

## **1. Preliminary**

1.1. In these terms “Us”, “Our” and “We” refers to Valentine Cuisine whose office is at Wantz Cottage, Crows Lane, Woodham Ferrers, Essex, CM3 8RR and “You”, “Yours” and “Your” refers to the person ordering goods or services from Us. The following terms shall have the following definitions:

1.1.1. the Agreement means the agreement between You and Us to provide goods or services incorporating these terms, as contained within Our confirmation letter or electronic mail correspondence

1.1.2. the Event means the event at which We are required to provide goods or services to You or Your invitees

1.1.3. Working Days means Monday to Friday inclusive except public holidays

1.1.4. Price means the price payable by You to Us for the goods and services provided at the Event

1.1.5. Deposits means payments by You prior to the Event

1.1.6. Venue means as set out in the Agreement

1.2. Headings contained in the Agreement are for reference purposes only and shall not be incorporated into the Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.

1.3. All agreements on the part of either of the parties, which comprise more than one person or entity, shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successors in title to the parties.

## **2. Terms Apply**

2.1. All sales and supplies of goods and services by Us will be in accordance with the conditions of sale set out in these terms (save where such conditions are varied by agreement in writing between Us and You) and each order for the supply of goods or services shall constitute a separate contract on these terms.

## **3. Confirmation of Booking, Alteration**

3.1. All bookings are provisional and We enter into no Agreement until We have supplied email or written confirmation of booking.

3.2. A deposit payment must be received from You within the period specified by Us or where there is a period of less than seven days to the date of the Event, within a maximum of 24 hours. If We do not receive the deposit in time We reserve the right to release any provisional booking and re-book all facilities. The Agreement shall unless otherwise agreed by Us in writing include the minimum price payable by You to Us for the Event (“Minimum Price”) based on the information regarding numbers of attendees You give to Us at the date of the Agreement.

3.3. Four Working Days prior to the Event (or on the date of the Agreement if closer to the date of the Event), You must specify in writing numbers of attendees (“Final Number”).

## **4. Price, Payment**

4.1. Should We incur increases in Our costs of performing the Agreement due to

unforeseen circumstances, We reserve the right to make necessary changes to the Price to reflect such increases in cost to Us.

4.2. The Price payable by You shall be based on the higher of the Minimum Price, the Price based on the Final Number and the Price based on the number of attendees at the Event calculated on the price per attendee in the Agreement or pro rate to the number of attendees forming the basis of the Minimum Price.

4.3. You shall make all payments as required by the Agreement prior to the Event taking place. The price charged by Us for the services at the Event shall be the price in the Agreement or where no price is specified in the Agreement the price listed in Our published price list current at the date of the Agreement and shall be subject to variations provided for in the Agreement.

4.4. In the case of vegetarian meals or dietary requirements differing from those ordered for the main body of guests, such requirements must be notified to Us not less than four Working Days prior to the Event. In the absence of such notification We will charge for these additional meals at the full advertised rate in Our price list current at the date of the Agreement in addition to any sums due under the Agreement.

4.5. Subject to clause 8, should You make significant changes to the programme or the expected number of attendees, We reserve the right to amend the rates and/or facilities offered or included in the Agreement.

## **5. Deposits**

5.1. You must pay the Deposits specified in the Agreement in default of which We may treat the Agreement as cancelled by You. Deposits are not refundable or transferable except where provided for in the Agreement and We shall set off Deposits paid by You against the final Price.

5.2. You shall pay Deposits as follows:

5.2.1. £500 (or the Minimum Price if less) on the date of the Agreement

5.2.2. 25% of the Price twelve calendar months prior to the Event (or on the date of the Agreement if closer to the Event date) and

5.2.3. 65% of the Price one month prior to the Event (or on the date of the Agreement if closer to the Event date)

5.2.4. Balance to be received in cleared funds no later than one week prior to the Event

## **6. Final Price**

6.1. The final Price shall include all additional goods and services required by You in the course of the Event including (but not limited to) any third party staff to whom You request We provide services.

6.2. It is Your responsibility to notify Us of Your authorised representative(s) for the Event and to ensure that all orders are signed for by the representative(s). Where You fails to notify Us of Your authorised representative(s), the figures recorded by Us shall be conclusive and You shall be bound to pay the price for goods and services added to the Agreement at the Event.

6.3. Each event shall finish at the time stated. If the Event continues beyond the time in the Agreement, We shall be entitled to add additional charges to the Price at the advertised hourly rates or at Our discretion cease the provision of services at the finish time in the Agreement.

6.4. You must pay in full any outstanding balance of the Price one week prior to the Event unless otherwise agreed in writing by Us.

6.5. Where We agree to extend credit full payment of any outstanding balance of the Price must be made within 35 days of the Event. Any queries will not affect the immediate payment of the remainder of the account. No deduction or refund will be made for goods or services included in the Agreement and not used by You.

6.6. Invoice queries must be forwarded within 14 days of receiving the invoice after which the invoice shall be deemed accepted unless We agree otherwise in writing.

6.7. We reserve the right to charge interest calculated at 4% above the base rate of Barclays Bank plc calculated daily on any overdue payments from You up to the date of payment or judgement whichever is later.

## **7. Termination, Suspension**

7.1. In the event of any of the following occurring, We may, without prejudice, to any other right or remedy available, terminate the contract and/or suspend any current and/or future provision of goods or services under the Agreement without any liability to You:

7.1.1. You make any voluntary arrangement with Your creditors or become subject to an administration order or

7.1.2. You (being an individual or firm) become bankrupt or

7.1.3. You (being a company) go into liquidation or

7.1.4. an encumbrancer takes possession of, or a receiver is appointed of any of Your property or assets or

7.1.5. You cease or threaten to cease to carry on business or

7.1.6. We reasonably apprehend that any of the events mentioned above is about to occur in relation to You and notify You accordingly.

