

## TERMS AND CONDITIONS FOR BRUSSELS EVENTS® CATERING PROPOSAL AND CONTRACT

#### 1. Guaranteed Guest Count.

You must submit the guaranteed number of guests (the "guest count") for your Event to Brussels Events & Catering® Coordinator no later than 7 working days prior to the Event. If the actual number of your guests at the time of the Event is larger than the guest count, you will be charged for the additional guests in attendance at the per guest rate stated in the Proposal. Brussels Events® will not discount or reduce the contract price if the actual number of your guests at the time of the Event is less than the guest count you submitted.

### 2. Payments and Deposits.

You must pay Brussels Events® a non-refundable deposit equal to 50% of the total contract price stated in the Proposal at least 7 working days prior to the Event Date. Your failure to pay the deposit on time shall render this Catering Contract null and void. Brussels Events® accepts payments made by Bank Transfer. Any Event booked less than 10 working days from the Event Date must be paid in full at the time of booking. The Catering Coordinator will assist with any Customer request to establish a corporate billing account. No different payment terms apply unless otherwise agreed in writing signed by Brussels Events'® authorized representative.

## 3. Cancellations and Refunds.

If you give Brussels Events® a written notice of cancellation of this Catering Contract more than 5 working days prior to the Event Date, Brussels Events® will agree to cancel this Catering Contract at no charge, and will refund any deposit paid. If you do not give Brussels Events® a written notice of cancellation more than 5 working days prior to your Event, you acknowledge that Brussels Events® will suffer damages (such as the lost opportunity to book other events on the date of your Event, purchase of food and supplies, expenses of the services of Brussels Events® staff, etc.), and that the amount of actual damages caused by the late cancellation of this Catering Contract would be extremely difficult, if not impossible, to quantify. For the late cancellation of this Catering Contract (5 working days or less prior to your Event), Brussels Events® will retain the deposit as liquidated damages. In the event that you cancel this Catering Contract within 2 days of the Event Date, for whatever reason or cause (including without limitation Acts of God, weather, cancellation by location, etc.), you will remain obligated to pay the entire contract price, less the Event Fee, as liquidated damages to Brussels Events®. You agree that these liquidated damages represent a fair and reasonable estimate of the losses and expenses Brussels Events® would sustain as a result of late cancellation of this Catering Contract, given that actual damages are uncertain and not susceptible of exact measurement as of the date of this Catering Contract. Refunds on any accrued cost that falls under the event coordination services and rentals will be determined at time of cancellation.



### 4. Menu Cost.

All menu prices are subject to change based on market prices of food ingredients. If there is a significant increase in any market price, Brussels Events® will notify you of the contract price increase. If you do not agree to the new price, Brussels Events® will propose substitute menu items to you in order for you to maintain the agreed upon menu price. If you do not agree to the proposed substitution, then Brussels Events® may cancel this Catering Contract without further obligation and refund all monies paid.

### 5. Taxes.

In addition to the contract price, you will be charged and responsible to pay all applicable state and local taxes. If you are a tax exempt company, you must submit the tax exempt certificate to Brussels Events® no later than 7 working days prior to the Event Date.

## 6. Rentals and Event Coordination Services.

Brussels Events'® Catering Coordinator can manage all of your event needs, including event coordination for weddings and corporate events, staffing, and providing tables, chairs, linens, china and floral arrangements. Rentals and Event Coordination Services are charged in addition to catering services. Contact Brussels Events'® Catering Coordinator for more information and pricing.

# 7. Food Policy.

For staffed Events, Brussels Events® disposes of uneaten food and beverage items remaining upon the completion of each Event. If you or any of your guests request to take any of the remaining uneaten food items, Brussels Events® requires that any person removing food from an event sign a food release form. You agree to indemnify, defend and hold Brussels Events® and its affiliates and their respective employees, representatives, agents and independent contractors harmless from any claims, injuries, losses or damages (including personal injury, wrongful death, and attorney's fees) arising from or related to the post-Event consumption of leftover catered food and beverage items.

## 8. Event Timeline and Staffing.

Each Event is unique and will require a different timeline, so we understand that there will be specific requirements discussed at the time of your booking. Event staffing is variable and will be determined at the time of booking (based on the guest count and Event Type). The Catering Coordinator will inform you of the staffing planned for your Event. Brussels Events® pricing includes 1 hour for onsite, pre-Event set up, the hours for your Event duration, and 1 hour for post-Event breakdown/cleanup.



## 9. Additional Charges.

Brussels Events® charges delivery fees for all drop-offs (disposable items only), and delivery and pickup fees for all set-ups (having presentation pieces and executive décor), based on the distance of the Event from the catering premises. Set-up/Return Pick-ups are non-staffed and a member of our catering team will return to break it down at the designated time.

# 10. Damage and Liability.

Brussels Events® maintains general liability and automobile liability insurance for the services it provides. You understand that Brussels Events® shall not be responsible for the loss of or damage to any items provided, rented or furnished by you. In any event, Brussels Events'® liability for any claim arising under this Catering Contract (including, without limitation, Brussels Events'® failure to provide the services, is limited to the contract price amount paid by you plus €500. You agree to indemnify, defend and hold Brussels Events® and its affiliates and their respective employees, representatives, agents and independent contractors harmless from any claims, injuries, losses or damages (including personal injury, wrongful death, and attorney's fees) arising from or related to the Event.

### 11. Collections.

Any amounts remaining unpaid after the Event shall be overdue and accrue interest at a rate of 5% per month (unless otherwise agreed in writing by Brussels Events®). In the event that Brussels Events® takes any action (whether or not litigation is instituted) to collect unpaid amounts due to Brussels Events® you agree to pay the reasonable costs of collection (including court costs and attorney's fees).

#### 12. Jurisdiction.

This Contract is governed the law of Belgium. By accepting the services of Brussels Events, you automatically accept this contract as lawful and binding. Any disputes that may arise will be addressed to the Courts of Brussels.

## 13. Contact Details of Brussels Events.

Managing Director: Eli Dhapi

Telephone: +32485087789

Email: Brussels.events@yahoo.com

**BCE Name: FoodElicious** 

Commercial Name: Brussels Events & Catering

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