

## **Standard Terms and Conditions of JW's HolySmoke LTD**

### **Confirmation of Booking**

To secure a booking, a cleared deposit payment of 50% (payable to JW's HolySmoke Ltd, 60-83-71, 31617582 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. The remaining balance is the required 14 days prior to the event, failure in this may result in the booking being cancelled and no refund given.

### **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, and in compliance with statutory and regulatory requirements affecting the preparation, cooking, handling and service of food.

### **Food Selection**

Final menu, number of dishes and dietary requirements are to be made upon payment of final balance. Should amendments need to be made within 14 days, we may add an additional charge should any stock be lost or considered unusable.

### **Cancellation of Booking**

Should you decide to cancel the booking after paying a deposit, no deposit will be returned regardless of the reasons you decide to cancel the booking. After you paying a deposit, should you decide to cancel the booking for any reason whatsoever within 14 days up to the day of the function, 100% of the balance is payable and non-refundable, regardless of the reason for cancellation. We recommend that you take out event insurance to cover your costs if you need to cancel the booking within 14 days or are unable to make the event on the day for any reason.

### **Prices Quoted and Guest Numbers**

Prices quoted are valid for the number of guests attending in the written quotation to you. All prices are quoted exclusive of applicable VAT.

### **Final Number of Guests**

Final number of guests must be confirmed by letter or e-mail, a minimum of fourteen days prior to the event taking place. The number of guests confirmed at this time will be the 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 and increase in costing is to be paid at the time of confirmation.

### **Staff Costs**

The price that you have been quoted for your 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 £12.00 per hour or part hour per member of staff on duty.

Packages are calculated based on a complete period of two and a half hours from the agreed start times (unless a longer period has been agreed). Any extension of this time will encounter staffing costs of £12.00 per hour or part hour per member of staff on duty. This is simply the cost of additional staffing time. We require a minimum of 1 and 1/2 hours prior to start time to allow for set up and food preparation. This time is included in cost of the event.

### **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 agreeing to this document, you indemnify us in respect of all liability, claims and damages which may arise should you wish leftover food to be left on site.

### **Children**

If children are to be present at the event, you should ensure that there are enough number of adults present to properly supervise them and take care of them. Although we ensure every safety measure is followed, it is your responsibility for the safety of your guests. You acknowledge that childcare is not the responsibility of JW's HolySmoke Ltd.

### **Damage/Loss of Equipment**

You will be notified in writing within 48 hours of the event taking place of any damaged caused to any property belonging to JW's HolySmoke Ltd that has been caused by any guest or member of public and invoiced post event.

### **Rubbish Removal**

It is our standard practice to remove any food waste or packaging from site.

### **Spillages**

In the event of any spillages of food 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, if 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 Set Up**

We require a minimum area of 3 metres x 3 metres to set up. This needs to be located outside due the fumes emitted from the barbeque. We require a minimum time of 1 and ½ hours prior to start time to set up and begin food preparation. We take every precaution against possible oil/grease marks on patios and decking areas by using foam matting or tarpaulin. However, it should be noted that we cannot accept liability for any damage caused.

### **Limitation on our Liability to you**

Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the damage was due to a negligent act or omission by us. In no event shall our liability (except in the case of death or personal injury caused by our negligence) exceed the greater of £10,000,000 or the sums paid by you under this contract.

**Limitation and Exclusion of Liability for Personal Injury and Death**

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.

When a booking is confirmed, and deposit is paid, you agree to the terms and conditions as stated in this document.

(A copy can be provided upon request)