



NESIANEATS GOURMET CATERING

Client Booking Agreement Terms & Conditions of Service

Effective Date: July 2026

Thank you for choosing NesianEats Gourmet Catering to cater for your special occasion.

We are honored to be part of your event and are committed to delivering exceptional food and professional service.

Please read these Terms & Conditions carefully before confirming your booking.

Payment of the required booking deposit confirms that you have read, understood, and accepted these Terms & Conditions. These Terms & Conditions form the agreement between NesianEats Gourmet Catering ("we", "our", "us") and the Client ("you", "your").

Nothing in these Terms & Conditions limits or excludes any rights available under the Consumer Guarantees Act 1993, the Fair-Trading Act 1986 or any other applicable New Zealand legislation.





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1. Booking Confirmation

A **40% non-refundable booking deposit** is required to secure your event.

Your booking is **not confirmed** until the deposit has been received.

Once your booking has been confirmed we immediately commence planning your events including but not limited to:

- Reserving your event date exclusively.
- Booking our commercial kitchen.
- Scheduling chefs and service staff.
- Pre-Order ingredients and supplies.
- Confirming supplier bookings.
- Commencing event planning and preparation.
- Declining other enquiries for the same event date.

For this reason, the booking deposit is non-refundable should you choose to cancel your booking, regardless of the reason. This is the nature of this business.

No deposit = No confirmed booking.

2. Payment Terms

The remaining balance must be paid **no later than 14 days prior to your event**, and **no earlier than the 14 days or due date as stated on your invoice, unless** otherwise agreed in writing.

Failure to pay by the due date may result in cancellation of your booking and forfeiture of monies already paid.

Food preparation, staffing, and event services **will not** proceed until payment has been received in full.

We no longer accept part payments over time; we only take deposit payment and the remainder payment on the due date shown on your invoice.





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3. Equipment & Service Security Bond

For catered events where NesianEats Gourmet Catering provides onsite setup, buffet service and pack-down, an **Equipment & Service Security Bond of NZ\$550.00** is required in addition to the catering invoice, unless otherwise stated in your quotation.

The Equipment & Service Security Bond is **separate from the catering invoice** and is **not applied towards the cost of your catering services**.

The purpose of this bond is to provide security against additional costs for delayed start time (overtime due to late start from the time initial discussed), damages, or losses (but, not limited to) that may arise during the event.

Use of the Equipment & Service Security Bond

The Equipment & Service Security Bond may be used to cover reasonable costs incurred as a result of, but not limited to:

- Additional service time requested by the Client beyond the agreed service period.
- Delays caused by the Client, guests, venue or third parties that require our staff to remain onsite beyond the agreed service period.
- Damage to, loss of or theft of any NesianEats Gourmet Catering equipment, serving ware, chafing dishes, utensils, décor, linen, tables or other property belonging to NesianEats Gourmet Catering.
- Guests, family members or third parties removing or failing to return any equipment belonging to NesianEats Gourmet Catering.
- Excessive cleaning or repairs required due to misuse of our equipment or catering areas.
- Any other reasonable costs directly resulting from a breach of these Terms & Conditions.

Additional Service Time

Unless otherwise stated in your quotation, onsite buffet service includes a maximum of **2.5 hours** from the agreed food service commencement time confirmed by the Client.

Should the Client request our team to remain beyond the agreed service period, additional staffing charges may apply and will be deducted from the Equipment & Service Security Bond.





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Additional service time is charged at the rate specified in your quotation or our current pricing schedule.

To ensure the wellbeing of our staff and maintain our scheduling commitments, **NesianEats Gourmet Catering will provide a maximum of two (2) additional service hours (and will be charged to your refundable Bond)**, subject to staff availability.

Once the additional two-hour period has been reached, our team will commence pack-down and conclude our services, regardless of whether the event is still in progress.

