

BERESFORD STREET KITCHEN LIMITED (“BSK”)

Catering - Terms and Conditions

1. Booking with BSK

- a. All bookings for a catering event (the “Event”) must be confirmed in writing by the Client (“you” / “your”) and that confirmation includes acceptance of BSK Terms and Conditions.
- b. An Event may be defined as either: the provision of corporate catering; catering for a private occasion either on BSK premises or elsewhere; or any provision of catering services by BSK.
- c. A non-refundable deposit may be required to secure the date of your Event (the “Event Date”).
- d. All quotes are based on current pricing as advertised and are valid for a period of three (3) months from the date of the initial quote. If a booking is confirmed for a date more than three (3) months in the future, the final pricing may be subject to change to reflect updated rates at the time of the event. Should a Client wish to confirm a booking after the three (3) month validity period has expired, the booking will be subject to current pricing at the time of confirmation.
- e. Where the Client’s own internal policies require a purchase order to be raised, this requirement must be confirmed in writing to BSK and confirmation of the event will not be accepted until such time as a valid purchase order is provided. Where a Client is required to provide a Purchase Order to BSK, but does not inform BSK in writing, the Client remains responsible for settlement of any charges in full whether a Purchase Order has been raised or not.

2. Booking Deposit

- a. If required, a booking non-refundable deposit figure will be provided to the Client in writing by BSK once your booking confirmation is received. This deposit will be deducted from the total costs.

3. Booking Confirmation

- a. Once a booking is confirmed an invoice will be issued by BSK together with formal written confirmation which will include your draft menu, confirmed event date, event summary and estimated costs based on the number of guests and locations made by the Client.
- b. Final menu choices must be confirmed to BSK no later than 14 days prior to the Event Date. Cancellation charges will still apply as per point 5 below, unless agreed by BSK Management.
- c. Final guest numbers must be confirmed to BSK no later than 7 days prior to the Event Date. BSK reserves the right to cancel the event should the number of guests, including children, fall below the agreed minimum. Cancellation charges will still apply as per point 5 below.

- d. The information provided at this point will be used to produce your event cost invoice, arrange staff and co-ordinate with you. Once our invoice is received by the Client, payment must be received no later than 2 weeks from the date of the invoice.
- e. After final guest numbers have been provided to BSK, we might be able to accept any increases in requirements, however no reduction in guest numbers will be possible. No refunds will be given for any decrease in numbers once final numbers have been agreed.
- f. In the event that the number of attendees decreases on the day of the event, the full price as initially agreed upon will still be charged.

4. Payment of Total Event Costs

- a. Payment in full is required for all goods and services to be provided by BSK prior to the event, except for chargeable consumptions, which will be invoiced to the Client after the event.
- b. Payment methods available include BACS bank transfer, debit card, credit card (not AMEX), and cheque. Payments by credit card may be subject to a 2.5% surcharge.

5. Cancellation Charges

- a. In the unfortunate event of a booking having to be cancelled by the Client, confirmation in writing is required by BSK, and your deposit will not be refunded.
- b. In the event of a breach of these Terms and Conditions by the Client, BSK will consider that the Client has cancelled the event and cancellation charges will apply.
- c. Should the Client be in arrears of payment (non-payment prior to an event), BSK will consider that the Client has cancelled the event and cancellation charges will apply.
- d. The balance of the event charge (after deduction of any retained deposit), will also be made as follows:

If Cancelled	Amount due from Client
Less than 72 hours prior to the event	100% of the balance of the event charge
72 to 168 hours prior to the event	25% of the balance of the event charge (after deduction of any retained deposit)

6. Changing the date of a confirmed booking

- a. Once a booking has been confirmed, the Client may change the Event Date only with agreement of BSK.
- b. A new agreed Event Date (the "New Date") is subject to availability of the BSK catering team.
- c. The New Date must be provided and agreed by us, subject to availability.
- d. Once a New Date has been agreed and confirmed by BSK it can only be changed again by the Client subject to availability.

