



CYA LATTE

ABN: 18 118 997 899

Service Agreement & Booking Terms

Effective Date: 16 September 2026

Version: 1.5

These Service Agreement & Booking Terms ("Agreement") apply to event catering and beverage services provided by **CYA LATTE** ("CYA LATTE", "we", "us" or "our") to the person or organisation making the booking ("Client", "you" or "your").

By submitting the CYA LATTE Booking Form and accepting this Agreement, the Client confirms that they have read, understood and agreed to these terms.

The Client further acknowledges that the information, declarations, authorisations and options selected by the Client in the Booking Form form part of this Agreement.

Where the Client is booking on behalf of a company, organisation or another person, the Client confirms that they are authorised to make the booking, provide the relevant authorisations and accept this Agreement on that party's behalf.



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1. BOOKING & CONFIRMATION

1.1 Booking Requests

Submitting a Booking Form, making an enquiry, or receiving a quote does not reserve or secure an event date.

A booking is only confirmed once CYA LATTE has received either the required deposit (refer to Section 1.2) or full payment, as applicable, before the event date.

1.2 Deposit

Unless otherwise stated in writing, a **50% non-refundable deposit** is required to secure the booking.

The deposit must be paid within the timeframe stated on the invoice or quote.

1.3 Remaining Balance

The remaining balance must be paid by the due date stated on the invoice and, in all cases, before the event unless otherwise agreed by CYA LATTE in writing.

1.4 Booking Documents

The agreement between CYA LATTE and the Client consists of:

- these Service Agreement & Booking Terms;
- the Client's submitted Booking Form;
- all selections, declarations and authorisations made in the Booking Form;
- the accepted quote or proposal;
- the invoice;
- confirmed event details; and
- any subsequent variation agreed between CYA LATTE and the Client in writing.

The Client acknowledges that selections made in the Booking Form are contractual instructions provided to CYA LATTE and may affect how services are provided and what additional charges may become payable.



2. PACKAGE & SERVICE

2.1 Package Quantity

Each package includes the number of drinks specified in the Client's confirmed booking. Once the included quantity has been reached, any further drinks will be handled in accordance with the Client's additional drinks selection in the Booking Form.

2.2 Unused Drinks

Unused drinks included within a package are not redeemable for cash, transferable or refundable merely because fewer drinks are consumed than anticipated.

2.3 Service Period

Service will be provided during the agreed service period.

Any interruption, pause or delay requested by or attributable to the Client, venue, organiser or event schedule forms part of the booked service period.

2.4 Completion of Service

CYA LATTE may conclude service when:

- the booked quantity of drinks has been served and the Client's selected additional-drink instruction does not authorise further service; or
- the agreed service period has ended,

unless both parties have agreed to extend the service.

2.5 Pricing and Package Changes

CYA LATTE may update the pricing, package inclusions and menus displayed on its website from time to time.

Unless otherwise agreed in writing, the pricing and package inclusions applicable on the date the Client submits their Booking Form will apply to that booking, even if CYA LATTE subsequently updates its website pricing or packages.

Any later changes to CYA LATTE's website pricing will not retrospectively increase the price of a confirmed booking.



If the Client subsequently requests a change, upgrade or additional service that was not included in the original booking, the pricing applicable at the time of the requested change may apply. CYA LATTE will advise the Client of any additional charge before the change is agreed.

2.6 Menu Changes

The menu displayed on CYA LATTE's website may be updated from time to time.

Unless specific menu items have been expressly agreed in writing, the Client is booking the service category and format selected in the Booking Form rather than individual drinks or flavours displayed on the website.

Individual drinks, flavours, toppings and seasonal items may therefore change between the booking date and event date in accordance with the Menu & Seasonal Availability section of this Agreement.

2.7 Pricing & Menu Update Record

For transparency and to identify which published pricing and package information applied at the time of a Client's booking, CYA LATTE will maintain a record of material website pricing and menu updates below.

