

## **Terms & Conditions**

### **1. Definitions**

- i. The “Event” means the time date and place set out in our offer to supply and accepted by you.
- ii. The “Price” means the price accepted by you for the supply of the Food and Drink at the Event.
- iii. The “Food and Drink” means the food and drink set out in the offer made to you and which you have accepted.

### **2. Caterer’s Status**

- i. We are an independent contractor. We acknowledge that this agreement does not constitute an employment contract between you and me.
- ii. We agree that we will be responsible for my own income and other tax liability and national insurance in respect of my fees and we hereby agree to indemnify you in respect of any claim that may be made by any tax authority against you in respect of income or other tax or national insurance relating to the Caterers services under this agreement.

### **3. Payment of the Price**

- i. A non-refundable deposit of 25% of the Price shall be paid [in cleared funds] upon receipt of the order confirmation.
- ii. 100% of the price shall be paid [in cleared funds] at least 7 days before the date of the event.

### **4.Cancellation**

- i. If you cancel less than 28 days before the date of the Event, you will pay us 50% of the Price.
- ii. If you cancel less than 14 days before the date of the Event, you will pay us the entire Price.

### **5.Caterer’s Obligations**

- i. We will provide the Food and Drink in accordance with our quotation at the Event.
- ii. We will supply in addition such of the furniture, cutlery, crockery, glasses and decorations as are listed in our quotation.
- iii. We are not responsible for any foods and beverages supplied by the client.
- iv. Specific items on the menu, decorations or other items to be supplied by us are subject to market availability and we shall notify you as soon as practicable if any items will not be available on the event date.
- v. We will endeavour to provide alternative menus for any dietary requirements that are notified with the final numbers and if we are made aware of any allergies we will ensure that these ingredients are not used in food provided, however we cannot guarantee that food will be free from trace amounts of any allergens due to the nature of the kitchens and food preparation areas.
- vi. Food will be provided at the Event in the expectation of consumption within 1 hour. You are warned that a delay in the agreed timetable may result in deterioration in quality and in risk to food hygiene and personal safety. You alone are liable for loss or injury to any person arising from any delay not attributable to us.

### **6. Client’s Obligations**

- i. You will supply all items not specifically listed in our quotation.
- ii. You are responsible for advising us of the number of guests including any dietary requirements. This notification needs to be seven days prior to the event or by such earlier date as specified in our quote. If the number of guests who attend is more than the number notified, the client will be charged for each additional guest at the price per person quoted
- iii. You will provide the venue for the event and give us access at least 24 hours before the start time of the event, with all furniture and equipment in place. If we do not have access, or the furniture and equipment is not (all) in place, you accept that we may not be able to provide the food and drink as efficiently or at all.
- iv. You will provide a storage place for the food and drink as set out in our quotation.
- v. If our quotation specifies that drink be supplied on a “sale or return” basis, we will accept the return only of unopened containers in their original condition. For the avoidance of doubt, we shall not accept the return of items with damaged or wet labels or packaging.

- vi. We shall accept the return of single bottles of wine or spirits, but cans only so far as the pack or outer container is full and unbroken.
- vii. This contract is personal to you and may not be assigned.
- viii. You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of any failure by you to comply with your obligations under this agreement.

#### **7. Insurance**

- i. The Caterer undertakes to obtain insurance against liability for the negligence of himself and his staff against circumstances, which prevent him from fulfilling this contract.

#### **8. Limitation of Liability**

- i. The following provisions set out our entire liability (including any liability for the acts and omissions of its employees) to you in respect of:
  - i. any breach of his contractual obligations arising under this agreement; and
  - ii. any representation statement or tortious act or omission including negligence arising under or in connection with this agreement.
- ii. Any act or omission on our part, falling within this paragraph shall be known as an 'Event of Default'.
- iii. Our entire liability in respect of any Event of Default shall be limited to the sum of £1,000,000.
- iv. We are not be liable to you in respect of any Event of Default for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or we had been advised of the possibility of your incurring it.
- v. If a number of Events of Default give rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this agreement.
- vi. We shall have no liability to you in respect of any Event of Default unless you have served notice of it on us within 1 year of the date you became aware of the circumstances giving rise to the Event of Default or the date when you ought reasonably to have become so aware.
- vii. Nothing in this paragraph shall give you any right or remedy to which you would not otherwise be legally entitled.
- viii. We are not liable to you for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of this agreement.