

Food Trailer Hire – Terms and Conditions

Business Name: Chewy Churro **ABN:** 20816909474

These Terms and Conditions apply to all bookings for food trailer hire and catering services provided by the Business for events across Australia. By paying a deposit or confirming a booking, the Client agrees to these Terms.

1. Definitions

Business means the food trailer operator providing catering services. **Client** means the person, company, or organisation making the booking. **Event** means the function or booking for which the food trailer is hired. **Services** means the supply of the food trailer, staff, equipment, and catering.

2. Booking and Deposit

2.1 A booking is confirmed only when the required deposit has been paid.

2.2 A **\\\$850 non-refundable deposit** is required to secure the Event date and service time.

2.3 The Client acknowledges the deposit is a genuine pre-estimate of loss suffered by the Business in holding the date and declining other potential bookings.

2.4 Payment of the deposit secures the booking and the agreed service time slot. 2.5 The remaining balance must be paid no later than **14 days before the Event** unless otherwise agreed in writing.

3. Pricing

3.1 All prices are quoted in Australian Dollars (AUD).

3.2 Prices may vary depending on guest numbers, location, access requirements, power supply, and duration of service.

3.3 Additional fees may apply for remote locations, difficult access, extended service time, or special requests.

4. Site and Access Requirements

The Client must ensure:

- Safe, legal access for the food trailer (including height and width clearance).
- A flat, stable surface for setup.

- Access to onsite power suitable for commercial food equipment.
- Compliance with venue and council regulations.

4.1 The Client is responsible for obtaining any required venue, council, landlord, or event organiser approvals for food service, trailer access, and generator use.

4.2 If suitable onsite power is not available, the Business can supply a generator at no additional charge.

4.3 The Client acknowledges that generator use will create operational noise.

4.4 The Business is not responsible for any noise complaints, venue restrictions, or guest concerns arising from generator use where onsite power is not provided by the Client.

4.5 Adequate space and ventilation must be provided for safe generator operation.

If the site is deemed unsafe, non-compliant, or unsuitable upon arrival, the Business reserves the right to refuse setup without refund.

5. Service Times and Food Production

5.1 Service will operate during the agreed time window.

5.2 Delays caused by the Client, venue, or guests do not extend service time unless pre-approved.

5.3 Churros are made throughout the service period.

5.4 The Business will prepare and serve a **pre-determined quantity of churros** based on the agreed package, estimated guest count, and service duration, regardless of actual guest attendance or consumption.

6. Food Safety and Health Regulations

6.1 The Business operates in compliance with all Australian food safety and health regulations.

6.2 Once food (including churros) has been prepared and served, it cannot be returned, reused, or refunded unless the product is proven to be faulty or unsafe.

6.3 Leftover food cannot be taken back by the Business due to food safety laws.

6.4 Once food has been handed to guests or leaves the control of the Business, responsibility for its handling, storage, and consumption rests with the recipient.

7. Returns and Refunds (Food and Services)

7.1 Due to food safety laws, prepared food items cannot be returned or refunded once served, except where required under Australian Consumer Law.

7.2 As churros are made fresh to order on the day of the Event, refunds do not apply for guest non-attendance, lower than expected guest numbers, or unused product prepared during the service period.

7.3 If a product is genuinely faulty, unsafe, or not as described, the Business will provide a remedy in accordance with Australian Consumer Law, which may include replacement, refund, or credit.

7.4 Refunds do not apply for change of mind or over-catering where the agreed quantity has been prepared.

8. Cancellations, Date Changes and Deposit

8.1 Client cancellations must be made in writing.

8.2 The \$750 deposit is non-refundable as it secures the Event date and time slot and may prevent other bookings.

Cancellations

8.3 If the Client cancels the Event at any time, the deposit is forfeited.

Date Changes

8.4 The Client may request to change the Event date up to 5 days prior to the Event, subject to the Business having availability for the new requested date and time.

8.5 If the requested new date is unavailable, the request is treated as a cancellation and the deposit is forfeited.

8.6 If the Business must cancel due to unforeseen circumstances, a full refund of all monies paid will be provided.

8.2 If the Event is postponed, the deposit may be transferred to a new date subject to availability.

9. Liability and Indemnity

9.1 The Business holds appropriate public and product liability insurance.

9.2 The Client is responsible for the behaviour of guests and venue safety around the food trailer.

9.3 The Business is not liable for:

- Injuries caused by guest behaviour or failure to follow safety directions.
- Damage caused by venue conditions or third parties.
- Delays due to traffic, weather, or access issues beyond reasonable control.

9.4 The Client agrees to indemnify the Business against claims arising from unsafe site conditions, lack of approvals, or guest misconduct.

9.5 To the maximum extent permitted by law, the Business' total liability is limited to the total amount paid for the Services.

Nothing in this clause excludes rights under Australian Consumer Law.

10. Weather and Force Majeure

The Business is not liable for failure to perform due to events outside reasonable control including extreme weather, road closures, power outages, or government restrictions.

11. Allergens and Dietary Requirements

11.1 The Business will display allergen information where required.

11.2 The Client must inform guests that food is prepared in a commercial environment where allergens may be present.

11.3 The Business cannot guarantee allergen-free products.

11.4 Guests with severe allergies or dietary conditions must make direct enquiries with staff before consuming products.

12. Damages

Any damage to the food trailer, equipment, or staff property caused by guests or the venue may be charged to the Client.

13. Photos and Marketing

13.1 The Business may take photographs at Events for marketing unless the Client requests otherwise in writing before the Event.

13.2 The Business retains copyright in all images taken.

13.3 Images will not identify individual guests without consent.

14. Compliance with Australian Consumer Law

These Terms operate subject to the Australian Consumer Law. Nothing in these Terms excludes, restricts, or modifies any consumer guarantees or rights under the law.

15. Acceptance

Payment of the deposit constitutes acceptance of these Terms and Conditions.