

GREEN MANGO VIETNAMESE RESTAURANT TERMS AND CONDITIONS

These terms and conditions are between Green Mango Vietnamese Restaurant (**ABN 59 360 691 173**), (**we, us or our**) and you, the party stated in the Quote (**you or your**), together the **Parties** and each a **Party**. Together, these terms and conditions and the Quote form the entire agreement under which we will provide the Goods and Services to you (together, the **Terms**).

1. ACCEPTANCE

1.1 You have requested the Goods and Services set out in the Quote, and accept these Terms by instructing us to proceed with the Goods and Services or making any payment of the Price (including the Deposit).

1.2 A Quote:

- (a) is valid for 2 days from the date of the Quote; and
- (b) may be amended or revoked by us at any time by notice to you. An updated or revised Quote will make all previous Quotes invalid in their entirety.

1.3 On the date you receive the Quote, your requested Event Date is available for booking. However, we do not hold dates open, and you agree to pay the Deposit to secure your booking and requested Event Date and as a precondition to us commencing the provision of the Goods and Services.

2. PRICE AND PAYMENT

2.1 You agree to pay us the Price in accordance with these Terms. All amounts are stated in Australian dollars and are inclusive of GST (unless otherwise stated).

2.2 You agree to pay the balance of the Price at least 14 days prior to the Event Date failing which, we may suspend the provision of the Goods and Services however the full amount will still be due and payable.

2.3 You agree to make payment of the Price by direct deposit to our bank account set out in the Quote.

2.4 We may charge interest at a rate equal to the Reserve Bank of Australia's cash rate from time to time plus 5% per annum, calculated daily and compounding monthly, on any amounts unpaid 7 days after the payment date.

3. GOODS AND SERVICES

3.1 In consideration of your payment of the Price, we agree to provide you the Goods and Services in accordance with these Terms whether ourselves or through our Personnel.

3.2 Upon the pickup or delivery of our Goods, we require you or your representative to inspect the Goods for compliance with these Terms and to confirm that the correct Goods have been received. You must raise any issues with our Personnel prior to our Personnel leaving the delivery address.

3.3 It is a condition of receiving our Goods and Services that you or your representative be available for the delivery of the Goods. If you are not at the delivery address at the nominated time, the Goods will be deemed to have been delivered in acceptable condition.

4. VARIATIONS

4.1 You may request a change to the Goods and Services by providing verbal or written notice to us (**Variation Request**). We will discuss the Variation Request with you and may agree (in writing) the change, together with any adjustment to the Price (if required).

4.2 You acknowledge that prices in an accepted Quote are fixed for the Goods and Services set out in the Quote only, as at the date of acceptance. If you subsequently request to remove or make variations to Goods and Services after the date of the Quote, you

must pay the market price for such Goods and Services at the time of request for a variation.

4.3 We may accept reductions in the Goods and Services in a Quote however the total final Price payable must not be less than the total quoted amount at the time of booking confirmation.

4.4 We will not accept any variations within 14 days of the Event Date.

4.5 If we consider that any instruction or direction from you constitutes a variation, then we will not be obliged to comply with such instruction or direction unless a Variation Request has been issued in accordance with clause 4.1.

4.6 Where the Goods and Services are varied or changed, or the costs of providing the Goods and Services increases (including as a result of change in law) (**Variation Event**) and the cause of that Variation Event relates to, or is connected with, an event or circumstance beyond our reasonable control, you agree to pay us our reasonable additional costs and expenses that we may suffer or incur as result of the Variation Event, as a debt due and immediately payable.

5. RESCHEDULING AND CANCELLATIONS

5.1 You must contact us in writing (including by email) immediately if you would like to reschedule the Event Date or cancel the provision of the Goods and Services. For any rescheduling or cancellation, you will forfeit any Deposit paid. You acknowledge that it is a genuine pre-estimate of our loss due to blocking your Event Date for other clients and our preparation time involved with preparing your Goods and Services.

Rescheduling

5.2 If you contact us to reschedule the Event Date, you must do so at least 4 weeks prior to the scheduled Event Date, we will use reasonable endeavours to cater to your request, subject to our availability (but are under no obligation to do so).

