

GENERAL TERMS AND CONDITIONS – ELLA JAYE CATERING

1. CUSTOMER'S ACKNOWLEDGEMENTS

1.1 **This Contract becomes legally binding between the two parties** (based on these terms and conditions contained herein) and **deemed accepted** by the Customer once the Customer has placed an order for the supply of the Goods or if the Customer accepts completion of the Services from EJC. In such events, the Customer will immediately be bound, jointly and severally, by these terms and conditions.

1.2 **No amendment of this Contract will be of any force or effect, unless in writing signed by an authorised representative of each party.**

1.3 Upon signing this Contract both parties declare and confirm, they are lawfully entitled to enter this Contract (including where the Customer is to act in the capacity as a trustee of any trust ("Trust"). Furthermore, the Customer declares that they are not insolvent and accepts that this Contract creates an enforceable legal agreement on the Customer to meet his/her obligations and responsibilities under the Contract (including payment when requested).

1.4 If the Customer is primarily a Trust entity, the Customer declares that the provisions of the Trust does not imply to exclude or remove the right of indemnity of the Customer against the Trust. The Customer agrees to notify EJC forthwith, if there are any substantial changes to the Trust that could affect the business relationship and the Customer's obligations under the Contract which includes any variations or resettlements of trust assets or any changes of trustees, that may or could be the basis of any security under any contract with EJC.

1.5 The Customer acknowledges and accepts that unless any report, description, order, or deal is stated in writing, by **Farah Swney trading as Ella Jaye Catering** is its duly official representative, **EJC shall not be bound** by any such unapproved statements.

1.6 Goods are always subject to availability such as seasonal produce items, if any ordered Goods become unavailable, EJC agrees to notify the Customer and offer alternative Goods and will advise of any changes in the quoted Price, prior to Delivery. Billing for changes in Goods supplied whether an increase/decrease will be done so, in accordance with clause 5.2, where required.

1.7 Where EJC has been provided with an email address from the Customer for e-communications, both parties agree to fully comply with all current requirements by law pertaining to electronic messaging (including but not limited to, Unsolicited Electronic Messages Act 2007).

1.8 Where it is agreed between both parties, electronic signatures, or e-signatures shall form part thereof, the acceptance to this Contract and to be deemed compliant, both parties acknowledge and agreed to adhere to all required provisions pertaining to such acceptance covered by the Contract and Commercial Law Act 2017.

2. CREDIT ACCOUNT AUTHORITY

2.1 If a third party is to be engaged by the Customer and given full authority to act on the Customer behalf, as their nominated agent, in the ordering of any Goods or Services, payable under the Customer's credit account with EJC, then the Customer must advise EJC in writing (including any limits place on that authority i.e. \$ thresholds), prior to that party being able to request the supply of any Goods or Services.

2.2 Once the Customer's nominated agent has been approved to make decisions and transactions on the Customer's behalf, this authority shall continue until such time as **written notice is received by EJC to the contrary, that the named agent, no longer has this authority to act on the behalf of the Customer.**

2.3 Notwithstanding the conditions of clauses 2.1 and 2.2, the Customer remains liable for all and any costs EJC suffers (including any profit margin, as is agreed, EJC can pass on) in providing any Goods or Services, or variation/s regardless of whether the Customer requested the supply directly or the Customer's nominated agent.

3. ERROR AND OMISSIONS

3.1 EJC shall have no liability, unless attributed to negligence and/or willful misconduct by EJC, arising from any typographical, clerical, or other error, mistake or omission in any information, communication or other document or information issued by it.

4. BOOKINGS

4.1 All orders placed via **phone or online ordering** are subject to **approval and availability on the date / time and a minimum order will apply.** A confirmation email will be issued to the Customer upon acceptance. **Deliveries to be made on Public Holidays will incur a 15% surcharge.**

4.2 If an order is urgent, this **must** be stated at the time of placing the order. A minimum of **48 hours' notice applies on all orders** but again subject to availability as stated in clause 4.1. At EJC's discretion, same day dispatch may be subject to an urgent processing fee of \$100.00.