Effective Date	Version	Update
6 September 2026	v1.4	Latest menu and pricing update
16 September 2026	v1.5	Latest menu update

3. ADDITIONAL DRINKS & CLIENT AUTHORISATION

This section contains important information regarding charges that may be incurred in addition to the prepaid package price.

3.1 Additional Drink Rate

Unless another rate has been expressly stated in the Client's quote, invoice or written agreement, drinks served in excess of the prepaid package quantity will be charged at:

\$9.00 per additional drink.



3.2 Client Selection in Booking Form

As part of the Booking Form, the Client is asked:

"If the number of drinks served exceeds the prepaid package quantity, how would you like us to handle additional drinks?"

The Client's selected response to this question forms part of this Agreement and constitutes the Client's instruction to CYA LATTE regarding additional drinks.

3.3 Client Responsibility for Selected Option

The Client acknowledges and agrees that CYA LATTE is entitled to rely on the additional-drinks option selected by the Client in the submitted Booking Form.

The Client is responsible for the financial consequences of the option they select.

Where the Client selects an option authorising CYA LATTE to continue serving additional drinks beyond the prepaid package quantity, the Client:

- expressly authorises CYA LATTE to continue supplying drinks in accordance with that selection;
- acknowledges that those drinks are not included in the prepaid package;
- agrees that each additional drink will be charged at the applicable additional-drink rate;
- agrees that the additional drinks may be invoiced following the event; and
- agrees to pay properly incurred additional-drink charges by the due date shown on the invoice.

The Client may not subsequently refuse payment solely on the basis that the additional drinks exceeded the original prepaid package where those drinks were supplied in accordance with the Client's selected authorisation.

Nothing in this clause prevents the Client from raising a genuine dispute concerning an error in the quantity charged or whether the service supplied was consistent with the Client's selected authorisation.



3.4 Instructions Requiring Event-Day Approval

Where the option selected by the Client requires CYA LATTE to obtain approval before serving drinks beyond the package quantity, CYA LATTE will seek approval from:

- the Client;
- the person who submitted the Booking Form;
- the nominated event-day contact; or
- another representative whom the Client has identified as having authority to make event-day decisions.

Once an authorised person instructs CYA LATTE to continue serving, that instruction constitutes authorisation on behalf of the Client for the resulting additional charges.

Approval may be given verbally or in writing during the event.

3.5 Instructions to Stop Service

Where the Client's Booking Form selection instructs CYA LATTE to stop service once the prepaid package quantity has been reached, CYA LATTE will stop accepting additional orders when the package allocation has been fulfilled.

CYA LATTE may continue serving only if the Client or an authorised representative subsequently provides clear approval to do so.

Any additional drinks subsequently authorised will be charged at the applicable additional-drink rate.

3.6 Pre-Authorised Additional Drinks

Where the Client's Booking Form selection authorises CYA LATTE to continue serving after the package quantity has been reached without obtaining further approval, that selection constitutes the Client's advance authorisation for CYA LATTE to do so.

CYA LATTE is not required to obtain a second authorisation during the event where valid advance authorisation has already been provided through the Booking Form.



Any limit specified by the Client as part of that selection must be observed.

3.7 Guest Orders

Where the Client has authorised continued service beyond the package quantity, drinks ordered by guests after the prepaid allocation has been exhausted will count as additional drinks and will be charged to the Client at the applicable rate.

Where the Client has **not** authorised continued service, an ordinary guest's request for a drink does not by itself authorise CYA LATTE to exceed the package quantity.

3.8 Recording Drink Quantities

CYA LATTE will use a mechanical counter to record the number of drinks served during the event. The counter will be used to determine the total number of drinks served and, where applicable, the number of additional drinks supplied beyond the Client's prepaid package quantity.

CYA LATTE may retain a photograph or other record of the final counter reading as evidence of the total number of drinks served.

3.9 Additional-Drink Invoice

Where additional drinks have been supplied in accordance with the Client's authorisation, CYA LATTE may issue an invoice following the event.

The invoice will identify the additional quantity and applicable rate.

