

Pomegranate Catering Limited

Sample Terms and Conditions of booking

Contracting Parties: (“The Client”)
and
Pomegranate Catering (“The Caterer”)

Event Name: (“The Event”)

Event Dates: _____

1.0 DEFINITIONS

1.1 ‘The Caterer’ & ‘We’ means Pomegranate Catering Limited for which a contract is agreed.

1.2 ‘The Client’ and ‘You’ mean the organising body/company and organiser responsible for commissioning and payment of the event.

1.3 The ‘Event Agreement’ means the agreement between ‘Pomegranate’ and ‘The Client’ for a specific booking or series of bookings. These Terms & Conditions will form part of the ‘Event Agreement’, together with any other terms stated in the ‘Event Agreement’.

2.0 CONFIRMATION BY CLIENT

2.1 You are requested to review these terms & conditions and to sign and return to Pomegranate Catering Limited by the agreed date along with payment.

2.2 We reserve the right to cancel the booking if the above is not received by this date and if other enquiries are received for the same dates we may contact you for earlier confirmation. No Cancellation fee shall be charged in such circumstances.

2.3 The Booking shall be regarded as provisional until;

i) The Client signs & returns these Terms & Conditions.

ii) The method of payment has been agreed.

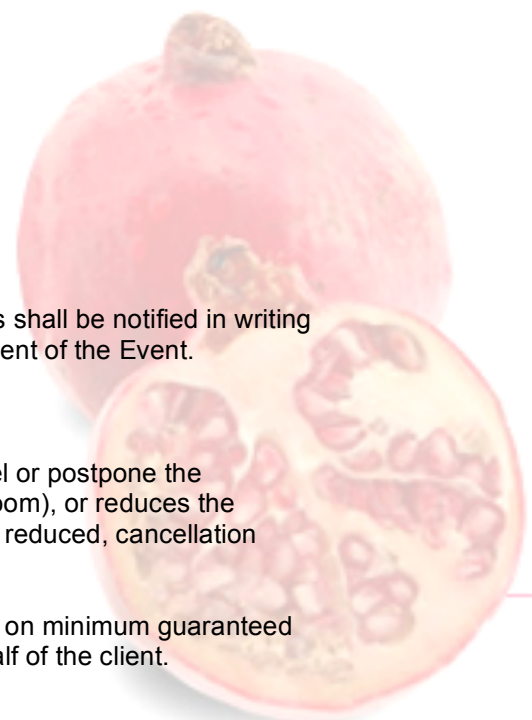
3.0 AMENDMENTS BY THE CLIENT

3.1 Any amendments to the guest numbers and/or arrangements shall be notified in writing to the Caterer no less than 3 working days prior to the commencement of the Event.

4.0 CANCELLATION BY THE CLIENT

4.1 In the unfortunate circumstances that the Client has to cancel or postpone the confirmed Event, part of the Event (e.g. a meal or hire of specific room), or reduces the duration of the Event such that the contracted value of the Event is reduced, cancellation charges will apply.

4.2 Cancellation charges will apply to pre-booked catering based on minimum guaranteed numbers and to any other services obtained by the caterer on behalf of the client.



4.3 The cancellation charges will be calculated on as follows:-

- For cancellations 12 months prior to the start date, there will be no charge.
- Between 12 months and 3 months prior to arrival, the charge will be 50% of the expected revenue for the event
- For cancellations less than 3 months from the start date, the charge will be 100% of expected revenue for the event

4.4 All cancellations must be received in writing and will be deemed to take effect from the date when received by the Caterer.

5.0 DEPOSITS & PAYMENTS

5.1 The deposit or pre-payment required for any event will be specified on the Event Agreement. A 10% prepayment, based on the total proposed cost of the Event and an estimate of incidental charges (e.g. beverage etc), is required at the time of booking confirmation. A further 40% prepayment is to be paid 3 months prior to the Event and the final 50% prepayment is required 30 calendar days prior to the event.

Should the Client be likely to incur additional charges on the day, these must be paid by pre-authorized credit card on the day of the event. Full details of the card, must be supplied to The Caterer, seven calendar days prior to the event taking place.

