



Eat Me

Terms of trade

1 Interpretation

1.1 In these Conditions

"Client" means the person(s) for whom Eat Me Events & Catering has agreed to provide the Service in accordance with these Terms;

"Contract" means contract for the provision of the Service as evidenced in these Terms and the Letter;

"Letter" means the booking form sent to the Client;

"Eat Me Events & Catering" means Eat Me Events Limited. "Eat Me" or "Eat Me Events" may be names used in these terms and/or generally.

The Service means the eating services to be provided by Eat Me Events Limited for the Client as detailed in the Letter;

1.2 The headings in these Terms are for convenience only and shall not affect their interpretation.

2 Supply of the Service

2.1 Eat Me shall provide the Service to the Client subject to these Terms. Any changes or additions to the Service or these terms must be agreed in writing by Eat Me and the Client.

2.2 The Service shall be provided in accordance with the Letter, subject to these Terms.

2.3 Eat Me shall provide the service with professional care and shall fully comply with the venues terms & conditions of usage as notified to Eat Me (if applicable).

3 Charges

3.1 Subject to any special terms agreed, the Client shall pay Eat Me's charges at the rate and in the manner set out in the Letter, any additional sums which are agreed between Eat Me and the Client for the provision of the Service or which are reasonably required as a result of the Client's instructions or lack of instructions.

3.2 The client will be charged the applicable rate of tax for all services rendered as determined by the concerned government body.

3.3 Any adjustments to the menu by the client may mean additional charges to the agreed total.

3.4 Final guest count must be given thirty days prior to an event. If no guest count has been given, it will be based on the number of guests given at the quote stage.

3.5 Additional guests notified to Eat Me after the final guest count may be subject to extra charges by Eat Me and will be charged accordingly.

3.6 If there are less guests attending on the day than the agreed final guest count, the client will still be liable for the



additional meals provided and will be charged accordingly.

- 3.7 If payment is not made on the due date, Eat Me shall be entitled, without limiting any other rights they may have, to apply a penalty charge on the outstanding amount (both before and after any judgment) at the rate of £50 per day from the due date until the outstanding amount is paid in full.

4 Liability

- 4.1 Eat Me shall have no liability to the Client for any loss, damage, costs expenses or other claims for compensation arising from any instructions supplied by the Client which are incomplete, incorrect or inaccurate, or arising from their late arrival or non- arrival, or any other fault of the Client.
- 4.2 Eat Me shall not be liable to the Client or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Eat Me's obligations in relation to the Service, if the delay or failure was due to any cause beyond Eat Me's reasonable control.
- 4.3 Eat Me's entire liability under or in connection with the Contract shall not exceed the amount of Eat Me's charges for the provision of the Service, except as expressed provided in these terms of trade.

5 Equipment Hire

- 5.1 Where Eat Me has been requested to arrange the hire of any equipment Eat Me does so as the agent of the Client. If a venue does not have appropriate equipment for Eat Me to provide it's service, Eat Me will arrange for the appropriate equipment to be hired in on the clients behalf.
- 5.2 The Client is wholly responsible for all equipment hired by Eat Me at the Client's request from the time of delivery until collection.
It is recommended that the Client ensure that all such equipment is adequately insured. Any breakages, loss or damage however caused unless through the negligence of Eat Me will be charged to the Client at full replacement cost.
- 5.3 All equipment hired on the Client's behalf will be subject to the supplier's terms and conditions of business.
- 5.4 All invoices or other amounts due to equipment suppliers may be settled directly by the Client. If this is the case it will be outlined in our letter to you.

6 Staff Hire

- 6.1 Where Eat Me has been requested to arrange waiting or other staff for the Client, they do so as the agent of the Client.
- 6.2 Although Eat Me has some preferred staff teams, Eat Me has no contractual relationship with any such staff and bears no responsibility for their actions/work.
- 6.3 If there is an extension beyond the prior agreed time of working hours, the client will be charged accordingly
- 6.4 Some invoices or other amounts due to waiting or other staff may be settled directly by the Client. If this is the case it will be outlined in our letter to you.



7 Payment terms

7.1 Our general payment terms are the following (unless otherwise stated on your booking form):

TIMESCALE OF PAYMENT

These are our general payment terms

| <u>TIME OF PAYMENT</u> | <u>CHARGE</u> |
|--|--|
| a) Upon acceptance of booking form | £2000 booking fee (non-refundable) |
| b) No less than 28 days before the event | Remaining balance due based on final numbers |

7.2 Other payment terms may apply to your event; we will outline the payment terms in our booking form to you, the client.

8 Cancellation & amendments

8.1 Any cancellation of an event by the Client must be notified to Eat Me in writing.

8.2 In the event of cancellation the following charges will apply:

TIME OF CANCELLATION CHARGE

In the event of cancellation the following charges apply

| <u>TIME OF CANCELLATION</u> | <u>CHARGE</u> |
|---|--|
| a) More than 180 days before the event | Loss of booking fee |
| b) More than 28 days or less than 180 days before the event | 50% of quoted price (including booking fee) |
| c) 28 or less than 28 days before the event | 100% of quoted price (including booking fee) |

Either party may (without limiting any other remedy) at any time terminate the Contract by giving written notice to the other if the other goes into liquidation, becomes bankrupt, makes a voluntary arrangement with its creditors or has a receiver or administrator appointed.

Either party may cancel the event by giving notice in writing before the event is due to take place. Cancellation charges would still apply in any instance of cancellation by client.

8.3 Force Majeure – Eat Me shall not be liable for any failure of providing the service of this agreement for such failure

- a) beyond the reasonable control of Eat Me
- b) materially affects the performance of any of its obligations under the contract, and
- c) could not reasonable have been foreseen or provided against, but

will not be excused for failure or delay in resulting from only general economic conditions or other general market effects.

9. Law

9.1 The Contract shall be governed by and construed in accordance with English Law.