For example:

Additional Drinks: 27 × \$9.00 = \$243.00

3.10 Payment Obligation

The Client agrees to pay properly authorised additional-drink charges by the due date stated on the invoice.

The Client remains responsible for those charges regardless of:

- whether the drinks were consumed by the Client personally;
- which guests consumed the drinks;



- whether guests were aware that the package quantity had been reached; or
- whether the Client intends to recover the cost of those drinks from another person.

3.11 Disputed Quantities

If the Client believes the number of additional drinks invoiced is incorrect, the Client must notify CYA LATTE promptly and provide details of the disputed amount.

CYA LATTE will review the recorded drink count and any supporting records. If an error is identified, the invoice will be corrected accordingly.

Any undisputed amount remains payable by the invoice due date.

4. ADDITIONAL SERVICE TIME

4.1 Included Service Time

The service period included in the Client's booking will be stated in the applicable quote, proposal, invoice or booking confirmation.

4.2 Additional Time

If the Client requests CYA LATTE to continue operating beyond the booked service period and CYA LATTE agrees, additional service time will be charged at the rate stated in the applicable quote or invoice.

Unless another rate has been agreed:

Additional service time: \$90 per hour.

4.3 Availability

Additional service time is subject to staff availability, venue requirements and CYA LATTE's other commitments.

CYA LATTE is not obliged to extend service beyond the agreed service period.



5. EVENT INFORMATION & CLIENT RESPONSIBILITIES

The Client is responsible for ensuring that information submitted through the Booking Form is complete and accurate, including:

- event date;
- venue address;
- service times;
- estimated guest numbers;
- contact details;
- loading and unloading arrangements;
- access restrictions;
- stairs, lifts and ramps;
- power availability;
- indoor or outdoor setup;
- venue requirements;
- dietary information where applicable; and
- any other information reasonably relevant to providing the service.

CYA LATTE is entitled to rely on information provided by the Client.

The Client must notify CYA LATTE as soon as reasonably practicable if material information changes.

Changes remain subject to availability and may result in reasonable additional charges where they change the scope or cost of providing the service.



6. ACCESS & SETUP

6.1 Client Responsibility for Access

The Client is responsible for ensuring that CYA LATTE has safe, suitable and reasonably accessible passage from the loading/unloading location to the final setup location at the scheduled arrival time.

The Client must accurately disclose in the Booking Form whether there are any stairs or steps along this entire route and, where stairs or steps are present, whether a suitable and operational lift or ramp is available.

CYA LATTE is entitled to reasonably rely on the access information provided by the Client when accepting the booking, allocating staff and equipment, and preparing for the event.

The Client must notify CYA LATTE as soon as reasonably practicable if the access arrangements change or if any information previously provided is found to be inaccurate.

6.2 Heavy Equipment, Stairs & Lifts

The Client acknowledges that CYA LATTE transports a mobile cart and heavy commercial equipment which cannot safely or reasonably be manually carried up or down stairs.

Where stairs or steps are present, suitable step-free access by lift or ramp must be available unless CYA LATTE has expressly agreed to an alternative arrangement in writing before the event.

CYA LATTE staff are not required to manually carry the cart or heavy commercial equipment up or down stairs or through an access route that CYA LATTE reasonably considers unsafe or impracticable.

6.3 Undisclosed Stairs or Incorrect Access Information

If CYA LATTE arrives at the venue and discovers that:

- stairs or steps were not disclosed in the Booking Form;
- the Client stated that the route was step-free when it is not;
- a lift or ramp stated to be available is unavailable, inaccessible, unsuitable or cannot accommodate CYA LATTE's equipment; or



- the actual access arrangements materially differ from those disclosed by the Client,

CYA LATTE may refuse to transport its cart or heavy equipment through the affected access route.

Where reasonably practicable, CYA LATTE will first work with the Client or venue to identify a safe and suitable alternative setup location or access route.

If no suitable alternative can reasonably be provided within a timeframe that allows CYA LATTE to perform the booked service, CYA LATTE may cancel or cease the affected service.

