



## Terms & Conditions

### Provision of Private Chef and Catering Services (Sep 2020)

#### DEFINITIONS

In these Terms and Conditions, the following expressions shall have the following meanings:

- 1.1. "Additional Services" means any additional services Bistro Mirey may agree to provide to the Customer in accordance with Clause 7 of these Terms and Conditions.
- 1.2. "Services" means the private chef and catering services agreed to be provided to the Customer in the relevant fee quote and invoice together with any Additional Services to be provided to the Customer by Bistro Mirey but excludes transportation costs.
- 1.3. "Customer" means the customer named in the booking request form.
- 1.4. "Service Date" and "Service Time" respectively mean the date and time the Customer booked for the services to be provided.
- 1.5. "Estimate" means any estimate or quote issued to the Customer detailing the Services, the Price, Additional Services and any additional costs.
- 1.6. "Bistro Mirey" means Bistro Mirey partnership whose partners are Gerald Mirey and Ko Ito and does not include any other businesses.
- 1.7. "Invoice" means any invoice issued to the Customer detailing the Services, the Price, Additional Services and any additional Costs.
- 1.8. "Order" means the order from the Customer to Bistro Mirey.
- 1.9. "Price" means the price to be paid by the Customer to Bistro Mirey for the Services as specified in the Invoice or Estimate.
- 1.10. "Premises" means the premises specified in the booking request at which the Services are to be provided.
- 1.11. "Terms and Conditions" means the terms and conditions set out in this document which apply to Services provided by Bistro Mirey.
- 1.12. "We" or 'Our' refers to Bistro Mirey.

#### INFORMATION ABOUT BISTRO MIREY

2.1. Bistro Mirey operates the website [www.bistromirey.com](http://www.bistromirey.com). Bistro Mirey is a partnership whose partners are Gerald Mirey and Ko Ito. To contact Bistro Mirey, please email us at [info@bistromirey.com](mailto:info@bistromirey.com) or telephone us on 07884363266 or 07900930073.

#### PRIVATE CHEF/CATERING SERVICES

- 3.1. A minimum order value for the Services is £200 per booking. This excludes the transportation costs (see Delivery section).
- 3.2. Any rates, prices and discounts stated on our website, lists, newsletters, advertisements and other documents issued by Bistro Mirey are subject to variation at any time without prior notice.
- 3.3. All booking requests and orders must be placed via the online booking enquiry form or via email at [info@bistromirey.com](mailto:info@bistromirey.com)
- 3.4. We do not accept telephone booking or orders or provide verbal estimates.
- 3.5. We reserve the right to refuse the booking when full booking capacity has been met or if it does not meet the minimum booking conditions.
- 3.6. The booking must be finalised with full details and paid for at least 7 calendar days before the requested Service Date. We reserve the right to refuse any booking beyond this date.
- 3.7. Any request for menu choices change must be made by 72 hours prior to the Service Time via email only.
- 3.8. We may not be able to accept menu choices change after this point and any changes will be up to the sole discretion of Bistro Mirey.
- 3.9. If any of the guests have dietary requirements, these and the severity of the allergy must be emailed before the booking made and order placed. While we will endeavour to cater for any last-minute allergy requirements, it may not be possible to cater for such changes or incur additional charges.
- 3.10. The latest allergens sheet is available on our website and is provided to you prior to the booking

being made. The customer must check the allergens sheet prior to booking.

3.11. In the unlikely event of any missing items from the order or any other discrepancies, we will do our best to rectify the order but, we may refund the relevant cost of the item instead. We reserve the right to refuse refunds for missing items or discrepancies if they are not reported by the Customer during the booked service. Any variation in the ingredients due to the outages of the supplies which do not change the substance of the menu item will not constitute missing items or discrepancies.

## **CANCELLATIONS**

4.1. Cancellation of the booking or the change in the order must be made in writing.

4.2. If the booking is cancelled or the order reduced within 7 days prior to the Service Date, the Customer will be charged in full and no refund will be made.

4.3. If the booking is cancelled or the order reduced more than 7 days prior to the Service Date, the customer will be charged 50% of the gross order value (excluding any discounts) and we will refund the difference.

4.3. Where Bistro Mirey cannot provide the booked Services due to the unforeseen circumstances beyond our control including the requirements for us to self-isolate or stop providing services in line with the government requirements, all booking will be cancelled, and refunds will be provided.

## **DELIVERY & COLLECTION**

5.1. We will expect to arrive at the Premises approximately 4 hours before the Service Time but the specific arrival time will be agreed prior to the Service Date.

5.2. Bistro Mirey will deliver all the ingredients required for the order on the day of the service. Depending on the Order, Bistro Mirey may arrange ingredients and products to be delivered to the customers' Premises directly.

5.3. Transportation cost is charged from DA16 at an hourly rate of £10 per hour and where the congestion charge and parking charges apply, these will be charged at an estimated fee. Any discrepancies in the estimate will not be charged/refunded.

5.4. All the supplied items (including crockeries/cutlery/glassware hired/supplied during the Service) will be collected 2.5 hours after the Service Time unless agreed otherwise.

5.5. Collections after 22:00 will incur additional charges. Charges will be dependent upon booking size and delivery distance.

## **INVOICING & PAYMENT**

6.1. On receipt of a booking enquiry, we will provide you with a Quote for the provision of Services which is valid for 7 days from the date of Quote or up to 7 calendar days prior to the requested Service Date, whichever is the earlier.

6.2. If you wish to accept the Quote and confirm the booking, we will send you an Invoice.

6.3. Full payment is required to confirm the booking for all new customers. This payment can be made via bank transfer, credit or debit card with a third party payment provider such as Stripe. We may update the payment service provider periodically.

6.4. Bistro Mirey reserves the right to release all unpaid/unconfirmed booking slot until full payment is received. In the event that payment is not received after the Invoice payment due date or the 7 days prior to the intended Service Date, we will release the booking slot automatically.

6.5. Any additional services requested following the payment of the initial invoice will be invoiced separately and payment is required prior to the Additional Services being provided.

6.6. In the event that the payment is not received after the Invoice payment due date or by the Service Date, Bistro Mirey reserves the right to suspend commencement of any pending Services until overdue payments are received.

## **ADDITIONAL SERVICES**

7.1. The Customer may submit an email request to Bistro Mirey for the provision of additional services. All additional services are quoted and charged prior to the services being provided.

7.2. Bistro Mirey reserves the right to charge any reasonable cost for any losses or damage to hired item.

7.3. Bistro Mirey may, at its sole discretion, either accept or reject such requests, subject to the Customer's acceptance of a revised Estimate and payment of the additional Invoice for such services.