



Woody the Wood Oven Wagon Booking Terms and Conditions

Thank you for choosing Woody the Wood Oven Wagon (hereafter 'our', 'we', 'us') for your celebration. These are the terms and conditions under which you (hereafter 'you', 'you' or 'your') agree to use the Goods and Services supplied by us. This and the detailed information package provided to you will be referred to hereafter as 'the Terms'.

The Terms below are important because they set out your rights and obligations when using these Goods and Services ('Your Booking'). Please read these terms carefully before booking our Goods and Services.

Your Booking is confirmed once you have completed your booking confirmation email and paid your non-refundable, non-transferable booking payment. However, where you fail to provide an executed copy of the booking confirmation email but proceed to instruct us in relation to the provision of our Goods and Services (or pay the booking payment), you are confirming your acceptance of these Terms.

This agreement expressly supersedes any prior agreements or arrangements with you.

All bookings are made upon, and are subject to, the following terms and conditions as determined by us. By paying your non-refundable, non-transferable booking payment, you are agreeing to the following:

1. Scope of Services

We offer a number of Goods and Services by way of 'Packages'. The totality of the Goods and Services chosen by you will be referred to within the Terms as 'the Package', and will be outlined in your booking confirmation email.

2. Tentative Booking

You may tentatively book the Package for your chosen day for a maximum period of five (5) days from the date that you send a written request reserving your specific date.

If you do not execute the Terms and pay the required booking payment outlined in your emails, your tentative booking will automatically lapse and will be available for another interested party to book our services on your specific date.

3. Booking Payment

You must pay a booking payment which is non-refundable and non-transferable. The exact Booking Payment required to be paid is the fixed amount outlined in your booking confirmation email ('the Booking Payment').

Such Booking Payment is non-refundable and non-transferable (except where otherwise outlined within these Terms). By paying the Booking Payment, you acknowledge and accept that the Booking Payment is not refundable and not transferable unless specified in this Agreement.

The purpose of the Booking Payment is to secure the Package on your specific day – including all pre-event administration and planning - and for costs and expenses to ensure the wagon is prepared and maintained for you.

The Booking Payment will be deducted from your Final Payment.

Further, the Booking Payment is non-refundable as it has been set as liquidated damages as a genuine estimate of loss suffered in the event that you cancel the Package and its associated Goods and Services, regardless of whether we are able to re-book any event in its place.

4. Payments

All booking parties (as an individual or as a couple), will be jointly and severally liable for all payments owing to us.

Package prices are quoted inclusive of GST. Payments can be made by way of credit card, EFTPOS, bank cheque or cash. Credit card and EFTPOS payments will be subject to a surcharge of 1.5%. Personal cheques are not accepted.

You are required to pay for the Package as follows:

- a. The Booking Payment as outlined;
- b. The remainder of the full Package price ('Final Payment'), due no less than two (2) weeks from the Booking Date.

Failure to make payments in accordance with the above means that we may suspend or withhold the performance of Goods or Services until such payment is made. We may also cancel your Booking and release your specific date to another interested party. You may also be subject to late payment fees.

Upon making the Final Payment, you agree that they will not be refunded once paid, regardless of the circumstances. The purpose of these payments is to pay for the costs of providing the Goods and Services up to your Booking Date.

We reserve the right to increase the price of the Goods and Services where there are any last minute changes to the scope of services, or in instances where there is an increase in guest numbers or labour performed. The additional charges will form a Sundry Payment and must be payable within seven (7) days from Booking Date.

We reserve the right to request progress payments if significant time has elapsed, changes have been made or where additional costs are incurred during the planning process.

Upon completing your booking confirmation email and paying your Booking Payment, you acknowledge that the Package price cannot be reduced by the amount agreed between the parties, regardless of circumstances.

Your Package may also be subject to a surcharge on top of your Package price where you require your Booking to be held on a Public Holiday. We do not take bookings on Good Friday or Christmas Day.

Due to the significant administrative costs involved, **we do not offer payment plans or instalment payments.**

5. Cancellation or Change of Booking Date

Transferring a confirmed booking date may be available at our discretion, with at least 12 months' notice, to an equivalent or higher package, depending on availability.

An additional, non-refundable Booking Payment of \$500 will apply to confirm the approved transfer of a booking to a new date, and package pricing may change for date extensions.

No further changes or transfers will be made after a date transfer. No refunds or package price reductions will be offered for cancelled package inclusions.

6. Guest Numbers

You must provide final guest numbers, and details of any special dietary requirements no less than fourteen (14) days prior to the event. We do not offer a refund of monies if there is a reduction of numbers thereafter.

You may request to increase your guest numbers up to one week prior to your Booking Date, however late additions are not guaranteed and payment must be made for any approved increase immediately upon acceptance.

There will be no refund of monies in the event that the confirmed number of guests do not attend. Any guests in attendance but unaccounted for prior to the Booking Date will incur a cost immediately on your Booking Date.