6.4 Financial Consequences of Incorrect Access Information

Where CYA LATTE is unable to provide all or part of the booked service because the Client provided inaccurate or incomplete access information, failed to disclose stairs or steps, or failed to provide the lift, ramp or step-free access confirmed in the Booking Form, this will not be treated as a cancellation or failure to perform caused by CYA LATTE.

Subject to the Australian Consumer Law and other applicable law, the Client will remain responsible for CYA LATTE's reasonable costs and losses resulting from the access issue, which may include:

- staff and labour costs;
- travel and transport costs;
- preparation and administration already performed;
- ingredients and event-specific supplies already purchased or prepared;
- and
- other reasonable costs or losses directly resulting from the Client's inaccurate or incomplete access information.

CYA LATTE may apply amounts already paid by the Client towards those reasonable costs and losses.

Where CYA LATTE's reasonable costs and losses equal or exceed the amount already paid by the Client, no refund will be payable. If the amount retained exceeds CYA LATTE's reasonable costs and losses, any amount that is required to be refunded under applicable law will be returned to the Client.



Nothing in this section excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the Australian Consumer Law or other applicable law.

6.5 Loading and Unloading

The Client must ensure that reasonable loading and unloading arrangements are available, including any loading-zone arrangements disclosed or agreed during the booking process.

6.6 Setup Area

The setup location must be:

- reasonably level and stable;
- safely accessible;
- sufficiently large for the confirmed setup;
- permitted by the venue;
- reasonably protected from unsafe conditions; and
- located within an appropriate distance of the required power supply.

6.7 Unsafe or Inaccessible Locations

CYA LATTE may refuse to set up in a location that it reasonably considers unsafe or inaccessible for its staff, guests or equipment.

Where reasonably practicable, CYA LATTE will work with the Client or venue to identify a safe and suitable alternative location.

7. POWER REQUIREMENTS

Unless otherwise agreed in writing, the Client must ensure access to:

1 × standard 10amp power outlet

or another electrical arrangement expressly approved by CYA LATTE.

The electrical supply must be operational, accessible and suitable for the equipment being used.

If the required power is unavailable or unsuitable, CYA LATTE will use reasonable efforts to provide an alternative service where practicable.



CYA LATTE is not responsible for service limitations or delays caused by the failure of the Client or venue to provide agreed electrical facilities, except to the extent caused or contributed to by CYA LATTE.

8. OUTDOOR EVENTS & WEATHER

For outdoor events, suitable protection may be required for staff, guests and equipment.

Where agreed, CYA LATTE may provide its commercial marquee.

CYA LATTE may delay, suspend, relocate or cease service if weather or environmental conditions create a reasonable safety risk, including severe wind, storms, lightning, flooding, extreme heat or other hazardous conditions.

Where reasonably practicable, CYA LATTE and the Client will work together to identify a safe alternative setup.

9. MENU & PRODUCT AVAILABILITY

The Client acknowledges that CYA LATTE's menu is seasonal and may change from time to time due to seasonal offerings, product availability, supplier availability and updates to CYA LATTE's menu.

Unless a specific drink, flavour or menu item has been expressly agreed with CYA LATTE in writing, the Client's booking is for the service category and format selected in the Booking Form (for example, Coffee, Matcha, or Coffee & Matcha, and Hot & Iced, or Hot Only, or Iced Only), and does not guarantee any particular drink, flavour or menu item displayed on the CYA LATTE website at the time of booking.

The individual drinks, flavours, toppings and other menu items displayed on the CYA LATTE website are indicative of CYA LATTE's current or seasonal offerings and may be changed, substituted or discontinued before the event without prior notice.



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The menu provided at the event will be based on CYA LATTE's current menu and product availability at the time of the event, while remaining consistent with the service category and format purchased by the Client.

Accordingly, the unavailability or removal of a particular seasonal drink, flavour, topping or menu item displayed on the website will not, by itself, constitute a failure to provide the booked service or entitle the Client to a refund, credit or compensation, provided CYA LATTE supplies the agreed service category and format.

