

**THE FOOD COMPANY LIMITED**  
**(trading as "The Inspired Pantry")**  
**TERMS OF TRADE**

In these Terms and Conditions we have used "We", "Us" and "Our" to refer to THE FOOD COMPANY LIMITED and "you" to refer to our customer. The "Customer" in these terms means the entity confirming the order with us.

By ordering Goods from us you agree to these Terms.

**1. DELIVERY**

- 1.1 A delivery charge of \$10 excluding GST applies to regular orders within the Dunedin city urban limits. Delivery charges outside the Dunedin city urban area and for irregular orders will be as invoiced.
- 1.2 We will undertake to use all reasonable endeavours to deliver the Goods to the Customer's nominated address within the specified timeframe. If We fails to deliver the Goods within the time specified, or a reasonable time thereafter, the Customer shall not have any right of repudiation or rejection in respect of any other order.
- 1.3 Unless advice is received in writing within 24 hours of delivery all Goods are deemed to have arrived in sufficient quantity and quality.

**2. TITLE AND RISK**

- 2.1 Risk in all Goods passes to you when delivery of the Goods is taken by, or in control of, the Customer or agent of the Customer.
- 2.2 We shall retain full legal and equitable title in all crockery, cutlery, boxes, platters, serve-ware and furniture supplied to the Customer. Risk in such items shall pass to the Customer upon delivery to the specified location and shall continue until those items are in Our control.
- 2.3 We reserve the right to enter onto the Customer's premises or upon any third parties' premises without notice where such items are located to take possession of such items and We shall not be responsible nor liable in any manner whatsoever for any damage caused or any loss that results from such action.
- 2.4 The Customer grants Us an irrevocable licence to enter upon the applicable premises to repossess such items in the event of any default by the Customer under these terms. Delays in the return of such items may incur additional costs to the Customer.
- 2.5 Replacement costs of any broken, damaged or missing items will be the responsibility of the Customer. Payment for replacement costs must be made within 7 days of the date of invoice.

**3. PRICE**

- 3.1 All prices are plus GST and other taxes and duties, which shall be paid by you.
- 3.2 Our prices are subject to change without notice.
- 3.3 Unless We agree otherwise in writing, the amount you will be charged will be the price as at the date of delivery.
- 3.4 If We provide a quotation to you, it is based on information available to Us at that time and We may charge you more than the amount quoted if Our costs (eg the amount we pay for the Goods or any part of them or the cost of transport, tax, or other costs) or the specifications change. Unless otherwise agreed in writing, prices are quoted exclusive of GST.

**4. PAYMENT**

- 4.1 Payment must be made within 7 days of the date of invoice.
- 4.2 All payments shall be made without set-off or deduction and must be paid as cleared funds by way of cheque, cash or deposit in to the following bank account:  
The Food Company Limited  
06 0901 0664533 00 Payment of invoices by credit card (Visa and Mastercard) may only be made by prior arrangement with Us. Payments by credit card must be in person at Our premises at 125 Vogel Street Dunedin during business hours and will attract a surcharge to cover Our additional transaction costs.

- 4.3 We may apportion payments to outstanding accounts as We see fit.

**5. DEPOSITS**

- 5.1 Where the function being catered is a wedding a 30% deposit is required 3 months before the function date to secure a booking with the balance payable within 7 days of the date of invoice.
- 5.2 For all functions, other than weddings, a 30% deposit is required 2 weeks prior to the function date to secure a booking with the balance payable within 7 days of the date of invoice.
- 5.3 For large orders of Goods a deposit may be required (at our discretion) in order to confirm the order.

**6. CANCELLATION**

*Cancellation where no deposit requested*

- 6.1 In the event the Customer gives Us notice of cancellation of the order of Goods, for which a deposit has not been requested, 100% of the cost of the order will be payable by the Customer if the cancellation is within 24 hours of the delivery date. If the cancellation is more than 24 hours prior to the delivery date and the order is for Goods with a value of more than \$1000 inclusive of GST the Customer will pay 100% of the costs already incurred by Us including but not limited to client meetings, menu preparation, food ordering and preparation, hire and staff.

