

## **TERMS AND CONDITIONS:**

“The Company” means Oriental & Fusion Food Ltd T/As Premier Banqueting & Caterers

“The Client” means any person, body of persons, firm or company that the Company enters into a contract with for the provision of services

“The Price” means the total price payable to the Company for the services

“The Services” means any service or goods supplied to the Customer or sold by the company under contract.

“The Contract” means any such contract.

### **1) Booking Your Date with The Company**

a) All event bookings must be confirmed in writing by the Client. A non-refundable deposit of 50% (subject to the inclusion of prevailing VAT) is required to secure The Company for the date of your event. Quotation/Sales Order duly completed and submitted must include payment of 50% + prevailing VAT. Payment of deposit automatically constitutes as an acceptance of all Terms and Conditions, with or without The Client’s signatures. Quotations/Sales Order/Request for Deposit are only valid for a period of 30 days from the date of issue, if no payment is received on the expiry of 30 days, then a new quote must be requested by The Client.

b) All bookings are subject to minimum guest numbers; these will be confirmed to the Clients at the time of confirmation of order.

### **2) Deposit**

a) The non-refundable deposit will be deducted from the total event costs. An invoice will be issued upon completion of order at the convenience of the company.

b) Payment methods include bank transfer and/or cash only.

c) In case of card payment a standard charge of 3.5%+VAT will be charged on top of the total agreed price.

#### **(i) Deposits on Pots/Dishes & Utensils etc.**

- Cooking Pots: £150.00 each
- Set of Chafing Dishes (CD) (full/half gastronome): £50.00 each
- Where a number of Pot & CD sets are involved, The Company may propose a

“flat/security deposit” agreeable to the customer (usually charged @ £2.50 per guest/cover), for the ease of the transaction. There will be no hire charges for these items if they are returned to our premises within 48 hours after the event in clean and undamaged condition. Refundable Flat/Security Deposits are returned to the customer within 7 working days of the event, after due diligence has been carried out. The Company has a policy to return the monies in the same mode/payment method as the refundable deposit was received.

## **(ii) Hire Charges/Waiting Staff:**

Hire charges will be invoiced as under, as per the stipulated time period:

- Pots: £10.00 each per day
- Set of CD with Fuel Gel (2 hours life): £14.00 each per day
- In case of failing to return any items in the condition originally provided as stipulated, hire charges and damage cost (if any) will be deducted from the deposit money.
- Hire charges for Crockery, Cutleries, Glassware, Utensils, Linen, Napkins, Chairs and other items will be quoted and agreed separately. There will be an extra charge in the event of Dirty Return.
- As a standard policy, waiting staff (if required) is provided as 1 waiting staff per 2 tables, unless otherwise agreed and mentioned in the Quote/Sales Order/Invoice. The company holds no responsibility in lapse of service in case no. of tables are increased without pro-ration increase in waiting staff.

## **3) Booking Confirmation**

a) Once the Clients' non-refundable deposit has been received a receipt/proforma invoice will be issued by The Company, together with a confirmation letter, which will include your draft menu, event summary and costs based on the number of guests and selections made by the Client at this time.

b) In case all or part of the above has already been completed as an e-mail communication then The Company reserves the right to treat the e-mails as confirmation of the order.

## **4) Variations to the Price**

a) All bookings are subject to minimum guest numbers, which will be confirmed by The Company at the time of booking.

b) If other than adult portion are ordered - Where children are attending – if over 7 years of age they are payable at the same rate as adults, if under 7 years of ages they are chargeable at half the adult price (subject to minimum numbers mentioned above). Children under 3 years will be free of charge. Any variation to menu selections for children must be discussed with The Company as soon as possible.

c) The Company reserves the right to charge more (including for any applicable increased or overtime rates) for staffing costs, should any function run on longer than initially planned or detailed in the catering package through no fault of the Company.