If a specific menu item has been expressly agreed with CYA LATTE in writing, CYA LATTE will use reasonable efforts to provide that item. If it becomes unavailable due to circumstances outside CYA LATTE's reasonable control, CYA LATTE will notify the Client where reasonably practicable and offer a reasonably comparable alternative.

Nothing in this section excludes or limits any rights or remedies available to the Client under the Australian Consumer Law or other applicable law.

10. ALLERGIES & DIETARY REQUIREMENTS

The Client should notify CYA LATTE of relevant known dietary or allergen requirements as early as reasonably practicable.

Ingredient and allergen information may be provided on request.

The Client acknowledges that CYA LATTE prepares beverages in an environment where multiple ingredients and allergens may be handled.

Although reasonable food-safety and cross-contact precautions are taken, CYA LATTE cannot guarantee that a product will be completely free from traces of an allergen unless expressly confirmed otherwise.

Guests with serious allergies should notify CYA LATTE staff before ordering.

11. FOOD SAFETY

CYA LATTE will provide its services in accordance with applicable food-safety requirements.



CYA LATTE may refuse to prepare or serve a product where doing so would, in its reasonable opinion, create a food-safety risk.

12. VENUE APPROVAL

The Client is responsible for ensuring that the venue, property owner or event organiser permits CYA LATTE to attend and provide the agreed service.

The Client must disclose relevant venue requirements or restrictions.

CYA LATTE remains responsible for licences, registrations or approvals that applicable law requires CYA LATTE itself to hold.

13. GUEST CONDUCT & SAFETY

The Client must take reasonable steps to ensure that guests do not:

- interfere with CYA LATTE equipment;
- enter staff preparation areas;
- interfere with electrical equipment or connections;
- act abusively or threateningly towards staff; or
- create an unreasonable health or safety risk.

CYA LATTE may suspend or cease service where reasonably necessary to protect staff, guests or property.

14. DAMAGE TO PROPERTY

Where CYA LATTE property is damaged due to negligent or deliberate conduct of the Client or a person for whom the Client is legally responsible, CYA LATTE may seek recovery of its reasonable repair or replacement loss to the extent permitted by law.

Normal wear and tear is excluded.



15. EVENT DELAYS

If service is delayed because:

- venue access is unavailable;
- the setup area is not ready;
- required power is unavailable;
- venue permission has not been obtained; or
- another responsibility allocated to the Client under this Agreement has not been satisfied,

the originally scheduled service end time will ordinarily remain unchanged unless otherwise agreed.

Additional service time may be requested, subject to availability and applicable fees.

16. CANCELLATION BY THE CLIENT

Once a booking is confirmed, CYA LATTE reserves the agreed date and service time exclusively for the Client and may decline other bookings for that period. If the Client cancels the booking for any reason, the following cancellation charges apply:

- **More than 30 days before the event:** The deposit is non-refundable. Any amount paid above the deposit will be refunded.
- **14–30 days before the event:** 75% of the total booking price is payable. If more than this amount has already been paid, the difference will be refunded. If less has been paid, the outstanding amount will be invoiced.
- **Less than 14 days before the event:** 100% of the total booking price is payable. No refund will be provided for amounts already paid, and any outstanding balance will be invoiced.

Any approved refund will be processed within a reasonable timeframe.

These cancellation charges are intended to compensate CYA LATTE for reasonable costs and losses resulting from the cancellation, which may include



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administration and planning time, stock or customised items already purchased, staff or supplier commitments, and loss associated with reserving the event date and being unable to accept or secure another booking.

Where required by law, CYA LATTE will take reasonable steps to minimise its loss. Any amount retained will not exceed the amount CYA LATTE is legally entitled to recover.

Nothing in these terms excludes, restricts or modifies any rights or remedies that cannot lawfully be excluded under the Australian Consumer Law.

17. RESCHEDULING

Requests to change an event date are subject to availability.

CYA LATTE will use reasonable efforts to accommodate a requested change but cannot guarantee another date will be available.

