

Standard Terms and Conditions of Bowden Catering Limited ("Relish")

Corporate Hospitality and Family Celebrations

Confirmation of booking

To secure a booking, a cleared deposit payment of £350.00 (payable to RELISH HSBC, 401904, 71383035) is required) On our written confirmation that your booking is secured and numbers/prices/date agreed, a contract between us will be formed, on these Standard Terms and Conditions and you will be formally bound by the provisions of these standard terms and conditions.

Catering services

We will supply the catering services for the event on the date set out in our confirmation of booking. You will pay the price at the times stated in this contract.

We shall provide the catering services:

- in accordance with food catering industry standards for hygiene and general cleanliness concerning:
 - the preparation or cooking of food; and
 - the handling and service of food, beverages, utensils and tableware; and
- in compliance with statutory and regulatory requirements affecting the preparation, cooking, handling and service of food.

Cancellation of booking

Should you decide to cancel the booking subsequent to paying a deposit, no deposit will be returned regardless of the reasons you decide to cancel the booking.

Subsequent to you paying a deposit, should you decide to cancel the booking for any reason whatsoever, less than 90 days prior to the planned event date, payments totalling 50% of the anticipated invoice total must be paid. For cancellation within 14 days up to the day of the function, 100% of the balance is payable and non-refundable, regardless of the reason for cancellation.

We recommend that you take out event insurance to cover your costs if you need to cancel the booking within 14 days or are unable to make the event on the day for any reason.

Prices quoted and guest numbers

Prices quoted are valid for the number of guests attending in the written quotation to you. An increase or decrease in the prospective or actual numbers attending your event may affect (i) menu price per head (ii) overall waiting and equipment prices. As a guide, any fluctuation of less than 10 guests on the original price quoted will not affect the price per head, with any decrease in numbers in excess of 10 attracting a surcharge in the price per head. All prices are quoted exclusive of applicable VAT.

Final number of guests

Final number of guests must be confirmed by letter, fax or e-mail, a minimum of fourteen days prior to the event taking place. The number of guests confirmed at this time will be the minimum number of guests that you will be charged for. We will make every effort to accommodate requests for an increase in numbers at short notice.

Final Payment

A final checklist will be forwarded for completion 6 weeks prior to the event, requesting final numbers, dietary requirements and confirmation of the services we are providing. We ask you to complete and return this checklist within 21 days of the event. On receipt of your completed checklist and final number of guests, we will prepare and forward a final invoice based on the information given. If we receive this any later than 21 days of the event, we may not be able to provide the services in full. If so, we will not be liable for any failure to perform the services in full arising as a result of your delay in returning the checklist to us.

Final full payment (cleared funds) will be required 14 days in advance of the event taking place. This payment will be based on the final number of guests confirmed 21 days prior to the event. **PLEASE NOTE, if you cancel within 14 days of the event, we will still require payment in full as set out above. However we will endeavour to accommodate any last minute additions notified after we have received your checklist. Any additional expenses such as an increase in numbers or additional equipment required will be invoiced after the event and payable within 7 days.**

Staff costs

The price that you have been quoted for your particular event includes the cost of staff as specified. However, your attention is drawn to the following: we will agree with you a planned dining time which includes a degree of flexibility, in as much as we are pleased to accommodate a later starting time of up to half an hour from the original agreed start time. A later start time will encounter staffing costs of £12.00 per hour or part hour per member of staff on duty.

Wedding packages, anticipating starter, main course, sweet and coffee together with champagne toast and cake cutting, are calculated on the basis of a complete period of two and a half hours from the agreed 'sit-down' time to the start of table clearance, including speeches. Any extension of this time will encounter staffing costs of £12.00 per hour or part hour per member of staff on duty. This is simply the cost of additional staffing time, including but not limited to, an occasion when a client books an event to start at 5pm, and in the final analysis does not start until 7pm, perhaps where photographs run on, or with very, very long speeches which contain slide shows or videos. In these instances, the whole period of foodservice is extended beyond our control and planned costs.

Bar services

Please note quotations for providing bar services include the bar staff & equipment only. All cases/boxes of alcohol should be transported to within 3m from the bar service area and staff will not be expected to carry heavy boxes from storage areas to the bar area itself.

Excess Food

PLEASE NOTE, it is our standard practise to remove all leftover food from site, unless by specific and prior agreement. This is in the interest of food safety, and once we are off site we can have no control over the safe storage of said leftover foodstuffs, and therefore will have no liability for any consequential incidences of food poisoning or other incidences. By signing this document you indemnify us in respect of all liability, claims and damages which may arise should you wish leftover food to be left on site.

