

# STANDARD TERMS & CONDITIONS OF INVICTA FOOD DESIGN, CORPORATE HOSPITALITY AND FAMILY CELEBRATIONS

To secure a booking, a cleared deposit payment of £350 is required. On our written confirmation that your booking is secured and numbers/prices/date agreed, a contract between us will be formed, on these Standard Terms and Conditions and you will be formally bound by the provisions of these standard terms and conditions.

## **Catering services**

We will supply the catering services for the event on the date set out in our confirmation of booking. You will pay the price at the times stated in this contract.

We shall provide the catering services:

- In accordance with food catering industry standards for hygiene and general cleanliness concerning:
  - The preparation or cooking of food; and
  - The handling and service of food, beverages, utensils and tableware; and
  - In compliance with statutory and regulatory requirements affecting the preparation, cooking, handling and service of food.

## **Prices quoted and guest numbers**

Prices quoted are valid for the number of guests attending in the written quotation to you. An increase or decrease in the prospective or actual numbers attending your event may affect (i) menu price per head (ii) overall waiting and equipment prices. As a guide, any fluctuation of less than 10 guests on the original price quoted will not affect the price per head, with any decrease in numbers in excess of 10 attracting a surcharge in the price per head. All prices are quoted inclusive of applicable VAT.

## **Final number of guests**

Final number of guests must be confirmed by letter or email, a minimum of 30 days prior to the event taking place. The number of guests confirmed at this time will be the minimum number of guests that you will be charged for. We will make every effort to accommodate requests for an increase in numbers at short notice.

# Invicta Food Design

## Payment terms

As many costs are incurred on your behalf prior to the event date, Invicta Food Design has the following payment terms:

- A non-refundable deposit of £350 is required immediately to confirm your event.
- A second non-refundable deposit, based on a minimum of 25% of total quotation costs, is required 4 weeks after your confirmation deposit.
- Depending on the timescale between booking and function date, a third payment will be due of a further 25% of anticipated costs six months before the function date.
- A final checklist will be forwarded for completion 8 weeks prior to the event, requesting final numbers, dietary requirements and confirmation of the services we are providing. We ask you to complete and return this checklist within 30 days of the event.
- On receipt of your completed checklist and final number of guests, we will prepare and forward a final invoice based on the information given. If we receive this any later than 21 days prior to the event, we may not be able to provide the services in full. If so, we will not be liable for any failure to perform the services in full arising as a result of your delay in returning the checklist to us.
- Final full payment (cleared funds) will be required 21 days in advance of the event taking place. This payment will be based on the final number of guests confirmed 30 days prior to the event.
- **PLEASE NOTE, if you cancel within 21 days of the event, we will still require payment in full as set out in our cancellation policy. However we will endeavour to accommodate any last minute additions notified after we have received your checklist. Any additional expenses such as an increase in numbers or additional equipment required will be invoiced after the event and payable within 7 days.**
- **Outstanding accounts of 30 days will incur interest at 2% above The Bank of England Base rate of the total due.**

## Cancellation of booking

In the instance that you need to cancel your event, the following conditions will apply

- All cancellations must be made in writing or by email.
- Should you decide to cancel the booking subsequent to paying a deposit, no deposit will be returned regardless of the reasons you decide to cancel the booking.
- Subsequent to you paying a deposit, should you decide to cancel the booking for any reason whatsoever, less than 90 days prior to the planned event date, payments totalling 50% of the anticipated invoice total must be paid. For cancellation within 21 days up to the day of the function, 100% of the balance is payable and non-refundable, regardless of the reason for cancellation
- If a Client cancels a booking after confirmation, any liability to sub-contractors or costs or expenses incurred by Invicta Food design will be charged to the client.

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## **Cancellation of booking (continued...)**

- Where circumstances beyond Invicta Food Designs control prevent us from fulfilling any obligations, Invicta Food Design will, by notice in writing or email to the Client, terminate the Contract and return to the Client any balance of the payment on account remaining after settlement of all or any costs, expenses or liabilities howsoever incurred in respect of the proposed provision of the services.
- We recommend that you take out event insurance to cover your costs if you need to cancel the booking within 21 days or are unable to make the event on the day for any reason

## **Staff costs**

The price that you have been quoted for your particular event includes the cost of staff as specified. However, your attention is drawn to the following: We will agree with you a planned dining time which includes a degree of flexibility, in as much as we are pleased to accommodate a later starting time of up to half an hour from the original agreed start time. A later start time will encounter staffing costs of £10 per hour or part hour per member of staff on duty.

Wedding packages, anticipating starter, main course, dessert and coffee together with champagne toast and cake cutting, are calculated on the basis of a complete period of two and a half hours from the agreed "sit-down" time to the start of table clearance, including speeches. Any extension of this time will encounter staffing costs of £10 per hour or part hour per member of staff on duty. This is simply the cost of additional staffing time, including but not limited to, an occasion when a Client books an event to start at 5pm, and in the final analysis does not start until 7pm, perhaps where run on, or with very, very long speeches which contain slide shows or videos. In these instances, the whole period of food service is extended beyond our control and planned costs.