Additional costs reasonably arising from an approved change may be payable where disclosed and agreed.

18. CANCELLATION OR INTERRUPTION BY CYA LATTE

If CYA LATTE is unable to provide the agreed service because of illness, emergency, serious equipment failure or another circumstance beyond its reasonable control, CYA LATTE will take reasonable steps to notify the Client and, where appropriate:

- provide a reasonable alternative;
- reschedule the service;
- provide a credit; or
- provide any refund or remedy required by applicable law.

Nothing in this Agreement removes rights available under the Australian Consumer Law.



19. EQUIPMENT FAILURE

CYA LATTE takes reasonable steps to maintain its equipment; however, unexpected mechanical or electrical failures may occasionally occur.

If equipment fails before or during an event, CYA LATTE will make reasonable efforts to continue the service using the following contingency arrangements:

- **Coffee grinder failure:** CYA LATTE will use pre-ground coffee beans to continue the coffee service.
- **Espresso machine failure:** CYA LATTE will use instant coffee as an alternative and provide iced coffee-based drinks only. Matcha service will continue where the relevant equipment remains operational.
- **Other equipment failure:** CYA LATTE will use reasonable efforts to provide a suitable alternative or modified service using the equipment available.

Where CYA LATTE is able to continue providing the event service using these contingency arrangements, an equipment failure will not automatically result in cancellation or a full refund.

If the equipment failure materially affects the agreed service, CYA LATTE will contact the Client after the event to discuss an appropriate proportionate price adjustment or refund. The amount will be determined based on the nature and seriousness of the equipment failure, the duration of the disruption, the portion of the agreed service affected, and the alternative service successfully provided.

Where the event service has substantially been provided, any refund will generally be less than 50% of the affected package price, taking into account the services already provided and costs already incurred, including staffing, labour, travel, setup and pack-down, ingredients and other event-related costs.

The appropriate amount will be discussed with the Client after the event based on the circumstances of the equipment failure.

Nothing in this section limits any refund, remedy or other right that the Client may be entitled to under the Australian Consumer Law or other applicable law.

20. CIRCUMSTANCES BEYOND REASONABLE CONTROL

Neither party is responsible for failing to perform an obligation to the extent that performance is prevented by circumstances genuinely beyond that party's reasonable control.

These may include:

- natural disasters;
- dangerous weather;
- fire;
- flooding;
- government restrictions;
- venue closure;
- major road closures;
- widespread utility failure; or
- comparable emergencies.

The affected party must notify the other party as soon as reasonably practicable.

The parties will use reasonable efforts to reach an appropriate solution depending on the circumstances and applicable law.

21. PHOTOGRAPHY, FILMING & CONTENT AUTHORISATION

21.1 Booking Form Selection

As part of the Booking Form, the Client is asked to select their preference regarding CYA LATTE taking photos or videos during the event.

The Client's selected option forms part of this Agreement and constitutes the Client's instruction to CYA LATTE regarding photography and filming at the event.

CYA LATTE is entitled to reasonably rely on the selection submitted by the Client unless the Client provides CYA LATTE with an updated instruction in writing before the relevant content is captured.



21.2 "Yes – Happy to be in photos/videos"

When the Client selects this option, the Client gives CYA LATTE permission to photograph or film its cart, setup, products and service and to capture general event content in which the Client and guests may appear.

CYA LATTE may use permitted content for legitimate business and promotional purposes, including on its website, social media, portfolio, advertisements and other marketing materials, subject to applicable law and any individual consent that may be required.

21.3 "Yes – Please blur faces"

Where the Client selects this option, CYA LATTE may photograph or film its cart, setup, products, service and general event atmosphere, including footage in which guests may incidentally appear.

Before publishing or using such content for marketing purposes, CYA LATTE will take reasonable steps to ensure identifiable guest faces are blurred, cropped, obscured or otherwise made non-identifiable.

21.4 "No – Cart setup and products only"

Where the Client selects this option, the Client acknowledges that this selection does not prohibit CYA LATTE from taking photos or videos of its own setup and products at the event.