4.3 If any order needs to cater for guest allergies this **must** be advised at the time the order is placed. EJC's menus offer Gluten-Free, Vegan or Vegetarian options but if there is something specific wanted not currently covered by our menus, where possible EJC will endeavour to assist with any such requests. **Dietary requirements platters will be plated separately.** Labels will be supplied for all Food and will include special dietary codes such as (GF), (DF), (Vegetarian), (Vegan).

Based on experience in the food industry EJC menus cater for a fair consumption, but EJC cannot account for bigger than average eaters. EJC will **not take responsibility** for any other food or drink not provided by EJC on the day of the event.

4.4 **Outdoor events** are at the mercy of the weather, EJC recommend an alternative venue is sourced should adverse weather occur on the day. **Full catering costs will apply** should the Customer cancel or postpone the event on the day **due to weather conditions.**

4.5 **Confirmation of final numbers** (subject to clause 5.2) **must** be no later than **5 Business Days** prior to the scheduled event.

4.6 If the booking is during EJC's busiest season (1st December – 31st March) where demand is high, especially for Saturdays, a **non-refundable date deposit** of the sum of \$150.00 is required to secure the date for EJC. This amount can be included in the deposit amount stated in the quote but is not eligible for refund as per clause 12.

4.7. EJC **does not guarantee** EJC's website's performance with **on-line ordering** if:

(a) Delays occur when scheduled maintenance and/or upgrades are needed, which could result in the on-line access not being available. Whenever possible EJC will display advanced warning of known maintenance or delay issues on the Website; or

(b) Natural hazards in electronic transmission (i.e. volume of attempts to place an order causing the website to crash or issues with an internet supplier), and as such EJC cannot warrant against errors or delays in transmitting data between EJC and the Customer in respect of Customer's order, and the Customer agrees that to the maximum extent permitted by law, EJC will not be liable for website downtime; and

(c) Display on the Website **does not guarantee** the availability of any specific Goods or Services, therefore, all orders placed through the Website shall be subject to confirmation of acceptance by EJC.

4.8 Furthermore, EJC's website may contain links to other **third-party websites and information on those websites**, this is available for reference only. This does **not** represent or imply that EJC endorses or approves or have an arrangement between EJC and the owners of those websites. EJC are **not responsible and do not accept liability** for any content stated or advice given by any third parties or for any other materials, products, or services of such third parties that the Customer obtains via access through EJC's website to the third-party linked website, this will be at the Customer's sole risk.

4.9 If the Customer accesses a third-party website via EJC's link, EJC's recommendation is that the Customer reviews carefully that third-party's policies and practices (including terms and conditions, cookies, and privacy policies) before the Customer completes a transaction with them, to ensure the Customer has a clear understanding of them immediately upon the Customer's access to their website.

5. PAYMENT TERMS

5.1 The Price will be as stated on the invoice supplied to the Customer or as stated in the quotation prior to acceptance but the quoted Price shall only be binding for the period offered by EJC, **if no date is stated**, then the quote shall apply for a period of **no less than 20 Business Days**.

5.2 Notwithstanding clause 5.1 EJC **reserves the right to quote** if the Customer's guest numbers quoted or guest numbers confirmed change, or if catering costs increase beyond EJC's reasonable control (such as; third-party suppliers' costs with availability of produce, fluctuations with the currency exchange rate or government/industry salary award rates etc.).

5.3 **Deposits due**, are at the discretion of EJC and the deposit amount may vary due to the nature of the Goods to be supplied and may include a portion relating to a bond ("**Bond**") for any Equipment or incidental items that may also be provided, this Bond portion will be refunded to the Customer within thirty (30) days of the return of the Equipment, provided that the Customer has complied with their obligations hereunder. The Bond may be used to offset any applicable charges payable by the Customer under clause 7.4, and any outstanding balance thereof shall be due as per clause 5.4. Any deposit amount required will be stated at the time of quoting and shall become immediately due and payable to EJC upon the Customer's acceptance.

5.4 The Price will be payable by the Customer by the due date established by EJC, as follows:

(a) Prior to, or at the time of Delivery of the Goods; or

(b) **Credit Approved Customer's:**

(i) As agreed by both parties, by the date as stated in EJC's schedule for payments; or

(ii) Upon the issue of a statement to the Customer's operating business address, **21 Business Days** following the end of every month; or

(c) In all other cases, unless stated otherwise, the date for payment is **5 Business Days** from the date of any invoice/ issued (by email or post) to the Customer by EJC.

