

Terms and Conditions of Hire

The Etheric Chef Limited (6326512) trading as “Roam Food Caravan”

Thank you so much for choosing Roam Food Caravan to cater your event.

We’re looking forward to working with you. In accordance with that sentiment, these Terms and Conditions have been put together to ensure your event runs as smoothly as possible.

Upon confirming your booking with Roam Food Caravan, you will be deemed to have accepted our Terms and Conditions of Hire. Please have a read through these conditions and reach out if you have any questions.

1. Definitions

- (a) “**RFC**” and “**Roam Food Caravan**” and any possessive pronouns such as “**we**”, “**us**” and “**our**” refer to The Etheric Chef Limited, a NZ Limited Company owned and operated by Cameron Davis and Linda Deed.
- (b) “**Authorised Person**” refers to Cameron Davis and/or Linda Deed, as authorised signatories for The Etheric Chef Limited.
- (c) “**Customer**” and any possessive pronouns such as “**you**” and “**your**” refers to the customer or hirer identified in the quotation or invoice issued.

2. Terms of Hire

- (a) These terms apply to the hire of Roam Food Caravan and any associated equipment hired by the Customer.
- (b) These terms govern the relationship between Roam Food Caravan and the Customer, and override any amended terms, unless those terms are agreed in writing between an Authorised Person of Roam Food Caravan and the Customer.

3. Quotations and Confirmation of Bookings

- (a) Quotations will be provided either over email or in writing and handed to the Customer. Roam Food Caravan requests that Customers respond within seven (7) days to secure their booking.
- (b) Roam Food Caravan reserves the right to amend their quotation at their discretion. Since many Customers book Roam Food Caravan months ahead of their event, all quotations can be subject to subtle amendment depending on market prices and unforeseen circumstances at the time of your event.

4. Fees and Payment

- (a) A non-refundable 50% deposit is required upon booking Roam Food Caravan to secure your date (“**Deposit**”). The remaining 50% is due and payable at least three (3) weeks before your event. Should payment not be received twenty one (21) days prior to the event, Roam Food Caravan reserves the right to cancel the event with no deposit refund.
- (b) As a condition of hire, Roam Food Caravan reserve the right to on charge for any missing items, damage to the caravan or equipment, or any other damaged/missing goods (“**Roam Food Caravan Property**”) sustained during the period of hire or while the items are in the Customer’s care. Replacement or repair of Roam Food Caravan Property is based on the current market or replacement value, or the insurance excess and associated costs incurred as a result of the damage/loss. This will be invoiced post event and is expected to be paid within a (7) day period.
- (c) The Customer will pay Roam Food Caravan on demand for:
 - (i) Any equipment not returned by the agreed upon due date;
 - (ii) The cost of replacing damaged/missing property and/or repairing damage to Roam Food Caravan Property which occurred during the period of hire or while Roam Food Caravan or their equipment are in the Customer’s care, in accordance with clause 4(b);
- (d) The Customer understands that failure to pay will incur interest. Overdue accounts (including additional fees for damages, losses, breakages and replacements of Roam Food Caravan Property if applicable) will incur a penalty interest charge of 10% per calendar month on the total overdue account.

5. Damage and Liability

- (a) The Customer indemnifies Roam Food Caravan and its employees against all claims, demands, losses, damages, costs and expenses arising from the Customer’s use of the services of Roam Food Caravan. This includes, but is not limited to, any injuries to patrons or accidents occurring during the period of hire.
- (b) Roam Food Caravan is not liable for any loss or expense incurred by the Customer if Roam Food Caravan is unable to access the venue where your event is held. Roam Food Caravan is also indemnified if they are unable to make your event as a result of Acts of God, including but not limited to; fire, flood, earthquake, pandemic (including government restrictions and lockdowns), auto accident, or other event beyond Roam Food Caravan’s control.
- (c) Roam Food Caravan reserves the right to cancel the Customer’s booking, with no deposit refund, if the Customer fails to comply with these Terms and Conditions, commits any act/omission which prejudices or endangers the safety of Roam Food Caravan, its employees or Roam Food Caravan Property. The Customer indemnifies Roam Food Caravan from any losses, damages, costs and expenses arising.

6. Cancellations, Postponements and Amendments

Cancellations

- (a) The Customer understands that cancellation of their booking, for any reason, twenty two (22) days (or more) in advance of their event, will incur the total loss of their Deposit.
- (b) Cancellation of the Customer's booking within twenty one (21) days of the event will incur the total cost of the booking to cover the cost of lost revenue.
- (c) The cancellation rules referred to in clauses 6(a) and 6(b) apply to all postponed bookings that result in a different time period.

Postponements

- (d) Roam Food Caravan understands that things pop up from time to time, which can make things difficult when planning an event. Roam Food Caravan will do their best to make sure your event goes ahead as planned, however they cannot accept responsibility should a new date not be found. In light of that:
 - (i) If the Customer's venue has cancelled their booking, Roam Food Caravan will try their best to accommodate the customer when postponing their event, however they cannot accept responsibility if a new date cannot be found;
 - (ii) Roam Food Caravan will allow one (1) postponement, free of charge, within eighteen months (18) from the original booking date on the following conditions:
 - (1) The postponement must be advised at least twenty two (22) days ahead of the event; and
 - (2) Postponed bookings cannot be rescheduled to a Friday or Saturday during Roam Food Caravan's peak season months (December – April).
 - (iii) If the Customer wishes to postpone their booking inside twenty one days (21) of the event, the Deposit cannot be transferred to a new date and the amendment will be considered a cancellation.

Amendments

- (e) Roam Food Caravan will allow amendments to quotes, such as a decrease in catering numbers, of up to twenty (20) percent of the original invoice, if advised at least twenty two (22) days' in advance of the Customer's event. Once final payment has been made, no refunds will be offered should your numbers decrease. In any event, any amendments proposed must still be in accordance with Roam Food Caravan's minimum spend.