Equipment Inspection

At the conclusion of the event, our team will conduct a thorough inspection of all NesianEats Gourmet Catering equipment, serve ware and hired items before departing the venue.

Where practical, any missing or damaged items will be discussed with the Client or their nominated representative before our team leaves the venue.

Bond Refund

Where no deductions are required, the Equipment & Service Security Bond will be refunded to the Client within **three (3) to five (5) business days** following the event.

Refunds will be made using the original payment method wherever possible, unless another method has been agreed.

Bond Deductions

Where deductions are required, NesianEats Gourmet Catering will provide the Client with an itemized summary outlining:

- The reason for each deduction;
- The amount deducted; and
- Any remaining balance to be refunded.

Any remaining balance of the Equipment & Service Security Bond will be refunded within **three (3) to five (5) business days**.





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Costs Exceeding the Bond

If the total cost of additional service hours, repairs, replacement of equipment, loss or damage exceeds the value of the Equipment & Service Security Bond, the Client agrees to pay the outstanding balance.

An invoice for the remaining amount will be issued, and payment will be due within **seven (7) days** of the invoice date.

Fair Wear and Tear

The Equipment & Service Security Bond will **not** be used to cover normal wear and tear resulting from the ordinary use of NesianEats Gourmet Catering equipment during the event.

Only damage, loss, misuse, or additional costs beyond normal use may result in deductions from the bond.

4. Services Included (Bookings Over NZ\$5,500)

For catering bookings with a total value of **NZ\$5,500 or more**, the following services are included unless otherwise stated in your quotation.

Included

- Buffet setup styled to the agreed event theme or color palette.
- Professional buffet presentation.
- Chafing dishes and serving equipment.
- Buffet attendants.
- Continuous buffet monitoring.
- Refilling buffet trays and chafing dishes (subject to available food quantities).
- General cleaning and tidying of the buffet area.
- Pack down our catering equipment.

Service Duration

Service is provided for a **maximum of 2.5 hours**, commencing from the agreed food service time confirmed by the Client. The Client is responsible for confirming the official serving time before the event. **Delays caused by the Client, venue, guests, entertainers or third parties do not extend the included service period.**





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Additional Service Hours

Where available, additional service time may be provided and will be charged at our current hourly staffing rates.

Setup

Our setup applies only to the buffet and catering display.

Guest tables, floral arrangements, backdrops, balloons, signage and venue styling are not included unless specifically quoted.

5. Cancellation Policy

Should you cancel your booking:

- The 40% booking deposit remains non-refundable.
- Additional payments already made will be retained & non-refundable where they cover costs already incurred including staffing, supplier orders, food purchases, commercial kitchen hire and preparation work.
- All payments are non-refundable regardless of reason. This is the nature of this business.

Where possible, and entirely at our discretion, we may permit your booking to be transferred to another available date.

Any transfer may be subject to revised pricing.

6. Refund Policy

Due to the nature of catering services, substantial costs are incurred well before the event date.

Payments are therefore non-refundable.

Nothing within this clause removes any rights available under New Zealand consumer legislation where applicable.





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7. Guest Numbers & Menu Changes

The confirmed guest numbers form the basis of our quotation, staffing, food purchasing, and scheduling.

Increasing Numbers

Guest numbers may be increased subject to:

- Staff availability
- Ingredient availability
- Sufficient notice

Additional guests will be charged accordingly.

Reducing Numbers

Once your booking has been confirmed and the deposit paid, reductions to the originally confirmed guest numbers will **not** be accepted.

Your booking is accepted based on the original guest numbers provided. We commit staff, suppliers, kitchen capacity and decline other enquiries (that have equal to or higher guest counts) based on this commitment.

Accordingly, the original confirmed guest numbers remain chargeable even if fewer guests attend.

Menu Changes

Menu changes are subject to ingredient availability and adequate notice.

Additional charges may apply.