5.5 Receipt for payment can be made through direct bank transfer, bank card (Mastercard or Visa, however, bank-imposed charges may apply per transaction) as acceptable payment methods. Outside of these options, EJC must be contacted first, before the supply of any Goods or commencement of any Services occurs.

5.6 For the avoidance of doubt, it is agreed by both parties that the Customer may not **set-off** against any monies due to EJC by the Customer, that the Customer considers EJC owes the Customer, **it must not be automatically deducted** from the Price, nor can any payment due be withheld by the Customer because part of any invoice is in dispute. Where the Customer believes that there has been a mistake made, and monies are due, EJC requests that the Customer contacts EJC within 7 Business Days of receipt of the invoice/statement, so that EJC may investigate any alleged error. If a mistake has occurred, the Customer's subsequent invoice/statement will be adjusted.

5.7 Apart from where EJC states otherwise, **GST is included** in the Price, for all relevant Goods and Services supplied (including but not limited to, all stock, services, costs, duties, fees, and freight charges) except where **GST is explicitly shown as excluded** in the Price.

6. PROVISION OF THE SERVICES

6.1 Delivery:

(a) All Goods are delivered to the Customer's given delivery address provided at the time of ordering, at no time are orders prepared on the Customer's premises;

(b) EJC will provide an onsite set-up, if requested, this needs to be established at the time of ordering:

(i) A team member will arrive prior to the event start time and set up Goods on tables and platters either provided by the Customer or hired from EJC;

(ii) If any Equipment or incidental items are hired from EJC, a **Bond is required**, and this will be returned to the Customer when the hired items are collected. EJC's hired Equipment or incidental items will be collected the following day or at

an appropriate time that has been agreed upon when ordering. An additional delivery fee will apply for the supply of EJC's hired Equipment, unless agreed otherwise, that the Customer will return EJC's Equipment and any other incidental items;

(iii) Where EJC is to collect the hired Equipment or incidental items, it is expected the platters and tables will be free of waste and will be wiped down. EJC will remove any bags of leftover food waste if it's bagged and sealed and left by the Equipment or incidental items being collected, prior to collection. **This cannot include any paper plates/cups/food/utensils or any other items that were not provided by EJC;**

(iv) Damaged items or extra waste will incur a charge from the Bond to the value of the items damaged and to the cost of the waste removal processes incurred;

(v) EJC are not responsible for the removal of any waste or platters from EJC's platter delivery service.

6.2. Health and Safety Regulations:

(a) In accordance with Food Safety Regulations, all Goods should be consumed or refrigerated within two (2) hours of Delivery;

(b) However, the catering order is safe for up to four (4) hours at room temperature (not recommended for any seafood platters, these should be refrigerated); and

(c) EJC accepts **NO** responsibility for Goods that have been delivered and left out. All Goods delivered cold must be stored in refrigerated conditions until consumed;

(d) Therefore, it is recommended that the Delivery time slot is within 30 minutes of consumption for the ultimate experience of the Goods excellence;

(e) EJC's kitchen operates under strict health and safety regulations, and all Goods prepared on their premises that are supplied to all Customers meet the safety regulations and standards suitable for human consumption and are compliant with the regulations as defined by the Australian/New Zealand Food Standards Code. Every effort is made to **not cross contaminant** and to keep orders free from contaminants such as; gluten, nuts, fish, eggs, and soy etc., (including fresh knives and boards) but all Goods are made in a facility that contains these ingredients. It is recommended that if the Customer has any guests with a serious allergy, that they purchase a pre-packaged/sealed meal bought specifically to cater or perhaps BYO as added protection for that party.

6.3. Sustainability:

(a) Where possible, EJC uses local, cage-free, and sustainable pork and chicken, and uses the Forest and Bird Best Fish Guide to ensure EJC only chooses sustainable seafood. To reduce EJC's environmental impact, EJC's menu change with the seasons and EJC's waste reduction strategy include the separating of food, recycling, and landfill, in EJC's kitchen;

(b) Our serving plates, platters, utensils, and cutlery are pine or bamboo and are 95% compostable, with recyclable plastic lids.