CYA LATTE may photograph or film its own:

- cart and setup;
- equipment and signage;
- coffee, matcha, food and drinks;
- products and product displays; and
- close-up preparation or service content that does not intentionally identify guests.

CYA LATTE will take reasonable steps not to intentionally capture or publish identifiable guests under this option. If a guest appears incidentally in the background of otherwise permitted content, CYA LATTE will take reasonable steps to crop, blur, obscure or otherwise make that person non-identifiable before publishing the content.



For the avoidance of doubt, selecting "**No - Please only capture your setup and products**" means that the Client does not consent to identifiable guest content, it does not prohibit CYA LATTE from photographing or filming its own setup and products in accordance with this section.

21.5 Use of Permitted Content

Where permitted under the Client's selected option and applicable law, CYA LATTE may edit, crop, resize and otherwise prepare permitted photos and videos for use in:

- CYA LATTE's website;
- social media accounts;
- digital and printed portfolio;
- advertisements;
- promotional materials; and
- other CYA LATTE business and marketing channels.

CYA LATTE will not intentionally use content in a manner materially inconsistent with the Client's selected option.

21.6 Individual Guests

The Client's selection records the Client's instructions and permission concerning photography and filming at the event. It does not override any rights that an individual guest may have under applicable law or constitute individual consent on behalf of a guest where such consent is legally required.

If an individual guest directly informs CYA LATTE that they do not wish to be photographed, filmed or included in published content, CYA LATTE will take reasonable steps to respect that request.

21.7 Venue Requirements

The Client must notify CYA LATTE before the event of any photography or filming restrictions imposed by the venue, property owner or event organiser that are known to the Client.

CYA LATTE will comply with applicable venue restrictions and any photography or filming permissions or approvals that CYA LATTE is legally required to obtain.



21.8 Changes to the Client's Selection

If the Client wishes to change the photography or filming preference selected in the Booking Form, the Client must notify CYA LATTE as soon as reasonably practicable and, where possible, before the relevant content is captured or published.

CYA LATTE will take reasonable steps to comply with the updated instruction from the time it is received.

A later change of preference does not automatically make CYA LATTE liable for content that was captured or used in accordance with the Client's previous selection before CYA LATTE received the updated instruction, subject always to applicable law.

21.9 Compliance with Law

Nothing in this section authorises CYA LATTE to photograph, film, use or publish content in a manner prohibited by applicable law.

Nothing in this section excludes, restricts or modifies any right or obligation that cannot lawfully be excluded, restricted or modified.

22. CLIENT-SUPPLIED LOGOS & ARTWORK

Where the Client supplies logos, designs, photographs, artwork or other branding materials, the Client confirms that they have the necessary rights or permission to use those materials.

The Client authorises CYA LATTE to reproduce supplied materials to the extent reasonably necessary to provide the agreed event service.

23. POST-EVENT INVOICES

23.1 Amounts Payable

The Client must pay properly incurred and authorised charges for:

- additional drinks;



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- additional service time; and
- other event-day additions agreed by the Client or an authorised representative.

23.2 Invoice Due Date

Post-event invoices must be paid by the due date stated on the invoice.

23.3 Invoice Disputes

If the Client disputes an amount, the Client should notify CYA LATTE promptly and provide reasonable details of the disputed charge.

Both parties will use reasonable efforts to resolve the issue.

23.4 Undisputed Amounts

A genuine dispute concerning part of an invoice does not relieve the Client from paying amounts that are not genuinely disputed.

23.5 Overdue Invoices

If an undisputed invoice remains unpaid after its due date, CYA LATTE may issue payment reminders and take reasonable lawful steps to recover the outstanding amount.

CYA LATTE may recover reasonable debt-recovery costs only to the extent those amounts are lawfully recoverable.

24. AUSTRALIAN CONSUMER LAW

Nothing in this Agreement excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, restricted or modified under the **Competition and Consumer Act 2010 (Cth), including the Australian Consumer Law**, or any other applicable legislation.