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8. Client Responsibilities

The Client agrees to:

- Provide accurate event details.
- Ensure suitable access to the venue.
- Ensure electricity, water and lighting are available where required.
- Inform us of venue restrictions.
- Obtain any venue approvals required.
- Provide us with all necessary information to ensure smooth transition, etc.

Additional charges may apply where delays or additional labor result from inaccurate information.

9. Client-Supplied Food & Third-Party Catering

Family members and friends are welcome to provide homemade or cultural dishes. However, the following conditions apply.

Kitchen Access

NesianEats Gourmet Catering has exclusive use and 1st priority of all kitchen and food preparation facilities during our service.

Family members, friends, guests and third-party providers must **not** use:

- Commercial kitchens
- Preparation benches
- Refrigeration
- Freezers
- Ovens
- Stoves
- Pots
- Pans
- Knives





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- Chopping boards
- Cooking utensils
- Serving utensils
- Serving platters
- Chafing dishes
- Storage facilities
- Cleaning equipment
- Any equipment belonging to NesianEats Gourmet Catering.

This policy protects food safety, hygiene standards and compliance with our Food Control Plan under the Food Act 2014.

Client Equipment

Anyone supplying additional food must provide their own, but not limited to:

- Serving platters
- Pots
- Containers
- Serving utensils
- Heating equipment
- Chafing dishes
- Fuel
- Cooling equipment
- Their own staff/family/friends to serve etc

Our equipment is not available unless approved in writing.

Responsibility

NesianEats Gourmet Catering accepts no responsibility for externally supplied food including:

- Food safety
- Allergens
- Food quality
- Storage
- Transportation
- Preparation
- Serving
- Foodborne illness





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No Mixing

Our staff will not cook, prepare, reheat, garnish, or serve externally supplied food.

Externally supplied food must not be presented as being supplied by NesianEats Gourmet Catering.

Right to Refuse

We reserve the right to refuse unsafe food practices or refuse placement of externally supplied food where it may compromise food safety, our Food Control Plan or the health and safety of guests and staff.

Client Responsibility

The Client is responsible for ensuring all family members, guests and third-party providers understand and comply with these requirements.

10. Exclusive Catering Services

NesianEats Gourmet Catering is the exclusive caterer for all food and catering services included within the accepted quotation.

Commercial caterers, food trucks, restaurants, chefs or food vendors must be disclosed before booking confirmation.

Approval remains at the sole discretion of NesianEats Gourmet Catering.

Approved third-party providers must operate independently using their own staff and equipment.

They are not permitted to use our kitchen, equipment or staff.





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11. Food Allergies

The Client is responsible for notifying us of dietary requirements and food allergies before final confirmation.

Although every reasonable effort is made, all food is prepared in kitchens where common allergens are present.

Accordingly, we cannot guarantee an allergen-free environment.

12. Event Delays

NesianEats Gourmet Catering is not responsible for delays caused by:

- The Client
- Guests
- Venues
- MCs
- Entertainers
- Ceremonies
- Photographers
- Other third parties

Where delays occur, additional staffing or extended service may incur additional charges.

13. Staff Welfare

Where our staff remain onsite for extended periods, reasonable meal and rest breaks may be taken in accordance with New Zealand employment legislation.

These breaks will be managed to minimize disruption.





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14. Waste Disposal

Unless otherwise agreed, the Client is responsible for disposal of rubbish.

Our team will bag and place rubbish into a designated collection area.

Removal remains the Client's responsibility.

15. Equipment & Hire Items

All equipment supplied by NesianEats Gourmet Catering remains our property.

The Client is responsible for any loss, theft, or damage caused by themselves, guests or contractors.

Replacement or repair costs may be charged.

16. Venue Damage & Client Liability

The Client accepts responsibility for any damage caused by themselves, their guests or contractors to our equipment or hired items.

17. Children's Safety

Children must always remain supervised and kept away from kitchen areas, buffet equipment, hot surfaces, and service stations.