6.4. Any Delivery costs associated with the supply of Goods or Services (if applicable) shall be covered as such in the quotation and will be stated on the invoice issued to the Customer by EJC. Additional travel charges will apply where the Services are to be provided outside of a 25km radius of EJC's base.

6.5. Delivery times for the supply of the Goods and/or Services will only always be an estimate, as delays may occur beyond EJC's control i.e., Third Party suppliers, Road Works, Force Majeure, etc (including Government imposed lockdowns effecting EJC's suppliers and employees, if a venue is closed and all staff are required to, self-isolate). **Where circumstances are beyond EJC's control, EJC does not accept any liability should any loss or damage be incurred by the Customer because of a late Delivery**, however, EJC will at every opportunity liaise with the Customer to ensure Delivery does take place, as soon as reasonably possible.

7. RISK AND TITLE

7.1. The Goods will be at the Customer's risk from the time of Delivery to the Delivery Address or in accordance with the Customer's Delivery instructions.

7.2. Ownership of the Goods will only pass to the Customer when EJC receives full payment by way of cleared funds and the Customer's obligations have been fulfilled in respect of the Goods and Services, (including payment due of any Delivery charges or any additional interest or charges as set out in these terms and conditions).

7.3. **Hired Equipment or any other platters or dishes used to serve or deliver the Goods remains the property of EJC.** The Customer agrees that such items whilst in his/her possession will be kept safe and treated with care, and shall indemnify EJC against any damage, breakage, loss, or loss from theft. EJC is **not liable** for any loss suffered by the Customer or liability incurred by the Customer because of any damage or breakage to the Equipment.

7.4. Notwithstanding clause 6.1, if the Customer is not present for the return of Equipment to EJC, they shall not be entitled to dispute the condition and quantity of the returned Equipment. Where the Equipment is left at a venue and EJC collects the Equipment as arranged either the next day, or later, the responsibility and liability of damage, breakage or loss remains with the Customer, and any bond held by EJC will be forfeited in lieu of monies due, however, **the Customer remains liable for any monies due over and above any deposit bond paid.**

8. DEFECTIVE GOODS AND/OR SERVICES

8.1. The Customer agrees to examine the Goods immediately on Delivery and shall satisfy itself that they conform with the quotation, description, purchase order or any other document applicable to this Contract, that the Goods are of merchantable quality, fit for purpose and in a useable condition.

8.2. If the Customer discovers a defect in the quality, or a shortage in the quantity of the Goods, or a failure to comply with EJC's quote and these terms and conditions, they must immediately notify EJC of that defect.

NOTE: a larger print version of the terms and conditions is available upon request from EJC.

