



KIDS GOURMET FOOD

Childcare Catering Specialist

www.kidsgourmetfood.com.au

K G Foods Pty Ltd T/A
Kids Gourmet Food
Ph: 1300 870 054
ABN: 14 100 541 802
ACN: 100 541 802

12 Clearview Place
Brookvale, NSW 2100.

Terms and Conditions of Service

1. ACCEPTANCE

- 1.1 Any instructions received by KGF from the customer for the supply of goods and/or the customer's acceptance of goods supplied by KGF shall constitute acceptance of the terms and conditions contained herein.
- 1.2 Where more than one person from the customer has entered into this agreement, the customer shall be jointly and severally liable for all payments of the price.
- 1.3 Upon acceptance of these terms and conditions by the customer, the terms and conditions are binding and can only be amended with the written consent of KGF.
- 1.4 The customer shall give KGF not less than fourteen (14) days prior written notice of any proposed change of ownership of the customer or any change in the customers' name and/or any other change in the customers' details (including but not limited to, change in the customers facsimile number, or business practice). The customer shall be liable for any loss incurred by KGF as a result of the customers' failure to comply with this clause.

2. DELIVERY OF GOODS

- 2.1 Delivery of the goods shall take place where the customer takes possession of the goods at the customers' nominated address.
- 2.2 At KGF's sole discretion, the costs of delivery are:
 - a. Included in the price; or
 - b. In addition to the price.
- 2.3 The customer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery. In the event that the customer is unable to take delivery of the goods as arranged then KGF shall be entitled to charge a reasonable fee for redelivery.
- 2.4 Delivery of the Goods to a third party nominated by the customer is deemed to be delivery to the customer for the purpose of this agreement.
- 2.5 The customer must inspect food upon delivery for damage, spoilage, temperature and quantity variation.
- 2.6 The customer shall notify KGF of any defects or discrepancies immediately.
- 2.7 The failure of KGF to deliver to the customer shall not entitle either party to treat this contract as repudiated.

3. PROVISION OF GOODS

- 3.1 KGF will provide a daily Menu Ingredients List in addition to a Comprehensive Ingredients Listing of brands and products used together with the rotational food roster programs for the Main Menu, Puree Menu and the Allergy / Alternate Meal Menu.
- 3.2 KGF shall pack all food in appropriate food grade packaging, which will be delivered to the customer in a refrigerated vehicle at a temperature below 5 degrees Celsius, in accordance with relevant Health and Food Safety Regulations.
- 3.3 KGF requires the customer to record and maintain an independent Daily Temperature Log, which is to be documented as soon as the goods are received by the customer from KGF.
- 3.4 KGF shall comply with all applicable laws and regulations relating to the preparation and storage of food, including the Australian Food Safety Standards.
- 3.5 KGF requires that food must be consumed on the day it is provided for, as described within the 'Main, Puree and Allergy Alternate Menu' 6 week menu rotations and the annual 'KGF Ingredients & Heating Guide' publication. Any excess food must be discarded at the end of each day.
- 3.6 KGF will hold no responsibility for food that is frozen or consumed beyond its allocated date of consumption. (i.e. in accordance with Clause 3.5).
- 3.7 The customer acknowledges that KGF may, without notice, change its menu at any time due to availability and seasonal change of fruit and vegetables.

4. LIABILITY

- 4.1 KGF is not liable for the goods once delivered to the customer, subject to the goods having been delivered in accordance with these terms and conditions. Risk and responsibility for the Goods passes to the customer upon delivery within reasonable circumstances.
- 4.2 KGF accepts no responsibility or liability regarding the temperature of Goods delivered if a Daily Temperature Log is not kept by the customer upon receipt of the delivery of food by KGF, as required in 3.3 above.
- 4.3 KGF is not liable for issues arising from the storage or service of the goods by the customer.



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4.4 Weekly orders by the customer must meet the minimum of fifteen (15) children per day and four (4) days of service per week. Orders lower than fifteen (15) children per day are only permitted upon agreement in writing by KGF.

4.5 The customer must lodge the online order including Specific Allergy / Intolerance Requirements update on the KGF website Home Page for all meal requirements by the designated time frame. Any requests for amendment after the time frame has passed will only be done at the discretion of KGF.

4.6 Allergy Alternate meals will only be provided for the Main Meal when necessary alternate meal is required, ie allergy requirements verses KGF meal provision for that day.

4.7 Morning and afternoon tea alternate allergy items are not provided for specific child requirements, alternatives for these children is to be decided by centre staff. Bulk alternate meal items are available on the KGF website.

4.8 The customer is responsible for determining whether the food supplied by KGF is suitable for consumption by each individual taking into consideration issues including but not limited to age, mouth size portion, allergies, sensitivities, or intolerances of the individual.