5.3 To secure the new Event Date, we will issue you with a new Quote with our then current prices and you must accept the new Quote by paying a new Deposit.

5.4 If you request us to reschedule an Event Date within 4 weeks of the scheduled Event Date, this is a cancellation under these Terms and the below clause will apply.

Cancellation

5.5 If you contact us to cancel the provision of Goods and Services, any Deposit paid by you is non-refundable in accordance with clause 5.1 and if your request is:

- (a) more than 4 weeks prior to the scheduled Event Date, if applicable, we will refund you the balance of any other part of the Price paid by you; and
- (b) less than 4 weeks prior to the scheduled Event Date, we will deduct any expenses and fees incurred by us and refund the remainder of the Price paid by you.

6. OUTDOOR EVENTS AND SPECIFIC CONSIDERATIONS

6.1 You acknowledge that outdoor Events are arranged at your risk and unless otherwise agreed in writing between the Parties, there will be no variations due to adverse weather. You acknowledge that adverse weather may mean that we are unable to provide parts of the Goods and Services as set out in the Quote but there will be no refunds or reduction in Price for this reason.

6.2 You agree that all outdoor Events must have an adverse weather plan arranged with an alternate location sheltered from the weather.

- 6.3 You must provide us with a minimum of 24 hours' notice if you will use the adverse weather plan and we reserve the right to enact the adverse weather plan at our discretion if we deem there is a risk to our Goods and Services or our Personnel.
- 7. HIRED GOODS**
- 7.1 As part of the Goods and Services, we may provide you with Hired Goods. You acknowledge and agree:
- that we agree to hire the Hired Goods to you for the Hire Period and in accordance with these Terms;
 - that any request you make to extend the Hire Period will be considered a variation and must be dealt with in accordance with clause 4;
 - title to the Hired Goods will remain with us and you take the Hired Goods as bare bailee only;
 - the Hired Goods are deemed delivered to you at the time when they are installed or delivered to the Event Location and risk in the Hired Goods passes to you at such time. Our Personnel will not stay with any Hired Goods;
 - you will keep the Hired Goods under your custody and control at all times, and you will not sublease, rent, sell, or otherwise transfer the Hired Goods to any other person;
 - you must not remove the Hired Goods from their installed location without our prior consent; and
 - to follow our reasonable directions and guidelines as to the use of the Hired Goods.
- Bond**
- 7.2 If applicable, we will hold the Bond paid until the Hired Goods have been returned to us in the Original Condition.
- 7.3 You acknowledge and agree that the Bond will be used as security by us for the performance of any of your obligations and satisfaction of any of your liabilities under these Terms and that we may call upon the Bond to satisfy any obligations or liabilities owed by you to us under these Terms (including payment of any amounts due and payable to us by you under these Terms).
- 7.4 We will have no obligation to provide the Hired Goods until we have received, at our discretion, either payment of the Bond in full or pre-authorisation of your payment method for the Bond.
- 7.5 Subject to your compliance with these Terms, we will refund you the balance (if any) of the Bond or cancel the pre-authorisation on your payment method (depending on how you have provided the Bond) within a reasonable time after the return of the Hired Goods in the Original Condition.
- Condition of Hired Goods**
- 7.6 You are responsible for determining whether the Hired Goods will be suitable, fit for purpose, and in compliance with their description.
- 7.7 Unless you notify us upon delivery of the Hired Goods, demonstrating that the Hired Goods do not comply with these Terms, you agree that the Hired Goods have been delivered in good condition, clean, free from damage or defect, fit for purpose and in accordance with these Terms (**Original Condition**).
- 7.8 If you provide us with notice under clause 7.7, you may agree to accept the Hired Goods in the condition provided, which will then be deemed to be the Original Condition.
- Return of Hired Goods**
- 7.9 You agree to return the Hired Goods to us in the Original Condition, to their installed location unless otherwise set out in the Quote.
- 7.10 You agree that if the Hired Goods are not returned to us by the noted end time for your event, we may charge you the daily hire fee at the current recommended retail hire rate.
- Loss or Damage to Hired Goods**
- 7.11 During the Hire Period, you agree to:
- protect and keep the Hired Goods in the Original Condition, subject to any fair wear or tear; and
 - prevent the Hired Goods from being subject to any loss, theft, damage, vandalism or destruction and notify us immediately if the Hired Goods are stolen, lost, destroyed or damaged.
- 7.12 You agree that you are responsible for the costs of any repairs or replacement of the Hired Goods that are necessary as a result of loss, theft, damage, vandalism, misuse or neglect to the Hired Goods during the Hire Period. Where we undertake the repairs or replacement on your behalf, you agree to pay us the costs of the repairs or replacement, as a debt due and immediately payable. Without limiting our rights under these Terms, you agree if the Hired Goods are not returned at the end of the Hire Period, we may charge your credit card the recommended retail price of the Hired Goods or draw on the Bond in accordance with clause 7.3.
- 8. YOUR OBLIGATIONS AND WARRANTIES**
- 8.1 You are responsible for the acts or omissions, or the goods or services provided by Your Personnel or others engaged by you, and you agree to ensure they cooperate with us and do not interfere with our supply of the Goods and Services.
- 8.2 You agree that any works, goods or services provided by you or Your Personnel (**Your Items**) will be:
- provided solely at your own risk, and you agree that we will assume no responsibility or Liability for Your Items;
 - fit for purpose, of merchantable quality and compliant with all applicable laws; and
 - sufficient to enable us to comply with our obligations under these Terms and all applicable laws.
- 8.3 You represent, warrant, acknowledge and agree that:
- you have not relied on any representations or warranties made by us in relation to the Goods and Services (including as to whether the Goods and Services are or will be fit or suitable for your particular purposes), unless expressly stipulated in these Terms;
 - you will cooperate with us, and provide us with all documentation, approvals, information, instructions and access times and addresses to the Event Location necessary to enable us to provide the Goods and Services, as requested by us, from time to time, and in a timely manner;
 - you will provide us and Our Personnel with sufficient access to the Event Location (and for events in the Sydney Botanic Gardens, you will arrange for and pay for ranger access) and other facilities at the Event Location, to enable us to provide the Goods and Services (including at the dates and times that we have agreed with you) free from harm or risk to health and safety;
 - you must ensure that the Event Location does not have fittings or temporary items that obstruct the agreed set-up space as described in the Quote. You must inform us immediately in writing of any obstructions that may affect our provision of the Goods and Services and we reserve the right to refuse to provide our Goods and Services if we deem the Event Location unsuitable for installation or unsafe for us, our Personnel or any other person. You agree