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- 8.3. Subject to clause 8.2 and to the extent permitted by law, EJC's liability in any case of any defective Goods or Services, or otherwise under this Contract, shall be limited to:
- Where Goods have been supplied:**
 - EJC's replacement or resupply of the Goods; or
 - The cost of replacing or resupplying the Goods; and
 - Where Services have been supplied:**
 - Supplying the relevant Services again; or
 - The cost of supplying the relevant Services again; and
 - In any event, will not exceed the limitation of liability as stated in clause 15.4.
9. **OTHER LEGISLATION**
- 9.1. If the Customer is acquiring Goods or Services for the purposes of a trade or business, the Customer acknowledges that the provisions of section 43 of the Consumer Guarantees Act 1993 ("CGA") and section 5D of the Fair Trading Act 1986 ("FTA") do not apply to the supply of Goods or Services by EJC to the Customer, nor will the provisions of the FTA apply to either parties conduct or representations if unintentional: section 9 (misleading conduct), section 12A (unsubstantiated representations) or section 13 (false or misleading representations).
- 9.2. If the Customer is acquiring Goods or Services in the capacity as a "consumer" as defined in the Consumer Guarantees Act 1993 and the Customer is not in trade, nothing in the Contract will exclude or limit the Customer's rights or remedies under the Act.
- 9.3. Both EJC and the Customer agreed to comply with all governing laws (including the provisions of all statutes, regulations, and bylaws of Government, local and other public authorities) of New Zealand applicable to the Goods and Services and agree that nothing in this Contract is intended to have the effect of contracting out of any applicable provisions of the Food Regulations 2015, Health and Safety at Work Act 2015 ("the HSW Act") or the Fair Trading Act 1986 (including any substitute to those Acts or re-enactment thereof), except to the extent permitted by those Acts where applicable.
- 9.4. If the Customer is ever in breach of clause 9, then the Customer accepts and agrees to indemnify EJC against all claims, liability, losses, or costs imposed or incurred by EJC, because of such a breach.
10. **INTELLECTUAL PROPERTY**
- 10.1. All rights, title, and interests in and to all Intellectual Property created for the Customer by EJC shall become part of EJC's Intellectual Property that EJC is entitled to retain.
- 10.2. Notwithstanding clause 10.1, the copyright in any designs, logos, signage, or any documents that displays EJC's brand name shall remain always the Intellectual Property of EJC. Any misuse, misrepresentation of any other action that negatively impacts on EJC's business (including but not limited to, any online services and/or marketing campaigns run by any other third party in the same industry that may imply they are representative acting on behalf or in favour of EJC), which is deemed to damage or tarnish the reputation of EJC's brand, will result in EJC enforcing their right to seek an injunction for the use of that third party's name, including seeking compensation for damages in respect of misuse of EJC's brand.
- 10.3. The parties agree that any Intellectual Property created for them by EJC may be used by EJC for his/her own benefit, such as, in the use of promoting their business or advertising thereof, or for entry use, on any worldwide industry platform.
11. **CONSEQUENCES FOR NON-PAYMENT**
- 11.1. In any event, EJC reserves the right to charge the Customer interest in respect of the late payment of any sums due under this Contract, at the rate being two and a half percent (2.5%) per calendar month (interest shall accrue daily and will compound monthly), from the due date until receipt of payment, and prior, to any judgement being awarded by a court of law.
- 11.2. Notwithstanding clause 11.1, it is further agreed that if the Customer owes EJC any money, the Customer agrees to reimburse EJC all costs and expenses suffered by EJC in their attempt to recover all overdue monies owed to EJC, (which may include charges incurred by EJC from their banking institute for dishonours or chargebacks, legal costs on a solicitor and own client basis, inhouse admin fees or any fees charged during the debt recovery process, if a debt is passed to a recognised Debt Collection Recovery Agency).
12. **CANCELLATION**
- 12.1. **By EJC:**
- At any time before the Services are carried out upon provided the Customer 7 Business Days' notice in writing; and
 - EJC agrees to refund the Customer any funds paid by the Customer in respect of the Goods or Services, less any amounts owing to EJC for any Goods purchased on the Customer's behalf where credits or refunds cannot be obtained from EJC's third-party suppliers; and
 - EJC will not be liable to the Customer for any loss or damage the Customer suffers because EJC has relied on its rights covered in this clause.
- 12.2. **By the Customer:**
- Upon written notice to EJC and any request for a refund, will only be considered at the discretion of EJC's where:
 - 7 days' notice is given, no refund (inclusive of the date deposit, if applicable); or
 - 7-30 days' notice is given, a 50% refund will apply (inclusive of the date deposit, if applicable); or
 - 30 days or more notice given, a 100% refund will apply (less the amount of the date deposit, if applicable).
 - Nevertheless, the Customer remains liable for any costs incurred (whether direct or indirect) by EJC as a direct result of the cancellation (including, but not limited to, loss of profit); and
