

# FIRLE KITCHEN - TERMS & CONDITIONS

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These Terms and Conditions apply to the following as may be applicable:

The contract will be between the Company (Firle Kitchen hereinafter referred to as company, us, we and the Customer (stated below and hereinafter referred to as 'Customer', 'you', 'your').

These Terms and Conditions do not affect your statutory rights.

**By paying the deposit you agree to and accept the terms and conditions set out below.**

### Prices and Services

1. All prices listed are exclusive of VAT, except where stated.
2. If the rate of VAT increases, Firle Kitchen reserve the right to increase the total cost of the event by the amount specified by the government, on events already booked.
3. Prices include crockery, cutlery, glassware, linen and professional uniformed waiting staff to serve everything included in the quote.
4. Table cloths for the dinning tables and any other tables that we are providing food and drink for come as standard in white, however if additional linen is required for as an example but not exclusively cake tables and/or present tables a supplementary charge may apply. There is an additional charge for coloured, patterned or other bespoke linen.
5. If the number of guests attending on the day exceeds the numbers booked and we are able to cater for them, we will charge, at the quoted rate, for the greater number.
6. If the number of guests attending on the day is less than booked, we do not offer any refunds.
7. Final numbers of guests must be notified to us during the final meeting, approximately 6 weeks prior to the event. After this time significant changes may result in additional costs.
8. Gratuities given at your discretion should be handed to the events manager running your event.
9. the only services that the Company agrees to provide to you are the services specified in your catering quote google sheet and which you have agreed during the final meeting. anything not in this document after the final details meeting has not been agreed even if previously discussed in person or by email. this ensures clarity for both parties, please ensure you check the whole document after the meeting and bring up any discrepancies in a timely manner. Your event manager will remind you of this at the appropriate time.
10. Our contract with you for the provision of services will commence when your non-refundable, non-transferable deposit is cleared funds in our bank account.
11. The company is not responsible for the safe keeping of customers or guests valuables, personal belongings or gifts.
12. The company cannot be held responsible for any damage caused to clients' wedding cakes, decorations or personal belongings.

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### **Payment**

1. For all events, a deposit is required upon booking the event. The balance of the price is payable no later than 6 weeks prior to the event.
2. The deposit is non-refundable.
3. Payment can be made by via BACS transfer.
4. The Company reserves the right to charge interest (at the higher rate of either 8% over the bank of englands base rate or the rate specified from time to time in the Late Payment of Commercial Debts Act) on late payments.

### **Cancellation**

- Firle Kitchen reserves the right to cancel any function or event for any of the following reasons:
- a) If Firle Kitchen becomes insolvent or enters into liquidation or receivership.
  - b) If the event may prejudice the reputation or cause damage to Firle Kitchen.
- In any of these situations Firle Kitchen will refund any payments made in advance, but will have no further liability to the client.

The following cancellation charges will be applied, which reflect the costs and expenses we may incur on your behalf as the function date nears, and the reduced time available to us to obtain any alternative bookings:

1. The Deposit paid is non-refundable, non-transferable regardless of the length of time prior to the event you decide to cancel.
2. Cancellation between twelve months and six months prior to the event – you will owe us 50% of the original total quoted package price.
3. Cancellation between six months and three months prior to the event – you will owe us 75% of the total contract package price.
4. Cancellation between three months and the event date – you will owe us 100% of the total contract package price.

All cancellations must be confirmed in writing. Only once written cancellation has been received will the cancellation become effective.

### **Equipment**

1. Any equipment lost or damaged by you or any guest such as linens, glassware, crockery or cutlery will be charged at the full replacement cost.

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### **Menu**

1. Whilst every effort will be made to ensure the accuracy of quotations, prices quoted only become binding once agreed with a deposit paid and once the Terms and Conditions come into force. It is the price quoted in your quote 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.
2. All food which is not consumed within 90 minutes at room temperature should be disposed of. Any person subsequently consuming food, or taking food home for consumption, does so at their own risk. Firle Kitchen cannot accept responsibility for food consumed otherwise than at the location at which the food is supplied, or after the initial 90 minute period.
3. Food Allergies & Intolerances: Please note that all of our food contains allergenic ingredients. Special diets for food allergies will be catered for only if they have been arranged prior to your event and confirmed in your google sheet. If you wish to know more about our ingredients, please speak to your Event Manager.

### **Limitation of liability**

1. 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 you and us at the time your booking is accepted by us. This does not include or limit in any way our liability:
  - (a) for death or personal injury caused by our negligence;
  - (b) under section 2(3) of the Consumer Protection Act 1987;
  - (c) for fraud or fraudulent misrepresentation; or
  - (d) for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us.
  - (e) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
2. We are not responsible for 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:
  - (a) loss of income or revenue;
  - (b) loss of business;
  - (c) loss of profits or contracts;
  - (d) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

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### **Labour**

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

### **Insurance**

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

### **Bad weather**

Firle Kitchen 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.

### **3rd party caterers**

Except by extraordinary circumstances and written prior agreement before accepting the booking, the company does not allow any catering from any third parties with the exception of a wedding cake, whilst Firle Kitchen are catering on the premises. Such third parties have the potential to damage the reputation of the company, both through quality and food hygiene issues as well as hindering the company to carry out its job by sharing facilities. For the avoidance of doubt this includes homemade or shop bought catering such as snacks and desserts.

### **Limitation of Liability and indemnity**

The Company shall not be liable for events beyond its control or for indirect or consequential loss or damage, and the Company's maximum liability (whether in Contract Tort or otherwise) shall not exceed the price paid for the Services and the Customer shall indemnify the Company in respect of any loss or damage to the Company or its property that is caused by the Customer.

### **Miscellaneous**

These Terms and Conditions shall be governed by the Laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales. Any notice shall be in writing, including by email, to the recipient's email address as provided herein or otherwise as provided to the other party from time to time.