that we will not be liable for any modifications to the Goods and Services or configuration of installed Goods in order to account for any obstructions or amenities not working at the Event Location on the Event Date. We will not refund you if modifications are required to meet safety requirements we deem necessary;

- (a) the information you provide to us is true, correct and complete;
- (b) you will not infringe any third party rights in working with us and receiving the Goods and Services;
- (c) you will ensure that the Event Location is safe and free of harmful materials or substances; and
- (d) you are responsible for obtaining, and providing to us if necessary, any access, consents, licences, Approvals and permissions from other parties necessary for the Goods and Services to be provided, at your cost.

9. YOUR STATUTORY RIGHTS

9.1 Certain legislation, including the Australian Consumer Law (ACL) in the *Competition and Consumer Act 2010* (Cth) and similar consumer protection laws and regulations, may confer you with rights, warranties, guarantees and remedies relating to the Goods and Services which cannot be excluded, restricted or modified (**Statutory Rights**). Nothing in these Terms excludes your Statutory Rights as a consumer under the ACL.

9.2 You agree that our Liability for the Goods and Services is governed solely by the ACL and these Terms.

9.3 Subject to your Statutory Rights, we exclude all express and implied warranties, representations and guarantees of any kind (whether under statute, law, equity or on any other basis) and all materials, work, goods and services (including the Goods and Services) are provided to you without warranties, representations and guarantees of any kind.