Table linen

PLEASE NOTE ~ tablecloths, particularly round table cloths are very expensive to replace at £50 each. Therefore we strongly recommend that you do NOT use any kind of candles and/or naked flames as table decorations unless the tablecloths are fully protected from 'stray' candlewax. Problems have arisen in the past from wax on cloths that cannot be removed. The same applies to FRESH PETALS, as the colour can often run into the linen. Dried petals are usually safe.

Children

If children are to be present at the event, you should ensure that there are a sufficient number of adults present to properly supervise them and take care of them. You acknowledge that childcare is not the responsibility of Relish.

Damage/loss of equipment

You will be notified in writing within 48 hours of the event taking place, of any table linen damaged (caused by burns, candle wax or petal staining) or substantial glass losses/breakages (exceeding 10) and invoiced post event.

PLEASE NOTE, any broken/missing glassware is charged at £1.00 per glass, and linen cloths at full replacement cost, (IRO £50.00), so it is therefore important you take this into account when planning your table decorations.

Cash Bars

Please be aware that in accordance with the local licensing authority, RELISH staff are trained to implement the CHALLENGE 21 policy, whereby guests over the age of 18 but under 21 will be required to show photo ID if requested by our staff. Please note, the 'CHALLENGE' is entirely at our discretion and any guests who cannot produce the required ID on request will not be served. We thank you for understanding and co-operation in this matter

Power/water supply/food prep area

In the event of insufficient power and water supplies, for example, marquee functions, it is the responsibility of the client to ensure that an adequate catering tent with a sufficient power and water supply together with trestle tables for food preparation and plate clearance are made readily available and located within the food service area.

Rubbish removal

It is our standard practice to remove any food waste or packaging from site. Any empty bottles/cans resulting from the **purchase of a drinks package** will also be removed as a matter of course, however, empty bottles/cans resulting from clients' own purchase of drinks will not be removed from site unless specifically agreed beforehand. Any waste removal WILL be chargeable pending the quantities involved.

Wedding cakes

We are pleased to set-up your cake, cut the cake, and distribute it to your guests with an evening buffet. However, any efforts that we make in this respect are those of goodwill and therefore cannot accept any liability as to the transportation of the cake, the set-up/ stability of the cake, and the consistency of the cake, more specifically, how it cuts.

PLEASE NOTE ~ the construction of individual cake boxes and subsequent cake cutting to size and packing into cake boxes is a not covered in our service and would therefore be a chargeable extra.

Spillages

In the event of any spillages of food or drink either directly or indirectly by our staff causing marking or staining to any garment worn by your guests, we will be pleased to cover any dry cleaning charges paid out by your guests to clean said garments as a gesture of goodwill. However, in the event that dry cleaning is not sufficient to remove any permanent staining, we cannot under any circumstances be held responsible for the replacement of said garments and would respectfully suggest that this is claimed for on the individual's household insurance.

Equipment collection

Whenever possible, it will be agreed prior to the event that items of equipment eg. glassware, linen cloths etc may be left on site after our staff have left, to be collected in the following days. A collection charge will apply which may be costed into the original quotation. If, during the function, it is a clients' express wish that items of equipment remain, or through no fault of our own, heavier items of equipment cannot be removed for safety reasons, a collection charge will be made and invoiced after the event. Equipment can be returned to our premises free of charge.

Barbecues and Spit Roasts

With prior notice, we can take precautions against possible oil/grease marks on patios and decking areas by using coconut matting. However, it should be noted that we cannot accept liability for any damage caused.

Liability and indemnity

Limitation on our liability to you

Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the damage was due to a negligent act or omission by us. In no event shall our liability (except in the case of death or personal injury caused by our negligence) exceed the greater of £500,000 or the sums paid by you under this contract.

Limitation and exclusion of liability for personal injury and death

Sub-contracting

We can allow others (either in our place or together with us) to provide the catering services. If other persons perform the catering services we will continue to be responsible for the performance of the catering services and our obligations under this contract.

Contacting each other

If you wish to send us any notice or letter then you should send it to [address] marked for the attention of []. If we wish to send you a letter or notice, we shall use the address you have given on the order form.

Contracts (Rights of Third Parties) Act 1999

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

Force majeure

We shall not have any liability to you under this contract or be deemed to be in breach of it for any delays or failures in performance of this contract which result from circumstances beyond our reasonable control including bad weather, interruptions to power supplies, acts of God, terrorist activities, fire, epidemic, civil disturbance, natural disaster, governmental or regulatory action, and similar events outside our reasonable control. If such an event occurs, which impacts on our ability to provide the services as agreed, we will promptly notify you.

Law and jurisdiction

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

I/We the undersigned agree to the terms and conditions as stated

Signature.....Date.....

PRINT NAME.....

(please keep one copy for your records and return the 2nd copy with your deposit)