## **5) Payment of Total Event Costs Prior to Event**

a) Payment in full is required for all catering services 10 working days prior to the event. Once the full payment is received and the event is complete only then will an invoice/receipt be issued. Final guest numbers must be confirmed to The Company no later than 25 working days prior to the event.

b) The information provided at this point will be used to produce your total event cost invoice, arrange staff and co-ordinate with your venue. Once the Client receives the Sales Order, 50% deposit must be received immediately to secure the order. The balance payment of 50% must be received no later than 10 working days before the event. The Company reserves the right to ask for full payment to secure the order where the total order cost does not exceed £1,000.00/-

c) Should The Company be advised of any changes to event requirements (including the reduction/increase of guest numbers) at a date less than 15 working days prior to the event, The Company reserve the right to accept these changes and amend the agreed price. However should increases occur due to additions once full payment have been received The Company will raise an additional invoice for these guests or extras food needed, payment will then be due for immediate settlement by the Client.

d) The following conditions apply when the Client has already booked a Venue:

(i) The Company will conduct a full assessment of the Venue, after the initial deposit has been made. A fully functional commercial kitchen is required in order to operate smoothly, if only a regeneration and reheat kitchen facilities are available then the company will make every effort to operate smoothly but does not guarantee per se.

(ii) In case no Commercial Kitchen facilities are available at all, the Client will be responsible to hire all Kitchen Equipment required by the Company, including pick up, delivery and clean return from the Venue.

(iii) If the Client requests then the Company will provide a separate quote for the hire of Kitchen Equipment. If agreed, full payment will be made by the Client in order to book the hire of Kitchen Equipment.

(iv) The Company does not guarantee smooth operation owing to lack of availability of Commercial Kitchen Facilities and Equipment.

e) Any time or date stated by the Company for the delivery or removal of goods from the Venue, required in the provision of services, will be an estimate only and shall not be an essential term of the contract. Delivery and collection will be attempted to all reasonable areas at the venue or facility. However should the access be restricted or additional time, personnel or facilities required, any additional costs will be passed on to the client.

f) The Company reserves the right to charge interest (at the rate specified from time to time in the Late Payment of Commercial Debts Act on late payments).

g) Whilst every effort will be made to ensure the accuracy of quotations, prices quoted only become binding once agreed in your catering package and once the Terms and Conditions come into force. It is the price quoted in your 'catering package' which must be paid in full, however, the Company reserves the right to

charge more for the food to be provided and / or for labour in the event that the cost of such items increases between the time of conclusion of the contract and the time of the event. In this case the price increase will only be the amount of additional cost directly incurred by the Company and any price change will be notified to you in writing as soon as possible, and in any case, prior to the event.

h) All food, which is not consumed within two hours at room temperature, should be disposed of. Any person subsequently consuming food, or taking food home for consumption, does so at his or her own risk. The Company cannot accept responsibility for food consumed otherwise than at the location at which the food is supplied, or after the initial two hour period.

i) Property, title and ownership in all goods and materials sold subject to these terms and conditions shall not be passed to the Customer until such time as all sums of money owing by the Customer to the Company of any nature whatsoever shall have been paid. The risk in the goods or materials shall have been paid. The risk in the goods or materials shall pass to Customers upon delivery.

j) After our visit to the proposed VENUE to assess the facility and the operational suitability of the VENUE, we will release a statement of our broad agreement, in print form, outlining our arrangements (between The Company, The Client and the Venue), for the event day. The Client will have to sign and return us the signed copy of the agreement or confirm through email, as acceptance, as this will constitute as part of our T&C. It is essential that all parties abide by the agreed arrangements in order to ensure a seamless, smooth and successful event on the event day.

k) The Client must provide us name of a Liaison person (a close family member or a friend, not the Venue duty manager or representative. We will work in co-ordination with this person and should we face difficulties/obstacles that are not of our making, we should, then, be able to communicate/relay through the Liaison person.

#### **6) Food Tasting/Sampling:**

a) The company does not provide food tasting for orders up to 100 covers/persons.

b) Confirmed orders from 101 up to 199 covers/persons - food tasting can be arranged for a maximum of 4 covers/persons (the main course items only), either at our facility or offering the customer a takeaway/parcel to be tasted, subject to mutual agreement.

c) Confirmed orders from 201 upwards - food tasting can be arranged for up to 8 persons at our premises, subject to mutual agreement

d) The food tasting date can be agreed after 2 weeks of confirmed booking upon clearance of deposit payment as agreed.