 - Subject to clauses 12.2(a)(ii) & (a)(iii) any refund due will be processed to the Customer within 14 days of the day the Customer provided the notice of cancellation.
 - If the Customer wishes to reschedule a booked and confirmed order, EJC will endeavour to accommodate a new date wherever possible, however failure to ascertain a new date will result in clause 12.2(a) applying.
13. **PRIVACY POLICY**
- 13.1. In accordance with the Privacy Act 2020 and full disclosure, EJC has advised the Customer that Personal Information will be collected, handled, used, and stored about the Customer during the business relationship and thereby, the Customer grants consent to EJC to proceed with any inquiries with any third party necessary for the following purposes:
- Assessing the Customer's credit risk (if any);
 - Administering the Customer orders;
 - Receiving information from one or more credit reference agencies, relating the credit record and repayment history of the Customer;
 - Disclosing credit-related information to, and using the credit Services of, one or more credit reference agencies, on a continuing basis at any time and entirely at its discretion concerning the Customer's creditworthiness.
- 13.2. For the avoidance of doubt, all authorities given above are continuing authorities, to apply throughout the duration of the term of EJC and Customer's trading relationship.
- 13.3. The Customer, if an individual, has a right of access to Personal Information about the Customer held by EJC and may request correction of the information.
- 13.4. EJC agrees to destroy Personal Information upon the Customer's request in writing (or email) or if the Personal Information is no longer required unless it is required to fulfill the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 13.5. If any Customer believes their privacy has been breached in any way, then a privacy complaint can be made to EJC's Privacy Officer via email at: info@ellajayecatering.co.nz or post to: The Privacy Officer, Ella Jaye Catering, 69 Caspar Road, Papatoetoe, AUCKLAND 2025. EJC will respond to that complaint within 7 days of its receipt, should more time be needed to investigate the complaint then EJC will undertake to decide on a resolution as to the complaint within 20 days of the original date of receipt. If the Customer is not satisfied with the resolution provided by EJC, the Customer can make a complaint to the Privacy Commissioner at www.privacy.org.nz.
- 13.6. For the purposes of this clause 13, Personal Information has the meaning given to it in the Privacy Act 2020.
14. **FORCE MAJEURE**
- 14.1. Both parties are freed from any liability or obligations, if a Force Majeure event occurs:
- The obligations of a party under this Contract will be suspended to the extent that it is wholly or partially precluded from complying with its obligations under this Contract by Force Majeure; and
 - A party affected by Force Majeure must notify the other party as soon as practicable of the Force Majeure and the extent to which that party is unable to comply with its obligations; and
 - If a failure or delay in performance exceeds 60 Business Days, either party may immediately terminate this Contract by written notice to the other party.
- 14.2. Nothing in clause 14.1 shall excuse payment of any amount owing due or which becomes due under the terms of this Contract.
15. **MISCELLANEOUS**
- 15.1. **Assignment:**
- Neither party shall assign, sub-license or otherwise transfer this Contract or any part of it to any other person, without not firstly obtaining written consent (hardcopy or email) of the other party. Such consents shall not be unreasonably withheld or delayed; and
 - It is agreed between the parties that the Customer cannot give any instructions or redirect the performance of the Services of any of EJC's subcontractors or third-party suppliers that are engaged to conduct any part of the Services, without firstly obtaining written consent from EJC; and
 - Unless specifically stated otherwise, in any consent to an assignment (as covered in clause 15.1(a)), no assignment shall release or discharge the assignor from any liability or obligation under this Contract.
- 15.2. **Dispute:** any dispute or difference in connection with, or arising out of, this Contract shall be dealt with by the concerning party giving the other party written notice, clearly identifying, and providing full details of the dispute. Failure to resolve the dispute within 10 Business Days (or whatever timeframe agreed) by way of either formal discussions and/or mediation will result in the dispute now being referred to a sole arbitrator and the provisions of the Arbitration Act shall apply. Nothing shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect and proprietary or trade secret right.
- 15.3. **Jurisdiction:**
- If any term or obligation of this Contract is at any time held by any jurisdiction to be negated, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other provision covered in these terms and conditions; and
 - The legality, construction and performance of this Contract shall be governed by the laws of New Zealand. The Customer agrees that any dispute arising from the Contract between the two parties that cannot reasonably be resolved by mediation shall then be litigated only, by the jurisdiction of the Auckland Courts of New Zealand.
- 15.4. **Limitation of Liability:** EJC WILL NOT BE LIABLE FOR ANY LOSS CAUSED BY A FAILURE BY THE CUSTOMER TO COMPLY WITH THE CUSTOMER'S OBLIGATIONS UNDER THIS CONTRACT. FURTHER, EJC'S TOTAL LIABILITY WILL NOT, UNDER ANY CIRCUMSTANCES, EXCEED THE PRICE OF THE GOODS OR SERVICES SUPPLIED OR PERFORMED, PURSUANT TO THIS CONTACT.