Guest numbers will always be subject to any capacity restrictions resulting from a Government direction for any reason (including but not limited to COVID-19). Where capacity restrictions are in force (regardless of notice of such restrictions), you must pay the full Package Price up to the maximum number of allowed guests. You acknowledge that a reduction of numbers of guests resulting from a Government Direction could occur and will not render this Agreement unable to be performed by us regardless of such reduction.

7. Service of Food

All included catering and staffing is supplied by Woody the Woody Oven Wagon. We operate and adhere to all local Food Safety and SA Health food service requirements and restrictions (including but not limited to those relating to COVID-19).

We will always endeavour to cater for special dietary requirements such as gluten free, vegetarian and vegan guests - however exclusions apply for very restrictive diets (such as multiple allergies, coeliac and FODMAP diets) and no guarantees can be made.

Confirmed, final numbers of guests, all menu selections and details of all special dietary requirements must be provided no less than fourteen (14) days prior to the event. We cannot guarantee last minute or late additions will be accepted.

8. Guest Behaviour

By accepting these Terms, you accept full responsibility for you and your guests for the duration of your Booking. You are responsible for ensuring that all guests are made aware of and understand these Terms.

You accept that our services may cease early if deemed necessary by management for reasons that include, but are not limited to, illegal, threatening, abusive or unruly behaviour by you or your guests, excessive consumption of alcohol, consumption of drugs or extreme/inclement weather.

In the event that the Terms are breached by you or your guests, we reserve the right to charge for any loss/damage incurred.

9. Damages, Repairs and Cleaning

You are financially responsible for any repairs for damage to equipment or property or extra cleaning costs which may become necessary due to the damage or other matters caused by guests whether accidental or otherwise.

General and normal cleaning is included in the Package however extra charges may be payable if the Booking has created cleaning or repair needs above and beyond the normal standard of cleaning (to be determined at our sole discretion). The damage will be assessed, and the cost associated will be charged to you.

All guests or invitees accept our services entirely at their own risk.

10. Safety

You are responsible for ensuring that you, your guests and vendors do not enter restricted areas, such as behind our service tables or within the wagon itself.

You must not, and must use your best endeavours ensure that you, your guests, vendors and/or any contractors, do any of the following:

- damage, touch, lean against, sit on, move, cover, obscure or endanger the wagons;
- damage or attempt to damage any part of the wagons, fittings or fixtures;
- attach any sign, decoration or other item to any part of the wagon without permission;
- interfere with or alter any of the gas, electrical, lighting systems in the wagons;
- expose the wagons to any flammable materials, or light or maintain a naked flame
- use the wagon for any purpose except the Booking as described in the Schedule;
- do, say or display anything defamatory, offensive or of a pornographic nature.

11. Intellectual Property

You acknowledge that we may take images and/or video of you using our services on the Booking Date. You hereby irrevocably waive all copyright rights (including moral rights) in any such images and agree to provide us a royalty free nonexclusive licence to use any such images for our marketing purposes.

By accepting these terms, you confirm that you have given permission, and sought the permission from your guests and vendors, for us to take our own images and videos.

Any photographs, videos or sound recordings taken by you must be for personal use only and must be taken legally. Any use, reuse or production for commercial purposes without our express written consent is strictly prohibited.

12. Force Majeure

We will not be liable or responsible for any failure to perform, or the delay in performance of, any of our obligations under the Agreement that is caused by any act or event beyond our control. Examples include, but are not limited to, acts of God, flood, fire, warfare, government laws or regulations, electrical fire, strikes by suppliers (known as 'force majeure circumstances').

If a genuine force majeure circumstance occurs and means that the performance of our obligations under the Agreement is impossible, we will contact you as soon as reasonably possible to notify you and our obligations under the Agreement will be suspended and the time for performance of our obligations will be extended for the duration of that force majeure circumstance. This clause does not apply in circumstances where an event outside of our control occurs but the circumstances still make the Booking possible (notwithstanding inconvenience or hardship).

If you cancel the booking or vary the booking because the alleged event outside of our control causes mere inconvenience or changes the Booking in a manner that does not suit you, any fees and charges that are deemed non-refundable remain so and we are only obliged to use reasonable endeavours to provide an alternative date.

In genuine force majeure circumstances, we will endeavour to arrange a new date for the Booking with you after the event outside of its control is over. Parties must use all reasonable endeavours to mutually agree on a new date, but if the parties are unable to agree on an alternative date, the Booking will be considered cancelled, and return of any monies, excluding the Booking Payment, will be returned to you.

In force majeure circumstances, where an alternative date can be provided which has resulted from a force majeure event, we will credit any amount paid already for a date that can be mutually agreed.

If you choose to book again and an event beyond our control is reasonably foreseeable, based on Government guidance, then the booking is done so at your own risk and we are not liable for any loss suffered as a result of the failure of your second booking to proceed. We are under no obligation to provide a further date because of any cancellation or postponement.

13. Amendments

Any variations subsequently agreed verbally between the parties and Woody the Wood Oven Wagon will form part of these Terms and Conditions once in writing and emailed to you.

14. Governing Law and Jurisdiction

These terms and conditions, their subject matter and their formation, are governed by the laws of South Australia. You and we both agree that the courts in South Australia will have exclusive jurisdiction.