Where any provision of this Agreement conflicts with a non-excludable statutory right, the statutory right prevails.



25. LIABILITY

Each party remains responsible for loss or damage to the extent caused by its own breach, negligence or other legally actionable conduct.

To the extent permitted by law, CYA LATTE is not responsible for loss arising solely from:

- inaccurate information supplied by the Client;
- the Client or venue failing to provide agreed facilities;
- undisclosed venue restrictions;
- acts or omissions of unrelated third parties; or
- circumstances outside CYA LATTE's reasonable control.

Nothing in this section excludes or limits liability that cannot lawfully be excluded or limited.

26. PRIVACY

CYA LATTE may collect information reasonably necessary to:

- process bookings;
- communicate with Clients;
- issue quotes and invoices;
- coordinate events;
- process payments;
- maintain business records; and
- comply with applicable legal obligations.

Personal information will be handled in accordance with applicable privacy requirements and CYA LATTE's Privacy Policy where applicable.



27. CHANGES TO A CONFIRMED BOOKING

Material changes to the package, menu, venue, date, service time or agreed service should be confirmed in writing.

Changes requested by the Client remain subject to availability and may result in additional charges where they reasonably increase the cost or scope of providing the service.

CYA LATTE will disclose material additional charges before agreeing to a requested change.

28. BOOKING FORM DECLARATIONS & AUTHORISATIONS

The Client acknowledges that all information, declarations, preferences and authorisations selected or submitted through the Booking Form form part of this Agreement.

CYA LATTE is entitled to rely reasonably on those selections when preparing for and providing the event service.

This includes, without limitation, selections relating to:

- additional drinks;
- filming and photography;
- event access;
- power availability;
- venue arrangements;
- menu and package choices;
- event-day contact details; and
- any other authorisation expressly requested through the Booking Form.

Where a Client makes a selection that authorises additional services or charges, the Client agrees to be responsible for charges properly incurred in accordance with that selection.



The Client should review all Booking Form selections carefully before submitting the form.

29. RECORD OF BOOKING FORM

CYA LATTE may retain the Client's submitted Booking Form and associated booking records as evidence of:

- information provided by the Client;
- selections made by the Client;
- authorisations provided;
- acceptance of these terms; and
- agreed event arrangements.

Where the Client requests a subsequent change, CYA LATTE may retain written records of that change together with the original submission.

30. SEVERABILITY

If any provision of this Agreement is invalid, unlawful or unenforceable, that provision will be read down to the extent reasonably possible.

If it cannot be read down, it may be severed without affecting the remaining provisions to the extent permitted by law.

31. NO WAIVER

A party's failure or delay in exercising a right under this Agreement does not automatically waive that right.

32. GOVERNING LAW

This Agreement is governed by the laws of **New South Wales, Australia.**



The parties submit to the jurisdiction of courts and tribunals having jurisdiction in New South Wales.

33. CLIENT ACCEPTANCE

By submitting the Booking Form and accepting this Agreement, the Client confirms that:

1. they have had an opportunity to read this Agreement before completing their booking;
2. the information provided in the Booking Form is accurate to the best of their knowledge;
3. they understand that their Booking Form selections form part of this Agreement;
4. they authorise CYA LATTE to act in accordance with the selections they have made;
5. they understand that some selections, including the additional-drinks selection, may result in additional charges;
6. they agree to pay additional charges properly incurred in accordance with an option they selected or subsequently authorised;
7. they understand that their selected filming/content preference will govern CYA LATTE's photography and filming arrangements;
8. where they nominate an event-day contact or authorised representative, they authorise that person to give event-day instructions within the scope of their authority;
9. where booking on behalf of an organisation or another person, they have authority to enter into this Agreement on that party's behalf; and
10. they agree to be bound by these Service Agreement & Booking Terms.



CYA LATTE

ABN: 18 118 997 899

CYA LATTE

Sydney, NSW, Australia

Service Agreement Version 1.5

Effective 16 September 2026