10. TERM AND TERMINATION

10.1 These Terms will commence upon your acceptance in accordance with clause 1.1, and will continue until the earlier of the date:

- (a) we consider the Goods and Services to be complete or supplied to you in accordance with these Terms; or
- (b) these Terms are terminated in accordance with this clause 10.

10.2 Either Party may terminate this Agreement if the other Party has materially breached this Agreement and such breach is not rectified within 5 days from the date notice is received by that Party.

10.3 On termination of these Terms, you agree that:

- (a) any amounts paid for Goods and Services are non-refundable;
- (b) you agree to pay us all amounts due and payable to us under these Terms up to the date of termination, as a debt immediately due and payable; and
- (c) you agree to return or give us access to recover all property belonging to us on request (including any Hired Goods), and to give us or Our Personnel such rights of access necessary to exercise our rights under this clause.

10.4 The accrued rights, obligations and remedies of the Parties are not affected by termination of these Terms.

10.5 This clause will survive the termination or expiry of these Terms.

11. LIABILITY, INDEMNITY AND EXCLUSIONS

11.1 **Exclusions:** Despite anything to the contrary, to the maximum extent permitted by law, we will not be liable for, and you waive

and release us from and against, any Liability caused or contributed to by (whether directly or indirectly):

- (a) loss of, or damage to, any property or any injury to, or death of any person unless caused by our gross negligence or wilful misconduct;
- (b) acts or omissions of you (or any of your guests or third parties engaged by you in connection with the Event);
- (c) your breach of these Terms, any law or third party rights;
- (d) any information, documentation, specifications or directions given by you (or any of your guests or third parties engaged by you in connection with the Event);
- (e) loss or damage to any items provided by us to you (including to the Hired Goods);
- (f) Your Items;
- (g) any event or circumstance beyond our reasonable control, including a Force Majeure Event.

11.2 **Indemnity:** Despite anything to the contrary, to the maximum extent permitted by law, you are liable for, and agree to make good, indemnify us and hold us harmless in respect of, any Liability that we may suffer, incur or otherwise become liable for, arising from or in connection with:

- (a) acts or omissions of you or Your Personnel;
- (b) any loss (including theft) of, or damage to, the Hired Goods during the Hire Period;
- (c) any failure to return the Hired Goods in accordance with these Terms (including failing to return the Hired Goods in their Original Condition);
- (d) any information, documentation, specifications or directions given by you or Your Personnel; or
- (e) Your Items.

11.3 **Limitation of liability:** Despite anything to the contrary, to the maximum extent permitted by law:

- (a) we will not be liable for any Consequential Loss; and
- (b) our liability for any Liability under these Terms will be reduced proportionately to the extent the relevant Liability was caused or contributed to by the acts or omissions of the other Party (or any of its Personnel); and
- (c) our maximum aggregate Liability in relation to the provision of the Goods and/or Services or these Terms will be limited to us resupplying the Goods and/or Services to you or, in our sole discretion, to us repaying you the amount of the Price paid by you to us in respect of the provision of the relevant Goods and/or Services to which the Liability relates.

11.4 This clause will survive the termination or expiry of these Terms.

12. INTELLECTUAL PROPERTY

12.1 As between the Parties, all intellectual property (including copyright) developed, adapted, modified or created by us or our Personnel (including in connection with these Terms or the provision of the Goods and Services) will at all times vest, or remain vested, in us.

12.2 You grant us a perpetual, royalty-free, world-wide and irrevocable licence to use, develop, adapt and modify (**Use**) all intellectual property (including copyright) in any materials that you provide to us in connection with these Terms, and you will ensure that any such Use does not infringe any intellectual property rights of any person.

