

TERMS AND CONDITIONS



1. DEFINITIONS

Client:	Means the person or firm who purchases the Services from the Supplier.
Minimum Number of Guests:	Means the minimum number of guests that shall be at the Venue on the Event Date for the Event.
Minimum Guaranteed Price:	Means the minimum amount payable for the Services at the Venue on the Event Date for the Event exclusive of VAT for the minimum Number of Guests.
Parties:	Means the Supplier and the Client collectively.
Services:	Means the Services provided by the Supplier to the Client as detailed in this Booking Confirmation form and Terms and Conditions.
Supplier:	Means Ultimate Experience who are supplying the Services.
Terms and Conditions:	Means the Booking Confirmation form and these Terms and Conditions between the Supplier and the Client for the supply of Services.
Ultimate Experience:	Is a brand of CH&CO Catering Limited

2. GENERAL

The Client has appointed the Supplier, which is a subsidiary of CH&CO Catering Limited, to provide the Services.

These Terms and Conditions and the Booking Confirmation form constitutes the entire agreement between the Parties. The Client acknowledges that it has not relied upon any statement, promise, representation, assurance or warranty made or given by the Supplier which is not set out in these Terms and Conditions.

3. BOOKING CONFIRMATION

All bookings will be held on a provisional basis until the Supplier receives a signed copy of these Terms and Conditions. These Terms and Conditions are due within 2 working days in order to secure this date.

The Supplier will inform the Client if another person/company wishes to place a confirmed booking for the Venue on the same Event Date. The Client will have 24 hours from notification to return signed Terms and Conditions. Failure to do so will result in the provisional booking being cancelled and the Services offered to the other person/company.

4. DEPOSITS & PAYMENT TERMS

Full Payment 100% of the Minimum Guaranteed Price is due within 14 days of signing the Terms and Conditions.
Additional Payments all additions will require payment in advance

If payment is not received by the due date, the Supplier reserves the right to cancel the booking without further notice.

5. SUPPLY OF SERVICES

The Supplier shall supply the Services to the Client in accordance with these Terms and Conditions.

The Supplier will have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier will notify the Client in any such event.

The Supplier warrants to the Client that the Services will be provided using all reasonable care and skill.

The Supplier shall have the right to substitute the Venue for a reasonable alternative subject to approval of the Client in writing, which shall not be unreasonably withheld if the Supplier cannot obtain the Venue for the Event Date.

6. CANCELLATION

In the unfortunate circumstances the Event Date is terminated or cancelled, the Client should notify the Supplier in writing of such cancellation and the following terms will apply:

- Cancellation at any stage more than 90 days prior to the Event Date, the Client will be liable for the Deposit or 40% of the Minimum Guaranteed Price, whichever is the greater.
- Cancellation at any stage between 90 and 30 days prior to the Event Date, the Client shall be liable for 70% of the Minimum Guaranteed Price.
- Cancellation within 30 days prior to the Event Date, the Client shall be liable for the full cost of the Event.

In the event that the Deposit paid does not cover the Suppliers committed costs then a subsequent invoice will be issued and payable by the Client within 14 days of the invoice date.

In the event that no deposits have been paid by the Client the cancellation fee will be charged and payable as shown above and within 5 working days from the date of the invoice.

The Supplier reserves the right to cancel the event for any reason. In this instance the Supplier will pay a full refund if an alternative date is not available or an alternative venue is not agreeable with the Client.

7. CHARGES

The contract price is based on volume and if the numbers rise then this may result in a price change.

All charges are quoted exclusive of VAT except where specified.

The Client is to provide regular updates of any changes in the predicted number of attendees.

The Supplier will give no refunds if the numbers of persons attending the event on the Event Date are less than the Minimum Number of Guests given by the Client.

No wines, spirits beers or food may be brought into the venue without the express written consent of the Supplier.

8. ALLERGENS

The Supplier is a food business provider and does have allergen and food information available upon guest request, however, this information may not always be visible. Therefore, it is the Clients responsibility to ensure guests are informed to contact the Supplier should they require any allergen information.

The Client will inform the Supplier 10 days before the Event Date of any and all dietary requirements of the guests attending the event.

9. COMPLAINTS

The Client must notify the Supplier within 48 hours of the complaint occurring. If not, then the Supplier will not be liable for such complaint.

10. SOCIAL MEDIA

The Client will not post, tweet or otherwise share via social media any negative statement or images in relation to the event. The Client will not without the prior consent of the Supplier, post, tweet or otherwise share via social media any positive statement or images in relation to the event.

11. FORCE MAJEURE

For the purposes of these Terms and Conditions a force majeure event means an event beyond the reasonable control of the Supplier included but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, an act of God, war, riot, civil commotion, death of a Monarch, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors. We would recommend that you consider taking out event insurance.