- e. Any deposit paid by the Client towards the original Event Date will be transferred by BSK to the New Date.
- f. Any costs incurred by BSK in relation to the original Event Date will be payable by the Client.
- g. BSK will always do our best to be accommodating, however if a new date cannot be agreed, for whatever reason, it will be deemed as a cancellation and subject to the Cancellation Charges detailed in section 5 above.

7. Range, Availability, Dietary Requirements and Allergies

- a. All goods and ingredients are offered subject to availability. If an item becomes unavailable or it is of insufficient quality for a Client's function, BSK reserves the right to make a substitution. Wherever possible the Client will be notified of any changes in advance.
- b. BSK will endeavour to provide suitable adaptations to the Client's menu for any guests with special dietary requirements or allergies. We cannot, however, take responsibility unless advised in advance (no less than 7 days prior to the event).
- c. Our menu items may contain or come into contact with the following allergens: Celery, Cereals containing *Gluten* (e.g. *Wheat, Barley, Oats*), *Crustaceans, Eggs, Fish, Lupin, Milk, Molluscs, Mustard, Tree Nuts, Peanuts, Sesame Seeds, Soya* and *Sulphur Dioxide (sulphites)* as products containing these allergens are prepared in the same kitchen environment.
- d. While we take precautions to minimise the risk of cross contamination, we cannot guarantee that any item served is completely free from allergens. All food is prepared in a kitchen that handles allergens.

8. Drinks

- a. Pre-agreed drinks packages: all agreed drinks packages are serviced as pre-ordered and paid for on consumption after the event.
- b. Drinks paid for as consumed:
 - i. No refunds are offered on any drinks opened on site and not consumed.
 - ii. The Client is ultimately responsible for the payment of all drink charges, including in instances where the Client has arranged for the Guests of the Client to settle their own drink charges and they have not done so.
- c. BSK is licensed to sell and serve alcohol. There is a charge for transferring the alcohol licence for events held at venues other than BSK café. Only BSK will be authorised to serve alcohol at the event.
- d. If the Client wishes to provide their own alcohol, a charge for the alcohol license and corkage fee will apply.

9. Client's Own Food and Drinks

- a. The Client must inform BSK at the time of the booking about any other caterers who may be supplying food or drinks at the event. Failure by the Client to do so will be considered a breach of these Terms and Conditions and cancellation charges will apply.
- b. We accept no liability for any food or drinks supplied to the Client by another caterer (or food products supplied by the Client themselves) in addition to those arranged by BSK.

10. Client's use of BSK's Property and Clients Personal Property

- a. The Client agrees to pay for any loss or damage to any equipment, crockery, cutlery or glassware supplied by BSK for the event, including any issues caused by the Client's staff and guests.
- b. BSK will not be held responsible for the theft, lost or damage to any personal effects of the Client or Client's staff or guests.

11. Liability of BSK

- a. BSK accepts no liability under any claim whatsoever arising (be it by negligence or otherwise) for any loss over the figure of the existing BSK Public Liability Limit of Indemnity. Note that this figure, which may change from time to time, is available upon request together with a copy of our Certificate.

12. Force Majeure

- a. BSK shall incur no liability to the Client if performance of the contract is prevented or hindered by any case whatsoever beyond BSK's control and in particular, but without prejudice to, the generality of the foregoing, by act of fire, flood, subsidence, sabotage, accident, strike, lock out or changes to local law and shall not be liable for any loss or damage resulting there from suffered by the Client.

13. Complaints

- a. Any issues on the day must be brought to the attention of the on-site BSK manager.
- b. In the unlikely event of a formal complaint, the Client should raise this in writing to BSK with a full explanation of the issue, within 10 days of the event. This will be acknowledged within 2 working days and an estimated timescale for any investigation will be provided at this point.