4.9 Without limiting the generality of Clause 3.1 above, KGF provides a Menu Ingredients List and a Comprehensive Ingredients List in good faith, to the customer, based upon the information given by suppliers to KGF.

4.10 Due to the nature of the business of KGF, a variety of raw foods are used which may include some allergens in pure form or as components of products. KGF follows strict guidelines to ensure that cross contamination between ingredients is kept to a minimum, however an absolute guarantee is not given.

4.11 The customer shall indemnify KGF in relation to any claim, made on KGF to the extent, that the claim results from one of, but not limited to one of the following:

- a. Failing to notify KGF of an allergy in accordance with Clause 4.4 above; or
- b. Mishandling food once it has been delivered to the customer; or
- c. Failing to adequately store goods delivered by KGF; or
- d. Failing to follow the directions of KGF in relation to the provision of all food, including but not limited to Allergy /

Intolerance meals as well as failing to provide the meal provided for a child to that child.

4.12 KGF shall indemnify the customer (subject to the customer granting KGF all rights to defend or settle any such claim at KGF's sole discretion) in relation to any claim made on the customer resulting from a KGF breach of this Agreement.

5. PAYMENT

5.1 The customer must agree to make payments to KGF for goods supplied, as ordered, provided they are in appropriate condition on delivery, and accepted for delivery by the customer at the time of delivery.

5.2 Preferred payment is via automatic direct debit, using the Ezidebit Payment System, the amount will be stipulated on the Weekly Tax Invoice issued by KGF. (This clause is to be read in conjunction with 5.9). Payment terms are 7 days from date on invoice issued.

5.3 Weekly Tax Invoices will be dispatched via email to the customer each week, dated week ending Friday of that week. The direct debit for the invoice amount will be debited from the bank account or credit card, nominated by the customer, the following Tuesday.

5.4 Direct debit payments will have an additional charge as advised on the provided Ezidebit Direct Debit request form.

5.5 If the direct debit transaction fails due to insufficient funds held by the customer, Ezidebit will deduct a fee for the failed transaction.

5.6 In the case of two (2) consecutive failed direct debit attempts, the delivery of goods will cease without further notice by KGF. (This clause is to be read in conjunction with clauses 5.12 and 5.13 of this Agreement).

5.7 At KGF's sole discretion a security deposit may be required from the customer.

5.8 At KGF's sole discretion payment may be required by the customer on delivery of the Goods.

5.9 The price of the Goods, which will be deducted by Ezidebit is in accordance with the price information provided by KGF.

5.10 KGF reserves the right to amend their standard price list from time to time, notifying the customer in writing prior to any increase.

5.11 GST and other taxes and duties that may be applicable shall be added to the price except when they are expressly included in the price.

5.12 Without prejudice to any other remedies KGF may have, if at any time the customer is in breach of any obligation (including those in relation to payment), KGF may suspend or terminate the supply of goods to the customer and any of its other obligations under the terms and conditions. KGF will not be liable to the customer for any loss or damage the customer suffers because KGF has exercised its rights under this Agreement.

5.13 Without prejudice to KGF's other remedies at law, KGF shall be entitled to cancel all or any part of any order made by the customer which remains unfulfilled due to ordering time line variables and all amounts owing to KGF shall, whether or not due for payment, become immediately payable in the event that:

- a. Any money payable to KGF becomes overdue, or in KGF's opinion the customer will be unable to meet its payments as



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they fall due; or

b. The customer becomes insolvent, convenes meetings with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors;

c. A receiver, manager, liquidator (Provisional or otherwise) or similar person is appointed in respect of the customer or any asset of the customer.

5.14 At the sole discretion of KGF, an alternate payment options of a seven (7) day account is available to large institutional groups, large corporate organization with no less than 15 centres using KGF, Not for Profit organisations or council operated centres.

6. FOOD BOXES

6.1 The customer shall return the re-useable Ice Sheets cleaned and washed to KGF's driver on the next delivery day. Cardboard delivery boxes can be recycled by the customer and do not need to be returned.

7. EXCLUSIVITY / CONFIDENTIALITY

7.1 Contract details including Menus, Costs and Ingredients Lists are to remain confidential between the Customer and KGF.

8. CANCELLATION

8.1 In the event that the customer cancels delivery of goods permanently, the customer shall be liable for any loss incurred by KGF (including but not limited to, any loss of profits) up to the time of the cancellation.

8.2 The customer must give KGF fourteen (14) days written notice of intention to permanently cancel provision of goods to which these terms and conditions relate.

9 MISCELLANEOUS

9.1 Failure by KGF to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect KGF's right to subsequently enforce that provision