NesianEats Gourmet Catering accepts no responsibility for injuries arising from unsupervised access.





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18. Leftover Food

At the Client's request, remaining food may be left following service where it has been safely handled.

Once food leaves our control, responsibility for transportation, storage, reheating and consumption transfers to the Client.

19. Alcohol

Unless specifically contracted, NesianEats Gourmet Catering does not supply or serve alcohol.

The Client is responsible for compliance with all liquor licensing requirements.

20. Health & Safety

The Client agrees to provide a safe working environment in accordance with the Health and Safety at Work Act 2015.

Our staff reserves the right to cease work where unsafe, abusive or dangerous behavior occurs.

21. Photography & Marketing

Unless advised otherwise in writing before the event, NesianEats Gourmet Catering may photograph buffet displays, food presentations and styling for promotional purposes.

We will make reasonable efforts not to identify guests without permission.





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22. Force Majeure

We are not liable for delays or failure to perform where events beyond our reasonable control occur, including:

- Natural disasters
- Flooding
- Earthquakes
- Fire
- Severe weather
- Government restrictions
- Pandemics
- Industrial action
- Road closures
- Power failures

Where possible, both parties will work together to reschedule the event.

23. Additional Services

The following are not included unless specifically quoted:

- Additional service hours
- Extra wait staff
- VIP table service
- Equipment hires
- Travel outside the agreed area
- Menu upgrades
- Additional guest numbers
- Venue styling
- Extended setup or pack down

Additional charges apply.





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24. Limitation of Liability

To the maximum extent permitted by New Zealand law, NesianEats Gourmet Catering's liability is limited to the value of the catering services supplied under this agreement, except where liability cannot legally be excluded.

25. Governing Law

These Terms & Conditions are governed by the laws of New Zealand.

Any disputes shall be subject to the jurisdiction of the New Zealand Courts.

26. Acceptance

Payment of the booking deposit confirms that the Client:

- Have read these Terms & Conditions.
- Understands booking, payment, and cancellation policies.
- Accept these Terms & Conditions in full.
- Agrees to be legally bound by them.

We thank you for choosing NesianEats Gourmet Catering and look forward to being part of your special occasion.

27. Out-of-Town Catering Services

NesianEats Gourmet Catering is pleased to provide catering services throughout New Zealand, subject to availability and acceptance of the terms outlined below.

As all out-of-town events require significant planning, logistics and additional operating costs, the Client agrees to the following conditions.

Client Responsibilities

For events located outside the Auckland and Christchurch metropolitan areas, the Client is responsible for all reasonable costs associated with delivering our catering services, including but not limited to:





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Accommodation

Suitable accommodation (such as an Airbnb, motel or hotel) for the NesianEats Gourmet Catering team for the duration of the event, where overnight accommodation is reasonably required.

Accommodation must be approved by NesianEats Gourmet Catering prior to booking.

Commercial Kitchen

The Client must provide access to a fully functioning commercial kitchen suitable for food preparation, heating, plating and buffet service.

Where a suitable commercial kitchen is unavailable, the Client is responsible for all costs associated with hiring an approved commercial kitchen.

Commercial Equipment

- Where required, the Client is responsible for the hire costs of any commercial catering equipment necessary to safely prepare and serve food, including but not limited to:
- Commercial ovens
- Steamers
- Gas burners
- Large pots and stock pots
- Food warmers
- Refrigeration
- Preparation benches
- Any other equipment reasonably required for the event.

Venue Requirements

The event venue must provide a safe, clean, and functional kitchen area with sufficient workspace for our team to prepare, plate and replenish buffet service.

If the venue facilities are deemed unsuitable upon arrival and an alternative solution cannot be arranged, NesianEats Gourmet Catering reserves the right to modify or withdraw services where necessary to comply with food safety requirements.





