waste is placed in the suitable on-site bins you provide. Our staff clean their work area and perform the pack-down expressly included. Additional venue cleaning is chargeable only where agreed, or to the extent reasonable costs result from your breach and are otherwise recoverable under this agreement. Overnight hire has no automatic $500 fee; the amount and collection time must be quoted and accepted.

12 Alcohol, Venues and Safety

12.1 Alcohol sale and supply occur only under the licences, approvals, venue rules and responsible-service requirements applicable to the event. The proposal identifies the responsible licensee and who supplies and serves alcohol. We do not assume a venue licence covers our service. Staff may lawfully refuse service or stop unsafe alcohol service. No term transfers our own licensing or responsible-service duties to you.

12.2 You must obtain venue permission and event approvals allocated to you in the proposal, provide accurate site information and arrange any agreed weather contingency. We remain responsible for approvals, training and safe systems required of us. Both parties must cooperate on safety; statutory work health and safety duties cannot be transferred by this agreement.

12.3 If violence, harassment, unsafe conditions or unlawful instructions endanger people, we may pause the affected activity immediately. We explain the issue and allow a reasonable opportunity to rectify it where safe. If it cannot be rectified, we may end the affected service. Any retained amount must reflect services delivered and reasonable losses attributable to your breach, within clause 5's applicable cap for unperformed work. We refund unused amounts not lawfully payable.

Disruption, Liability and Resolving Concerns

13 Events Outside Reasonable Control

13.1 If fire, flood, serious disruption, a government restriction or another event beyond a party's reasonable control materially prevents performance, that party must promptly notify the other, explain the likely effect and take reasonable steps to minimise disruption. Ordinary staffing shortages or avoidable supplier failures are not automatically beyond our control.

13.2 We first discuss a safe alternative, reduced scope or new date. Neither party must accept a materially different service. If essential performance cannot reasonably occur on the booked date, either party may terminate the affected services by written notice. We refund payments for unperformed services, less only amounts lawfully retainable for value already supplied or unavoidable costs recoverable under applicable law. There is no automatic 75% forfeiture for a government restriction. The Australian Consumer Law and applicable frustration law, including the NSW Frustrated Contracts Act 1978 where relevant, prevail.

14 Our Cancellation and Service Problems

14.1 If we cancel for reasons other than your breach or clause 13, we refund the affected unprovided services. A replacement supplier or credit requires your agreement. A refund does not limit other remedies available by law. If something is wrong, tell the event manager promptly where practicable so we have an opportunity to address it; failure to complain immediately does not extinguish your legal rights.

14.2 Refunds are made using the original payment method unless you agree otherwise. If a bank transfer is agreed, we verify the receiving account with the customer. We do not charge a refund processing fee. Processing limitations do not remove or reduce a refund entitlement.

15 Responsibility for Loss

15.1 Each party is responsible for loss to the extent caused by its breach, negligence or unlawful conduct, subject to applicable law. Responsibility is reduced to reflect the other party's contribution and failure to take reasonable steps to minimise loss. You do not indemnify us for our own negligence or wrongdoing.

15.2 We do not exclude liability for death, personal injury, fraud, wilful misconduct or rights that cannot lawfully be excluded. These standard terms impose no blanket liability cap or blanket exclusion of consequential loss. Any booking-specific limitation must be expressly negotiated, lawful and consistent with our insurance. Nothing imposes an obligation to pay a third-party claim merely because it is alleged.

16 Subcontractors and Materials

16.1 We may use suitably qualified subcontractors but remain responsible for the services we contracted to provide. A supplier contracted directly by you remains your supplier; the proposal must distinguish direct suppliers from our subcontractors.

16.2 We retain rights we own in original proposals, recipes and creative materials. You may use supplied event materials for the agreed event and internal administration. Reproduction or commercial use beyond that scope requires permission from the relevant rights holder. We do not claim ownership of community-held Indigenous cultural knowledge. Cultural stories, language, artwork and performances may require separate permissions from their custodians; our agreement does not grant those permissions.

Communications and Booking Acceptance

17 Privacy, Complaints and General Terms

17.1 We use necessary contact and booking information to administer the event, fulfil legal duties and manage payments. We restrict access to staff and providers who need it, apply reasonable security and comply with privacy laws applicable to us. Obtain appropriate permission before providing another person's dietary or health information; provide only what is necessary. This clause is not consent to unrelated marketing or photography.

17.2 For organisational accounts, nominate an accounts contact and booking contact. Invoices identify the ordering contact and event. We do not automatically send debt notices to every person associated with the organisation. Contact changes do not release the customer entity from payment obligations and do not permanently bar a person from future bookings.

17.3 Send concerns to admin@plateevents.com.au with the booking reference. We aim to acknowledge them within two business days and provide a substantive response within 10 business days, or an update and expected date. Both parties will try to resolve disputes promptly; mediation may be agreed. This process does not prevent urgent relief, statutory complaints, chargeback rights or access to a competent court or tribunal.

17.4 NSW law governs, subject to mandatory laws that apply elsewhere. NSW courts have non-exclusive jurisdiction, and neither party is prevented from using another court or tribunal with jurisdiction. An invalid term is severed only to the extent lawful; it is not automatically rewritten to create a broader right. A waiver must be clear and does not waive later breaches. Business days exclude weekends and NSW public holidays.

Booking Schedule to Complete upon Acceptance

Proposal reference and version: _____

Customer legal name and ABN if applicable: _____

Customer address: _____

Event date and venue: _____

Booking contact and authority limit for extras: _____

Accounts contact and invoice email: _____

Total price including GST and mandatory fees: $_____

Required advance and due date: _____

Balance and due date or approved account terms: _____

Service arrival window and essential deadline: _____

Service start and finish and pack-down or collection: _____

The attached proposal must specify quantities, itemised service prices, accepted minimum commitments, dietary limitations, venue and utility responsibilities, included setup and cleaning, extra-work rates, any bond, alcohol responsibilities and any separately accepted cancellation cap. Where no special term is recorded, these standard terms apply.

Acceptance

I confirm I am authorised to accept for the named customer. I have received the proposal, completed schedule and these terms before acceptance. My attention has been drawn to payment deadlines, the cancellation and partial-cancellation calculation in clause 5, final instructions, dietary limitations, hire responsibilities and any special conditions. This acknowledgement does not waive statutory rights or make an unfair term enforceable.

Name and role: _____

Signature or electronic acceptance reference: _____

Date: _____ Plate confirmation reference: _____

plate Hospitality Group

Chef Matt Atkins | Wilka Thalta | plate Events | ngarrwa venues | plate Providore | Ngulluwalaana Indigenous Fusion Dining | nunka. Hampers & Gifts

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