#### **6) Cancellation Charges**

a) In the unfortunate event of a booking having to be cancelled confirmation in writing will be needed by the Client. Your deposit will be retained and the following charges will be incurred:

i) Cancellation received within 25 working days of event – 50% of total event cost (equals the deposit already held)

ii) Cancellation received within 15 working days of event – 100% of the total event cost

iii) Cancellation received more than 25 working days of event – full refund, subject to administrative charges of 10% of total cost.

b) The total event cost will be based on the numbers of guests scheduled, at the agreed price per head + prevailing VAT.

c) Any additional costs incurred by The Company in preparation of the event up until the time of cancellation will be charged to the Client. This is to cover any losses caused to The Company for administration costs, travel, supplies etc. and will be discussed fully in the event of cancellation.

## **7) Dietary Requirements and Allergies**

a) The Company will endeavour to provide suitable adaptations to the Clients menu for any guests with special dietary requirements or allergies. We cannot however take responsibility for any guests unless advised in advance (no less than 15 working days prior to the event).

b) We cannot guarantee that there would be NO TRACES OF ALLERGENS in the product supplied.

## **8) Clients Food and Drinks**

a) We accept no liability for any food supplied to the Client by another caterer (or food products suppliers by the Client themselves) in addition to those arranged by The Company.

b) Where the Client has made additional The Company will require a Food Disclaimer Form to be completed and returned no later than 15 working days prior to the event.

c) The Company will happily serve a Clients arrival drinks, etc. during their event subject to waitress fees, please ask for further details.

## **9) Client's use of The Company's Property and Clients Personal Property or Gifts**

a) The Client agrees to pay for any loss or damage to any equipment, crockery, cutlery or glassware supplied by The Company for the event, including any issues caused by the Client guests.

b) The use of candles by the Client for centrepieces or decoration where The Company have supplied table linen is strictly prohibited.

c) Any damaged linen as a result of the use of felt tip pens will result in an additional charge payable by the Client after the event (a separate area for colouring can be arranged with suitable table coverings, please ask for details)

d) The Company will not be held responsible for the theft, lost or damage to any personal effects of the Client or gifts brought onto premises by the Client guests.

e) The Company is not responsible for the safe keeping of clients' valuables, personal belongings and gifts and we recommend that all personal items are taken home with you at the end of your event.

f) The Company cannot be held responsible for any damage caused to clients' wedding cakes or any other items.

g) In case of pick-up and/or delivery of food with Pots, Pans, equipment, crockery, cutlery and/or glassware and allied accessories, then the client takes full responsibility of returning everything cleaned. In case of negligence, then the client will be responsible to pay for the cleaning charges.

### **10) Liability of The Company**

a) The Company accept no liability under any claim whatsoever arising (be it by negligence or otherwise) for any loss over the figure of the existing The Company Public Liability Limit of Indemnity. Note that this figure, which may change from time to time, is available upon request together with a copy of our Certificate.

b) It is strongly recommended that clients arrange adequate Event & Cancellation Insurance to protect against cancellation, costs, damage, public liability.

c) The Company will endeavour to deliver the goods as agreed in a very timely and professional manner. However, if there is any delay or disruption in the service or delivery due to the circumstances beyond our control, in that case The Company will not be held liable for any claims for damages.

d) Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the contract package price and any

losses, which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by the Client and/or the Company at the time the order is accepted by us. This does not include or limit in

liability: negligence; Act 1987; misrepresentation; or (iv) for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us. (v) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

d) The Company is not responsible for any indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us including but not limited to:

(i) loss of income or revenue; (ii) loss of business; (iii) loss of products or contracts; (iv) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

v) A claim that the Services are not in accordance with the Contract will not be accepted by the Company, unless written notice is given to the Company within five days of the provision of the Services, stating the grounds of the claim and enclosing any supporting evidence.

#### **11) Force Majeure**

a) The Company shall incur no liability to the Client if performance of the contract is prevented or hindered by any case whatsoever beyond The Company's control and in particular but without prejudice to the generality of the foregoing, by act of fire, flood, subsidence, sabotage, accident, strike, or lock out and shall not be liable for any loss or damage resulting there from suffered by the Client.

b) The Company cannot be held responsible in any way for any unsuitable weather conditions that may arise. The normal cancellation fee will be applicable in these situations.

The Company reserves the right to change our Terms and Conditions when necessary due to the continual evolving nature of our business. It is your responsibility to ensure that you are up to date with our Terms and Conditions, which are available on request.