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Transport & Travel Costs

- The Client is responsible for all reasonable travel expenses associated with the event, including but not limited to:
- Return travel from our nearest operating base;
- Fuel;
- Flights (where applicable);
- Ferry costs (where applicable);
- Vehicle hire suitable for transporting catering equipment and supplies;
- Parking fees;
- Road tolls (where applicable); and
- Any freight or transportation costs associated with transporting catering equipment.

Staff Meal Allowance

- For events requiring travel outside Auckland or Christchurch, the Client agrees to provide either:
- A meal during the event for each NesianEats Gourmet Catering staff member; or
- A meal allowance of NZ\$50.00 per staff member to cover food and essential refreshments.

28. Payment Terms for Out-of-Town Events

Due to the extensive planning and financial commitments required for out-of-town events, the following payment terms apply:

- A **40% non-refundable booking deposit** is required to secure the event date.
- All travel, accommodation, commercial kitchen hire, equipment hires and associated costs must be confirmed before the booking is finalized.
- The remaining balance, including all travel-related expenses, must be paid **no later than fourteen (14) days prior to the event date**.
- NesianEats Gourmet Catering is unable to commence travel or event preparations until full payment has been received.

Failure to make payment by the due date may result in cancellation of the booking, with all monies paid being dealt with in accordance with our Cancellation Policy.





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29. Cancellation Policy for Out-of-Town Events

Due to accommodation bookings, travel arrangements, supplier commitments and staffing costs, any travel or accommodation expenses already incurred by NesianEats Gourmet Catering are **non-refundable**.

Where flights, accommodation, vehicle hire, commercial kitchen hire or other third-party services have been booked specifically for the Client's event, the Client remains responsible for those costs, regardless of whether the event proceeds or is cancelled.

Any applicable refunds for catering services will be considered in accordance with the Cancellation Policy contained within this Agreement; however, third-party costs already incurred will not be refunded.

30. Minimum Spend for Out-of-Town Events

To ensure our travel and operational costs are commercially viable, NesianEats Gourmet Catering requires a minimum catering spend of NZ\$12,000.00 for all events located outside Auckland and Christchurch, unless otherwise agreed in writing.

This minimum spend **excludes** travel expenses, accommodation, commercial kitchen hire, equipment hires and any other additional costs associated with delivering services outside our normal operating areas.

31. Complimentary Services Included – Catering Packages with a Minimum Spend of NZ\$5,500

For catering bookings with a minimum spend of NZ\$5,500 or more, NesianEats Gourmet Catering includes the following services as part of your catering package, unless otherwise stated in your quotation:

Your Catering Package Includes

- Professional buffet setup and presentation.
- Tablecloths for buffet tables supplied by NesianEats Gourmet Catering.
- Professional buffet attendants manage, monitor, and replenish the buffet throughout the agreed service period.
- Quality serving ware, utensils and buffet equipment required for food service.





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Chafing dishes and food warmers (where applicable).

- Biodegradable dinner plates.
- Biodegradable sporks (combined spoon and fork).
- Biodegradable serviettes.
- Buffet pack-down at the conclusion of the agreed service period.
- Collection of all NesianEats Gourmet Catering equipment following the event.

Client Responsibilities

To ensure a smooth and efficient setup, the Client is responsible for providing:

- Suitable buffet tables of sufficient size to accommodate the catering setup.
- Any additional tables required for desserts, drinks, gifts, cakes or décor, unless these have been quoted and agreed upon by NesianEats Gourmet Catering.
- Access to the venue at the agreed setup time.
- A safe, clean and suitable area for buffet service.

Unless specifically included in your quotation, **tables, marquees, gazebos, chairs, glassware, cutlery, crockery, linen (other than buffet tablecloths), and other event hire items are not included** and remain in the Client's responsibility.

Optional Equipment Hire

Should the Client require additional equipment or event hire items, NesianEats Gourmet Catering may be able to arrange these through our preferred suppliers at an additional cost. All hire items are subject to availability and must be confirmed prior to the event.