*Functions and cancellations where deposit requested*

- 6.2 In the event the Customer gives Us notice of cancellation of the function, or order of Goods for which a deposit has been requested, within 14 days or less of the function or delivery date, the deposit is non-refundable and 100% of the costs incurred by Us including, but not limited to, menu preparation, tastings, hire and staff over and above the value of the deposit are the responsibility of the Customer and will be invoiced to the Customer.
- 6.3 In the event the Customer gives Us notice of cancellation of the function, or order of Goods for which a deposit has been requested, 15 or more days from the function or delivery date, the deposit shall be refunded to the Customer less any costs We have already incurred including, but not limited to, client meetings, menu preparation, tasting, hire and staff.
- 6.4 Where a deposit has been requested but has not been paid clause 6.2 and 6.3 shall still apply and costs will be invoiced to the Customer.
- 6.5 All notices cancelling an order under clause 6 must be in writing in accordance with clause 10.2.

**7. MENU**

- 7.1 All menus are subject to change depending on availability.
- 7.2 We can tailor Our menu to suit most dietary requirements, if catering orders are confirmed within reasonable timeframes (at least 24 hours before delivery).
- 7.3 We do not operate a nut-free kitchen and cannot guarantee the total exclusion of any ingredient.
- 7.4 Food is to be consumed within 90 minutes of delivery for food safety reasons. If you need to store food longer than this you must follow any specific instructions We give you in relation to the storage, handling and consumption of food We supply.

**8. DEFAULT**

- 8.1 You will be in Default if:
  - a. you fail to pay an amount due under these Terms by the due date for payment; or
  - b. you commit a breach of any of your other obligations under these Terms; or
  - c. you become insolvent, are wound up, have a receiver appointed, enter into any composition or arrangement with your creditors, do any act which would render you liable to

be placed in liquidation or have a receiver appointed over your property, commit an act of bankruptcy, cease to be of full legal capacity, or die;

- d. Goods that We have retained title to are at risk; or
- e. an event or a series of events (whether related or not) occurs which, in Our opinion, may cause a material adverse change in your ability to meet your obligations to Us.

8.2 If you are in Default then We may, at Our option, do any one or more of the following:

- a. charge you default interest at 10% per annum on any late payments calculated on a daily basis from the due date until the date payment is received;
- b. require you to remedy the default in the manner and within a period that We tell you;
- c. require you to pay to Us all amounts you owe us immediately;
- d. suspend or terminate you booking with Us;
- e. exercise any rights that We have under these Terms or that are available to Us at law.

## 9. LIMITATION OF LIABILITY

9.1 Except as expressly otherwise provided, We shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from Goods provided by Us to you.

9.2 To the extent that We are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms or for any other reason, such liability is limited to the amount of the price of the Goods concerned.

## 10. NOTICES

10.1 Subject to clause 10.2 any notice may be given by phone, in person, posted, or sent by facsimile or email to you or where you are a company, to any of your directors.

10.2 Where a notice is required to be given to Us in writing it may be delivered by email to [info@theinspiredpantry.co.nz](mailto:info@theinspiredpantry.co.nz) or by fax to 03 479 0930 or delivered in person to 125 Vogel Street, Dunedin 9016.

## 11. COSTS

11.1 You must pay Our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of Our rights, remedies and powers under these Terms.

## 12. JURISDICTION

12.1 These terms are governed by the laws of New Zealand. You may take legal action against Us only in a New Zealand court.

## 13. FORCE MAJEURE

13.1 If We have given you a time for delivery of the Goods (or any part of them), such time is approximate only and is not deemed to be of the essence.

13.2 We shall not be liable for delay or failure to perform Our obligations under these Terms if the cause of delay or failure is beyond Our reasonable control.

## 14. GENERAL

14.1 These Terms replace any earlier representations, warranties, understandings and agreements (whether oral or written), and constitute the entire agreement between Us and you relating to their subject matter.

14.2 You shall not transfer or assign your rights, powers or obligations under these Terms without our prior written consent.

14.3 If you have entered into these Terms as the trustee of a trust and you have no right to or interest in any of the assets of the trust except in your capability as trustee of the trust, your liability shall be limited to the value of the assets of the trust which now or in the future are (or, but for your wilful neglect or default, would be) in the hands of the trustees for time being of the trust. This clause does not limit any liability you have to Us as a personal guarantor.

14.4 No failure or delay by Us in insisting upon the strict performance of these Terms or exercising any right under these Terms will operate as a waiver of those matters.

14.5 We may change these Terms at any time. Any change applies from when We notify you of that change.