7.2. In the event of termination or suspension the Price for any goods or services that We have provided to You shall become immediately due to Us.

## **8. Cancellation, Postponement**

8.1. In the unfortunate circumstance that You have to cancel or postpone Your confirmed booking at any time prior to the Event, We will use Our reasonable endeavours to re-book an alternative event on the date of the Event. In the event that We are unsuccessful in reselling the cancelled or amended booking, cancellation charges will be made as follows:

Cancellation Date Percentage of Price

Payable

More than 12 months prior to the Event 5%

Between 12 months and 6 months prior to the Event

25%

Between 6 months and 1 month prior to the Event

60%

Within 1 month of the Event 100%

8.2. Any cancellation, postponement or partial cancellation must be confirmed in

writing and shall not take effect until received by Us

8.3. Definitive cancellation charges due may only be confirmed to You after the intended date of the Event. We will rebate to You the cancellation charge to the extent of the Price of alternative business We provide to third parties instead of the cancelled Event up to a maximum of 50% of the cancellation fee.

8.4. We reserve the right to cancel any Agreement forthwith or at Our discretion offer alternative facilities without any further responsibility on Our part in the event of:

8.4.1. Any occurrence beyond Our reasonable control which shall prevent Us from performing Our obligations in connection with the booking including (but not limited to) the unavailability of the Venue.

8.4.2. If the booking might, in Our opinion prejudice Our reputation

8.4.3. If You are more than 30 days in arrears of payment to Us

8.4.4. If We are entitled to terminate or suspend the Agreement

8.5. Where an Alternative Event with a Minimum Price equal to or higher than the original Event is arranged and takes place without cancellation or postponement the cancellation charge for the original Event shall be 10% of the Minimum Price for that original Event.

8.6. Where no Alternative Event is arranged within 6 months of the date of the original Event, We reserve the right to treat the Event as cancelled.

8.7. Where You request changes form the programme or number of attendees at an Event which would make it impractical for Us to accommodate the Event We reserve the right to treat such a request as a cancellation.

## **9. Liability**

9.1. We shall not be liable to You for damages or compensation as a result of a cancellation by Us pursuant to the Agreement but will to the exclusion of any other compensation or remedy return any Deposit paid by You in the event of such a cancellation.

9.2. If We are unable to fulfil the Agreement in part, You shall be required only to pay that part of the Price referable to those parts of the Agreement performed by Us but You shall not be entitled to any further payment, deduction or compensation.

9.3. Our liability to You in respect of any financial or business loss or damage suffered by You as a result of Our action or omission (including Our negligence or that of any of our employees agents sub-contractors) shall be limited to the greatest extent permitted by law and shall not exceed the Price.

9.4. We shall not be liable to You for any loss or damage caused as a result of Your failure to provide information to Us accurately or in time.

9.5. All goods of any kind placed in Our care are done so entirely at the owner's risk and the owner shall be responsible for insuring such goods.

9.6. You agree with Us that the terms of this clause are reasonable and form a part of the Agreement and are taken into account in the calculation of the Price.

## **10. Your Responsibilities**

10.1. You shall at all times provide accurate information relating to the Event and the attendees when required by Us.

10.2. Where We are requested to book facilities, services or equipment from third party suppliers on Your behalf, We will do so as Your agent and shall not be liable to You for the acts or omissions of such third parties or for any deficiency in the facilities, services or equipment supplied by them.

10.3. Where We incur the costs of third party suppliers We shall add such costs in full in the Price.

10.4. Where an Event requires any special licence or other permission You shall be responsible for obtaining all such licences or permissions and shall indemnify Us against any loss, cost, expense or liability incurred as a result of any such licence or permission being not obtained or the conditions of it breached by attendees or You.

10.5. You shall be responsible for obtaining all relevant insurance policies relating to the Event and the Venue and shall indemnify Us against any loss, cost, expense or liability incurred as a result of any such policies being not obtained or the conditions of any of them being breached by attendees or You.

10.6. You shall ensure that:

10.6.1. there is sufficient equipment of the necessary condition at the Venue in order for Us to fulfil our obligations under the Agreement;

10.6.2. the Venue is suitable for its intended use for the Event;

there is sufficient and adequate access to mains utilities including (but not limited to) water, drainage, electricity, gas and waste disposal facilities for Us to perform Our obligations under the Agreement;

there is sufficient toilet facilities for Our staff engaged at the Event, together with adequate secure parking facilities for Our staff.

## **11. General**

11.1. The failure of Us at any time or times to require performance of any provision of the Agreement shall not affect Our right to enforce such provision at a later time. No waiver by Us of any conditions or the breach of any term covenant representation or warranty contained in the Agreement in any one or more instances shall be deemed to be or construed as a further or continuing waiver of any such condition or breach or a waiver of any other condition or be deemed to be or construed as a waiver of the breach of any other term covenant representation or warranty in the Agreement.

11.2. In the event that any provision of the Agreement or any part of such a provision is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable that provision or the relevant part of it shall take effect amended in such manner as achieves the intention of the parties without illegality or at Our discretion it may be severed from the Agreement in which event the remaining provisions of the Agreement and the remaining parts thereof shall remain in full force and effect.

11.3. It is the intention of the parties that no person not a party to the Agreement shall have any rights in relation to it under the Contracts (Rights of Third Parties) Act 1999.

11.4. Nothing in the Agreement shall affect Your statutory rights if You deal with Us as a consumer (as defined in the Consumer Protection Act 1987).