12.3 This clause will survive the termination or expiry of these Terms.

13. GENERAL

- 13.1 **Disputes:** A Party may not commence court proceedings relating to any dispute, controversy or claim arising from, or in connection with, this Agreement (including any question regarding its existence, validity or termination) (**Dispute**) without first meeting with the other Party to seek (in good faith) to resolve the Dispute. Nothing in this clause will operate to prevent a Party from seeking urgent injunctive or equitable relief from a court of appropriate jurisdiction.
- 13.2 **Governing law:** These Terms are governed by the laws of New South Wales. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New South Wales and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 13.3 **Amendment:** These Terms may only be amended by written instrument executed by both Parties.
- 13.4 **Confidentiality:** You will keep confidential, and not use or permit any unauthorised use of, any of our confidential information without our prior written consent, except where the disclosure is required by law.
- 13.5 **GST:** If and when applicable, GST payable on the Price will be set out in our Quote. You agree to pay the GST amount at the same time as you pay the Price.
- 13.6 **Joint and Several Liability:** Where you constitute two or more individuals or entities, you will each be jointly and severally liable under these Terms.
- 13.7 **Notices:** Any notice given under these Terms must be in writing addressed to the relevant address last notified by the recipient to the Parties. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 13.8 **Severance:** Any term in this Agreement which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity or enforceability of the remainder of this Agreement is not affected.
- 13.9 **Force Majeure:** If we are prevented (directly or indirectly) from supplying the Goods and Services by reason of a Force Majeure Event or any cause whatsoever outside our control, we shall be under no Liability whatsoever to you and we shall be entitled, in our absolute discretion, to give notice to you to either cancel the contract or to extend the time for performance by us of our obligations, if appropriate.
- 13.10 This clause will survive the termination or expiry of these Terms.

14. INTERPRETATION & DEFINITIONS

- 14.1 Any reference to "Goods and Services" may mean "Goods and/or Services", as the case may be.
- 14.2 In these Terms, unless the context otherwise requires, capitalised terms have the meanings given to them in the Quote, and:

Approval means any approval, consent, permit, application, registration or equivalent required to be obtained in connection with the Goods and Services by any Authority or any law.

Authority means any national, State, Territory or local government departments, bodies, instrumentalities or other public authorities the approval of which is applicable to or necessary for the provision of the Goods and Services.

Bond means the amount set out as the bond in the Quote.

Consequential Loss includes any consequential, special or indirect loss, damage or expense including any real or anticipated loss of revenue, loss of profit, loss of use, loss of occupation, loss of benefit, loss of financial opportunity, or

economic loss whether arising out of a breach of these Terms, at law, under any statute, in equity, or in tort (including negligence).

Deposit means the deposit set out in the Quote.

Event means the event set out in the Quote.

Event Date means the event date set out in the Quote.

Event Location means the event location(s) as set out in the Quote, and includes any other property or sites adjoining to, surrounding or neighbouring the Event Location(s) that may be necessary to access or use for the provision of the Goods and Services.

Force Majeure Event means any one, or combination of law or government regulation which comes into force or any act of God, flood, war, revolution, civil commotion, political disturbance, fire explosion, ionizing radiation, contamination by radioactivity, nuclear, chemical or biological contamination, disease, epidemic, pandemic (including in relation to the coronavirus, severe acute respiratory syndrome coronavirus 2, or any mutation thereof), government sanctioned shutdown, global economic downturn, delay of Goods and Services by our supplier, the inability of our normal suppliers to supply the Goods and Services for any reason or any other cause whatsoever over which we have no control.

Goods and Services means the goods and services to be provided by us under these Terms, as expressly set out in the Quote and includes any Hired Goods.

GST has the meaning which it is given in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Hired Goods means, if included in any Quote, any goods or equipment provided to you on a hire-only basis.

Hire Period means the period from the start of the Event until the end of the Event unless otherwise set out in the Quote.

Liability means any expense, cost, liability, loss, damage, claim, notice, entitlement, investigation, demand, proceeding or judgment (whether under statute, contract, equity, tort (including negligence), indemnity or otherwise), howsoever arising, whether direct or indirect and/or whether present, unascertained, future or contingent and whether involving a third party, a Party or otherwise.

Original Condition takes the meaning given to it in clause 7.7.

Personnel means, in respect of a Party, any of its employees, consultants, suppliers, subcontractors or agents.

Price means the price set out in our Quote for the provision of the Goods and Services.

Quote means the quote (including any online Quote) to which these Terms are attached by reference.