5.2 On conclusion of the Event, or in the event of a cancellation by the client in accordance with clause 4, the outstanding balance is payable in full within 7 days of the date of the invoice. In the event of any queries, 90% of the outstanding balance must be paid within 7 days.

5.3 Prices quoted exclude VAT at the rate prevailing at the time the Event Agreement is prepared and are subject to alterations.

5.4 Payments to the Caterer can be made by either credit/debit card cheque made payable to the caterer or by bank transfer as per the following details:

National Westminster Bank
Sort Code 60-01-21
Account Number 47630574

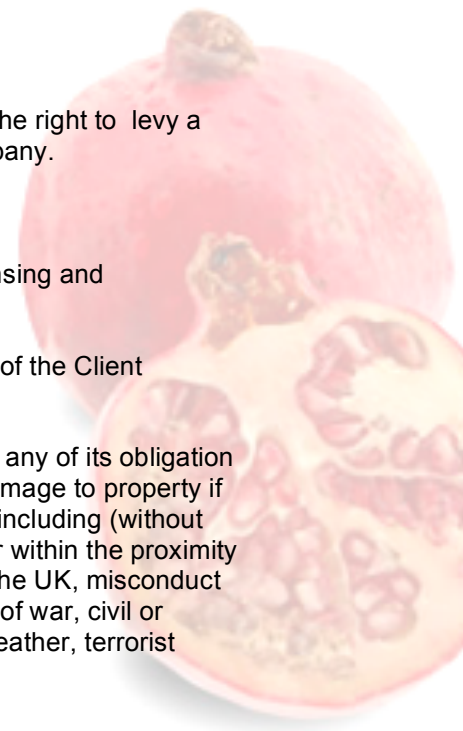
N.B. Should the client decide to pay by credit card, the caterer reserves the right to levy a charge equivalent to the merchant rate of the applicable credit card company.

6.0 GENERAL

The Client will always comply with the statutory laws concerning licensing and entertainment provisions relevant to the Event.

6.1 The Caterer shall not be liable for any loss or damage to property of the Client

6.2 The Caterer shall not be liable for any failure or delay in performing any of its obligation under this Agreement or liable to an Attendee or Guest for any loss or damage to property if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) terrorist activity or serious potential for terrorist activity whether within the proximity of the event or in the UK or worldwide and directly or indirectly affecting the UK, misconduct or negligence of an Attendee, Guest or external third party, war or threat of war, civil or political action or disturbance, riot, natural disaster, fire, epidemic, bad weather, terrorist



activity (threatened or actual), military activity, governmental or regulatory action, industrial dispute, Act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events outside the Caterer's control.

6.3 For the avoidance of doubt, the Caterer does not exclude its liability for death or personal injury caused by the Caterer's negligence. Either party must only instruct qualified subcontractors to carry out any work on their behalf and must meet all statutory legal requirements.

6.4 Where the client requests the caterer to arrange for the provision by third parties of goods and services on the client's behalf, the client shall remain liable for all charges and liabilities in relation to such goods and services. Such requests must be made by the client to the caterer in writing.

6.5 Rates- Where rates quoted are inclusive of Value Added Tax at the current rate. In the event of any increase in the level of Value Added Tax Pomegranate Ltd reserves the right to increase such rates accordingly. All rates quoted are confidential and at no time are they to be displayed, or disclosed to any third party, other than authorised agent.

6.6 Variation- Any variation to any of the terms and conditions set out in this contract, must be agreed in writing.

THIS CONTRACT OVERRIDES ALL TERMS AND CONDITIONS OF PURCHASE ORDERS OR SIMILAR BELONGING TO THE CLIENT.

Bookings are only accepted upon and subject to these terms and conditions. Unless otherwise expressly agreed in writing, any variation or attempted variation of these conditions by the Client shall be ineffective.

I hereby acknowledge and agree to accept the above Terms & Conditions and the contracted numbers on the attached Event Agreement/Booking Order

Signed

Print Name

Company Name (if applicable):

Date

For the Caterer

Signed

Print Name

Company Name: Pomegranate Catering Ltd