In the event that it is not possible for the Event to take place due to a Force Majeure Event then the Supplier shall refund to the Client all amounts that the Client has previously paid less any incurred costs by the Supplier and the Client shall have no further liability to pay the Supplier the Balance or any Additional Payment.

The Supplier will not be liable for any loss or damage and no refund shall be payable by the Supplier to the Client as a result of any delay or failure to perform the obligations under these Terms and Conditions as a result of a Force Majeure Event on the Event Date.

12. INSURANCE

The Supplier shall maintain insurance policies to cover potential liabilities which the Supplier may encounter under these Terms and Conditions. The Supplier agrees it has in place the necessary insurance policies that are reasonable and customary for the Supplier's industry. Copies of the Supplier's insurance policies by way of a brokers letter are available upon request.

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Any sub-contractor appointed by the Client must disclose to the Supplier their public liability insurance at least ten (10) days before the Event Date.

Save in respect to death or personal injury caused due to the Suppliers negligence, the Suppliers liability in respect of all claims arising in contract or tort shall be limited to the amount of charges payable by the Client to the Supplier for the Event on the Event Date.

Personal accident insurance or insurance to cover personal belongings are not provided by the Supplier.

13. BRIBERY ACT

The Supplier and the Client agree that they shall:-

- comply with all applicable laws, regulations and codes relating to anti-bribery and including but not limited to the Bribery Act 2010
- maintain in place policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with anti-bribery and anti-corruption and will enforce them where appropriate; and
- promptly report to the other any request or demand for any undue financial or other of any kind it receives in connection with the performance of these Terms and Conditions.

14. GDPR

The Supplier and the Client warrant it will take all necessary steps to ensure it operates within the requirements of the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) and any national implementing laws, regulations and secondary legislation, as amended or updated from time to time, in the UK.

The Supplier acknowledges and agrees that, in the performance of its obligations under this agreement, it shall comply with the provisions of applicable privacy laws. The Supplier shall not process any personal information provided or made available to the Supplier by the Client in connection with this agreement for any purpose other than that which is strictly necessary for the performance of its obligations under the agreement. Without prejudice to the foregoing the Supplier shall not damage, alter, disclose, lose or destroy any Client information unless instructed to do so in writing by the Client.

15. CONFIDENTIALITY

Both Parties agree:

- to keep confidential all information (written or oral) concerning the business and affairs of the Client and the Supplier which both Parties have obtained or received as a result of the discussions leading up to or the entering into, or obtains or receives in performance of, the agreement;
- not to disclose the information in whole or in part to any other person without the other party's written consent, save to those of the Parties employees, agents and sub-contractors involved in the performance of the obligations under the agreement on a confidential and need to know basis;
- to use the information solely in connection with the performance of the obligations under the agreement and not for the Supplier's or Client's benefit or the benefit of any third party; and
- to promptly return or destroy (at the Supplier's or Client's discretion or at the written request of the Supplier or Client) all confidential information in the possession of the Supplier following the completion of the Event.

Neither party shall issue any media releases, public announcements or public disclosures relating to the agreement or use the name or logo of the other party including, without limitation, in promotional or marketing material or on a list of customers; unless required by legal, accounting or regulatory requirements beyond the reasonable control of the releasing party.

16. LIABILITIES

The Client is responsible and undertakes to ensure orderly conduct by all members and/or guests of their party at the Venue on the Event Date. The Client will indemnify the Supplier against all costs losses demands claims and expenses arising out of or consequent upon any member and/or guest damaging or rendering unusable any item (for example table linen, crockery, cutlery, glassware) and shall pay the Supplier the full cost of such repair or replacement.

The Client will notify when returning these signed Terms and Conditions (or if known at a later date before the Event Date) of any high-risk event or high-risk attendees which may require additional security. Failure to report such high-risk event or high-risk attendees will result in the Client being liable to pay all costs and losses incurred by the Supplier.

The Supplier accepts no liability for any loss, damage, cost or expense to any person or possession however caused other than for death or personal injury caused by the Suppliers act or negligence whilst carrying out the Services.

Any goods and items at the Venue during or after the Event Date are left at the owners risk and the Supplier will not be held liable for any loss or damage to such goods or items.

If any Client member and/or Guest at the Venue on the Event Date orders additional drinks outside of any agreed bar package, the Client shall pay for such item ordered.

17. LAW

These Terms and Conditions between the Parties shall be governed by English law and the English courts will have authority to settle any dispute.

Please note that amendments cannot be made to these Terms and Conditions unless agreed by both parties in writing.