
Terms & Conditions

Client understands that upon entering this service contract, caterer and/or event planner is committing time and resources to this event and thus cancellation would result in lost income and lost business opportunities in an amount difficult to precisely calculate. Therefore, the following cancellation limitations will apply.

Third party referral partners are subject to third party referral partner contract agreements and are not subject to the following policies.

Event Cancellation Policy

This policy is valid for on-line, email and phone food truck bookings. If Client requests cancellation of this contract within 12 months of the booking the Client will not receive a refund of their deposit. If the Client requests cancellation of this contract outside 12 months of the booking, then they will receive a refund however, wages and costs for time spent on the booking may be deducted. After 30 days in advance of the event, the Nighthawk Diner shall be entitled to (100%) of the contract total.

50% deposit of the food truck/catered food and/or a minimum spend agreement amount is due to confirm an event and is non-refundable as outlined above.

**In the event of a minimum spend agreement at a public traded event, the agreed amount will be subject to the total sales amount reduction and the balance will be due 7 days after the event has commenced.

Catering Cancellation Policy

This policy is valid for on-line, email and phone catering orders. An order may be canceled with no additional charges up to 10 full business days prior to the event. Cancellation of services made less than 6 full business day of the event the Client will not receive a refund of their deposit.

50% deposit of the catered food and/or a minimum spend agreement amount is due to confirm an event.

Day of event and 4 Days prior to event, 100% of the catered food is non-refundable 1 to 2 Days prior to event client may reschedule catered food, however perishable items and incurred additional expenses:

Additional Expenses: labor, parts, loss of use may be extra. Deposit 50% will be credited toward the new date. If the new date is canceled, then the deposit 50% will not be refunded.

** Note refunds are the sole discretion of Nighthawk Diner. Although an event may be canceled or rescheduled, Nighthawk Diner reserves the right to allow for consulting and coordinating when or if determining to allow for a cancellation or refund of any amount or for any reason.

Event Cancellation Policy Due to COVID-19

If Client is forced to cancel an event in order to comply with a government directive the Client is able to If Client is forced to cancel an event in order to comply with government COVID-19 health and safety directives the Client is able to postpone up to 48 hours prior to the event and the deposit will transfer to the new date.

Mandatory public health orders including but not limited to; dancing and guest count limitations will not be classified as grounds for the Client to cancel the event or receive a refund. The Client is however able to postpone up to 48 hours prior to event and the deposit will transfer to the new date. The Client does not need to lock in a new date immediately and can wait until restrictions have eased. The change of date will be subject to availability.

The first date change and reissue of event run sheet with revised event information is free, however subsequent information changes (not including date) and reissuing of event run sheet will be charged to the Client at \$50 per reissue. Any change to the run-sheet from its original content (other than date) will incur a \$50 fee.

Excess Hours

If the Client requests The Nighthawk Diner to stay longer than the quoted time, an additional cost of \$50 per hour per staff member will be applied and invoiced after the event.

Broken Glassware and Excess Drink Consumption

If the Client consumes over the quoted amount for drinks (alcoholic and non-alcoholic) The Client will be invoiced for the excess amount after their event. Breakages above 5% of the total glasses ordered will also be invoiced to The Client after the event.

Non-Supplier Kegs

The Nighthawk Diner beer tap systems are fitted for The Grifter kegs specifically. If The Client chooses a BYO bar with beer kegs of The Client's choice that are not The Grifter, The Nighthawk Diner cannot promise the beer tap will be in the same place as it is in the photos featured in The Nighthawk Diner information kit

Vintage Truck Vulnerability

The Client must accept that the Nighthawk Diner trucks are close to 70 years of age and although they have a particularly desirable 'vintage' aesthetic, they are more vulnerable to breakdown, with parts difficult to replace compared to a modern vehicle. They travel great distances across the country and The Nighthawk Diner does its best to regularly maintain a smooth running of the fleet however, in the event a truck needs to be replaced on the day with one that is different from what is quoted, The Nighthawk Diner does not offer a refund or discount.

Permits and Applications

The Client must make sure they have acquired all the necessary permits and approvals for their event and for the Nighthawk Diner food truck to trade at the venue or the property they have selected to have their event. The Nighthawk Diner is not responsible for any permits or applications and have the right to refuse to serve on the day with no refund to the client. If you would like Nighthawk to handle the permits and application process for you, the Client must communicate this to the Nighthawk Diner prior to booking. This will incur a consultancy fee.

Privacy Policy

This privacy notice discloses the privacy practices for Nighthawk Diner. This privacy notice applies solely to information collected by this website. It will notify you of the following:

What personally identifiable information is collected from you through the bookings email thread, how it is used and with whom it may be shared.

What choices are available to you regarding the use of your data?

The security procedures in place to protect the misuse of your information.

How you can correct any inaccuracies in the information.

Information Collection, Use, and Sharing

We are the sole owners of the information collected on this site. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone. "We do not store credit card details nor do we share customer details with any 3rd parties".

Security

We take precautions to protect your information. When you submit sensitive information via the website, your information is protected both on-line and off-line.

Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. You can verify this by looking for a lock icon in the address bar and looking for “https” at the beginning of the address of the Web page.

While we use encryption to protect sensitive information transmitted on-line, we also protect your information off-line. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment.

If you feel that we are not abiding by this privacy policy, you should contact us immediately via: bookings@thenighthawk.com.au

Nighthawk Diner

Nighthawk Diner

Email: bookings@thenighthawk.com.au

Web: thenighthawk.com.au

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