## **Bar services**

Please note quotations for providing bar services include the bar staff & equipment only. All cases/boxes of alcohol should be transported to within 3m from the bar service area and staff will not be expected to carry heavy boxes from storage areas to the bar area itself.

## **Cash bars**

Please be aware that in accordance with the local licensing authority, Invicta Food Design staff are trained to implement the CHALLENGE 21 policy, whereby guests over the age of 18 but under 21 will be required to show ID if requested by our staff. Please note, the "CHALLENGE" is entirely at our discretion and guests who cannot produce the required ID on request will not be served. We thank you for understanding and co-operation in this matter

# Invicta Food Design

## **Excess food**

PLEASE NOTE, it is our standard practise to remove all leftover food from site, unless by specific and prior agreement. This is in the interest of Food Safety, and once we are off site we can have no control over the safe storage of said leftover foodstuffs, and therefore will have no liability for any consequential incidences of food poisoning or other incidences. By signing this document you indemnify us in respect of al liability, claims and damages which may arise should you wish leftover food to be left on site.

## **Table linen**

PLEASE NOTE – tablecloths, particularly round table cloths are very expensive to replace at £50 each. Therefore we strongly recommend that you do NOT use any kind of candles and/or naked flames as table decorations. Problems have arisen in the past from wax on cloths that cannot be removed. The same applies to FRESH PETALS, as the colour can often run into the linen. Dried petals are usually safe.

## **Children**

If children are to be present at the event, you should ensure that there are sufficient number of adults present to properly supervise them and take care of them. You acknowledge that childcare is not the responsibility of Invicta Food Design

## **Damage/loss of equipment**

You will be notified in writing, usually within 48 hours of the event taking place, of any table linen damaged (caused by burns, candle wax or petal staining etc.) or substantial glass losses/breakages (exceeding 10) and invoiced post event.

**PLEASE NOTE**, any broken/missing glassware is charged at £1.00 per glass, and linen cloths at full replacement cost, IRO £50.00), so it is therefore important you take this into account when planning your table decorations.

## **Catering tents**

It is the responsibility of the client to ensure that an adequate area or catering tent with sufficient power, water supply and trestle tables for food preparation and plate clearance are made readily available and located within the food service area, we will of course consult and advise on this.

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## **Rubbish removal**

It is our standard practice to remove any food waste or packaging from site. Any empty bottles/cans resulting from the **purchase of a drinks package** will also be removed as a matter of course, however, empty bottles/cans resulting from clients own purchase of drinks will not be removed from site unless specifically agreed beforehand. Any waste removal will be chargeable pending the quantities involved

## **Wedding cakes**

We are more than happy to cut any cake provided and distribute it to your guests with an evening buffet supplied by us. However, any efforts that we make in this respect are those of goodwill and therefore we cannot accept any liability as to how the cake cuts. Please note however that construction of individual cake boxes and subsequent cake cutting to size and packing into cake boxes is not covered in our service and would be a chargeable extra.

## **Spillages**

In the event of any spillages of food or drink either directly or indirectly by our staff causing marking or staining to any garment worn by your guests, we will be pleased to cover any dry cleaning charges paid out by your guests to clean said garments as a gesture of goodwill. However, in the event that dry cleaning is not sufficient to remove any permanent staining, we cannot under any circumstances be held responsible for the replacement of said garments and would respectfully suggest that this is claimed for on the individual's household insurance.

## **Equipment collection**

Whenever possible, it will be agreed prior to the event that items of equipment e.g. glassware, linen etc. may be left on site after our staff have left, to be collected in the following days. A collection charge will apply which may be costed into the original quotation. If, during the function, it is a Client's express wish that items of equipment remain, or through no fault of our own, heavier items of equipment cannot be removed for safety reasons, a collection charge will be made and invoiced after the event. Equipment can be returned to our premises free of charge.

## **Barbeques and Spit Roasts**

With prior notice, we can take precautions against possible oil/grease marks on patios and decking areas by using matting. However, it should be noted that we cannot accept liability for any damage caused.

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## **Sub-contracting**

We can allow others (either in our place or together with us) to provide the catering services. If others perform the catering services we will continue to be responsible for the performance of the catering services and our obligations under this contract.

## **Contacting each other**

If you wish to send us any notice or letter then you should send it to [info@invictafooddesign.com](mailto:info@invictafooddesign.com) for the attention of Steve Clark. If we wish to send you a letter or notice, we shall use the address or email you have given on the contact form.

## **Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

## **Force majeure**

We shall not have any liability to you under this contract or be deemed to be in breach of it for any delays or failures in performance of this contract which result from circumstances beyond our reasonable control including bad weather, interruptions to power supplies, acts of God, terrorist activities, fire, epidemic, civil disturbance, natural disaster, governmental or regulatory action, and similar events outside our reasonable control. If such an event occurs, which impacts on our ability to provide the services as agreed, we will promptly notify you.

## **Law and jurisdiction**

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.

I/We the undersigned agree to the terms and conditions as stated

Signature.....Date.....

PRINT NAME.....

(Please keep one copy for your records and return the 2<sup>nd</sup> copy with your deposit)