- 15.5. **Notices:** Where a notice is required to be served under this Contract by either party, it must be issued in writing and delivered either by email, registered post (to the recipient's address for service as provided under this Contract) or given personally to the concerned other party. Any notice that is served subject to this clause 15.5 shall be deemed to have been served, unless stated otherwise, at the time when the notice would have typically been delivered.
- 15.6. **Terms & Conditions Changes:** Notwithstanding clause 1.2 EJC reserves the right from time to time to amend their terms and conditions, but for disclosure purposes any amendments shall always be provided in writing to the Customer and/or notified by email that the new terms and conditions are available for viewing via EJC's website. The amended terms and conditions take effect for any new contracts from when the Customer accepts the updated terms and conditions and/or from when the Customer asks EJC to deliver/supply additional Goods and/or Services.
16. **DEFINITIONS AND INTERPRETATION**
- 16.1. In this Contract, unless the context otherwise requires capitalised terms have the meaning set out below:
- "Business Days"** means a day on which banks are open for business in New Zealand other than a Saturday, Sunday, or public holiday.
 - "Customer"** means the person/s, entities (including but not limited to, partnerships and/or a trust and where applicable shall include the Customer's executors, administrators, successors and permitted assigns) or any person with written consent given by the Customer to act on the Customer's behalf to request EJC to provide Good and Services as specified in any quotation, purchase order or other documentation.
 - "Confidential Information"** means any information:
 - Relating to this Contract;
 - Relating to a quotation, order or proposal or its contents (including pricing);
 - Relating to a Customer of EJC
 - Disclosed by either party to the other party on the express basis that such information is confidential; or
 - Which might reasonably be expected by either party to be confidential in nature.Provided that, where information relates exclusively to one party, nothing in this Contract will require that party to maintain confidentiality in respect of that information.
 - "Contract"** means this Contract, inclusive of its terms and conditions contained herein, its schedules and annexures or any quotation, proposal, invoice, or document that forms part thereof and/or is deemed to be supplementary to this Contract.
 - "EJC"** means Farah Swney trading as Ella Jaye Catering, their successors, and assigns.
 - "Equipment"** means all Equipment or incidental items, of any kind that EJC provides to the Customer as specified in any Contract, quotation, proposal, order, or any other documentation.
 - "Force Majeure"** means an event outside the reasonable control of either party, including an act of God, earthquake, adverse weather conditions, flood, storm, fire, explosion, war, rebellion, terrorism, strike, lock-out, industrial action national or global epidemics or pandemic and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government quarantine restrictions for Goods or individuals.
 - "Goods"** means any foods, meats, produce, condiments (including any catering serving dishes or equipment), of any kind that EJC provides to the Customer as specified in any Contract, quotation, proposal, order, or any other documentation.
 - "GST"** means Goods and Services Tax, as defined within the Goods and Services Tax Act 1985.
 - "Intellectual Property"** means and includes (whether invisible, electronic or any other form) all brands, and symbols, names and images used in commerce, goodwill, logos, formulae, techniques, know-how, specifications, designs, drawings, copyright, manufacturing processes, patents, and trademarks (if any) whether registered or not, software (and source and object code), business strategies and contracts, confidential business information including market and marketing strategies and/or pricelists.
 - "Personal Information"** means information about an identifiable individual by ways of their name, address, D.O.B., occupation, driver's license details, electronic contact type details, such as; email, IP Address, social media such as; Facebook, or Twitter, or next of kin and any other contact information (if applicable) and were deemed relevant shall include any previous credit applications or credit reporting status. By the nature of such information, it shall always be considered Confidential Information.
 - "Price"** means the Price (NZD) due under this Contract for the supply of Goods and/or Services as detailed in any quote or proposal or invoice and duly accepted by the Customer and (if applicable) shall include any GST payable.
 - "Services"** means all Services (including any documentation, advice, consultancy, or recommendations and where these terms and conditions give allowance to, the terms 'Goods' or 'Services' may be identified and compatible for the other) supplied by EJC to the Customer, and are as described on the invoices, quotation, authorisation form or any other forms as provided by EJC to the Customer.
 - Statutory Requirements:** A reference to a statute, ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).
- 16.2. **Neutral Interpretation** - nothing in this Contract is to be interpreted against a party solely on the ground that that party put forward this Agreement or a relevant part of it.

NOTE: a larger print version of the terms and conditions is available upon request from EJC.