

# **KOAL POT CATERING TERMS AND CONDITIONS**

## 1. Booking Your Date with Koal Pot Catering

1. All event bookings must be confirmed in writing by the Client.
2. A booking deposit of 20% is required to secure Koal Pot Catering for the date of your event (this deposit is non-refundable should your event be cancelled, see below)
3. All bookings are subject to minimum guest numbers, these will be confirmed in writing by Koal Pot Catering to the Client.

## 2. Booking Deposit

1. A booking deposit figure will be provided to the Client in writing by Koal Pot Catering once your booking confirmation is received. This deposit will be deducted from the total event costs which will be issued to the Client no later than two weeks prior to the event (please see our Payment terms below).
2. Payment methods available include bank transfer, debit card, and cash.

## 3. Additional Deposit

1. An additional deposit will be required for all non-service bookings if it is not agreed before contract is signed, when glassware, crockery or utensils etc. are provided by Koal Pot Catering for use by the Client during their event.
2. £100.00 will be added to the total event costs (and processed with the booking deposit above) and refunded via bank transfer or debit card following the return of all items (in full and undamaged). Any items not returned will be chargeable and the additional deposit will not be refunded.

## 4. Booking Confirmation

1. Once the Client's deposit/s have been received a receipt will be issued by Koal Pot Catering together with a formal confirmation letter which will include your draft menu, event summary and estimated costs based on the number of guests and selections made by the Client.
2. Once a date has been secured a client tasting session is possible.

## 5. Variations to the Price

1. All bookings are subject to minimum guest numbers which will be confirmed by Koal Pot Catering at the time of booking.
2. Where children are attending – if over 7 years of age they are payable at the same rate as adults, if under 7 years of age they are chargeable at half the adult price (subject to minimum numbers mentioned above). Children under 3 years will be free of charge.
3. Any variation to menu selections for children must be discussed with Koal Pot Catering as soon as possible so menus can be revised accordingly.

## 6. Payment of Total Event Costs Prior to Event

1. Payment in full is required for all catering services to be provided by Koal Pot Catering prior to the event. Final guest numbers must be confirmed to Koal Pot Catering no later than one month prior to the event.
2. The information provided at this point will be used to produce your total event cost invoice, arrange staff and co-ordinate with your venue. Once our invoice is received by the Client payment must be received no later than two weeks before the event. After final numbers have been provided to Koal Pot Catering we are happy to accept any increases in requirements however no reduction will be possible.

3. Should Koal Pot Catering be advised of any increases following payment and less than two weeks prior to the event, Koal Pot Catering reserve the right to accept these and will raise an additional invoice following the event for these guests or extras food needed, payment will then be due for immediate settlement by the Client.
4. As cancellation insurance is not available to a catering supplier, the Client is advised to arrange such insurance to recover their losses.

#### 7. Cancellation & Charges

1. The Customer acknowledges and recognises that Koal Pot Catering needs to purchase food and other consumables in advance of the event at the time of a cancellation or a reduction in the numbers of persons attending the Event the Supplier may have already purchased the food and other consumables and may not be able to use the food for any other Event, or the food may not be appropriate for any other Event that the Supplier is undertaking or food will deteriorate or become unfit for human consumption if not used by a particular date or by any given 'use by' dates. Again, when equipment and hired labour is needed to cater the Event. In the event of a cancellation or reduction in the number of persons attending the Event, we will still be required to pay for hire of equipment and hired labour whether or not the Event takes place or whether it takes place with fewer persons attending.

In the unfortunate event of a booking having to be cancelled confirmed in writing will be needed by the Client. Your deposit will be retained, and the following charges will be incurred.

1. Cancellation received with less than two months notice prior to the event – 50% of the total event cost
2. Cancellation received less than one month prior to the event – 100% of the total event cost
2. The total event cost will be based on the number of confirmed guests attending at the agreed price per head. Should guest numbers be unconfirmed at the time of cancellation the total event cost will be based the originally quoted/estimated guests numbers.
3. Any additional costs incurred by Koal Pot Catering in preparation of the event up until the time of cancellation will be charged to the Client. This is to cover any losses caused to Koal Pot Catering for administration costs, travel, supplies etc. and will be discussed fully in event of cancellation.
4. Koal Pot Catering may terminate the agreement liability of any nature upon return of deposit. Koal Pot Catering will not be liable for consequential damage of any nature for any reason as a result of any act or circumstance beyond reasonable control including but not limited to, strikes, acts of God, fire, flood, accident or act of war. In the event of such an event occurring the Supplier shall be entitled to cancel the Event with immediate notice to the Customer and shall reimburse the Customer all Charges paid as at the date of cancellation less such reasonable preparation and administration costs of the Supplier and any non-refundable deposits paid by the Supplier to third party suppliers of services for the Event.

#### 8. Dietary Requirements and Allergies

Koal Pot Catering will endeavour to provide suitable adaptations to the Clients menu for any guests with special dietary requirements or allergies. We cannot however take responsibility for any guests unless advised in advance (no less than one month prior to the event).

#### 9. Clients Food and Drinks

1. We accept no liability for any food supplied to the Client by another caterer (or food products suppliers by the Client themselves) in addition to those arranged by Koal Pot Catering.

2. Where the Client has made additional arrangements (for example an evening meal) Koal Pot Catering will require a Food Disclaimer Form to be completed and returned no later than one month prior to the event.
3. Koal Pot Catering will happily serve Clients arrival drinks, table wines etc. during their event subject to waitress fees or corkage, please ask for further details.

10. Client's use of Koal Pot Catering's Property and Clients Personal Property or Gifts

1. The Client agrees to pay for any loss or damage to any equipment, crockery, cutlery or glassware supplied by Koal Pot Catering for the event, including any issues caused by the Client guests.
2. The use of candles by the Client for centre pieces or decoration where Koal Pot Catering have supplied table linen is strictly prohibited.
3. Any damaged linen because of the use of felt tip pens will result in an additional charge payable by the Client after the event (a separate area for colouring can be arranged with suitable table coverings, please ask for details)
4. Koal Pot Catering will not be held responsible for the theft, lost or damage to any personal effects of the Client or gifts brought onto premises by the Client guests.

11. Liability of Koal Pot Catering

Koal Pot Catering accept no liability under any claim whatsoever (be it by negligence or otherwise) arising from any loss over the figure of the existing Koal Pot Catering Public Liability Limit of Indemnity. Note that this figure, which may change from time to time, is available upon request.

12. GDPR and Privacy Policy

Koal pot Catering are fully compliant with the General Data Protection Regulations (GDPR) and our Privacy Policy falls in line with Regulations.

13. Force Majeure

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

14. Future Changes to Terms and Conditions

Koal Pot Catering reserve the right to change our Terms and Conditions when necessary due to the continual evolving nature of our business. It is your responsibility to ensure that you are up to date with our Terms and Conditions.