



Terms & Conditions - for Catering Services to be provided by Rose Kentish Kitchen LTD

The contract will be between the Company and the Customer (stated below and hereinafter referred to as 'Customer', 'you', 'your'). These Terms and Conditions do not affect your statutory rights.

Rose Kentish Kitchen Ltd may update these terms and conditions from time to time.
Prices and Services

1. If the number of guests attending exceeds the numbers originally booked, and we are able to cater for them, we will charge, at the prevailing rate, for the greater number.
2. If the number of guests is less than originally booked, we will still charge for the numbers ordered, unless we are notified in writing more than 5 days before the event date and reduced numbers are agreed. Upon paying your confirmation deposit, you agree to the minimum spend as stipulated on your event proposal sent in email and allowing for a reduction of no more than 10% in the numbers. Prices quoted are based on, but not limited to, the acceptance of that minimum spend.
3. Final numbers of guests should be notified to us in writing no later than 5 days prior to the event. After this time if the numbers increase this can normally be accommodated, but this is not guaranteed and allowances cannot be made if the numbers drop.
4. Unless agreed otherwise in writing the only services that the Company agrees to provide to you are the services specified in your proposal and final worksheet which you have agreed to with payment of the 20% confirmation deposit.
5. Our contract with you for the provision of services will be concluded when the non-transferable deposit is cleared funds in our bank account.
6. The company cannot be held responsible for any damage caused to clients' wedding cakes, when the client asks us to assist with the presentation of it. We do, however, offer a free cake cutting service in the evening as part of the catering package.



Payment

1. All deposits are non-refundable and non-transferable.
2. A 20% deposit is required to be made to us in cleared funds before your booking is confirmed. 10% of this deposit is non-refundable and non-transferable.
3. For larger events a further 30% will be payable 1 month before the event date to take the deposit total to 50%
4. The balance of the agreed event total will be due 48 hours before the event day unless agreed otherwise in writing before the event date.
5. Any additional costs incurred on the event date (eg. should staff be required or requested to stay later than agreed / any additional requests or purchases made on the day etc) will be notified to you the client by a manager at the time and will be invoiced for after the event and payable within 14 days of the invoice.
6. Orders for hire, staff & drinks ONLY must be paid for in full 5 working days before the event date and are non-refundable.
7. Payment can be made preferably by bank transfer into our company bank account, but we also accept cash. We cannot accept cheques or payment cards.
8. If you decide to transfer your event date, the company cancellation charges will apply. We will supply a new proposal for the new date and you will be required to pay a new deposit. See Covid Cancellations for exceptions to this.
9. 20% vat will be applied to every invoice. VAT # 442399674.

Cancellation

Rose Kentish Kitchen Ltd reserves the right to cancel any function or event for any of the following reasons:

- a) If the client or company becomes insolvent or enters into liquidation or receivership.
- b) If the event may prejudice the reputation or cause damage to Rose Kentish Kitchen Ltd.



In any of these situations the company will refund any payments made in advance, where possible but will have no further liability to the client.

The following cancellation charges will be applied, which reflect the costs and expenses we may incur on your behalf as the function date nears, and the reduced time available to us to obtain any alternative bookings:

1. 10% of the deposit is non-refundable, non-transferable regardless of the length of time prior to the event you decide to cancel.
2. Orders for hire, staff & drinks ONLY must be paid for in full 10 working days before the event date and are non-refundable – however we will endeavour to refund some monies where possible.
3. For event cancellations made 1 month before the event date 25% of the event total will be payable.
4. For event cancellations made 10 working days before the event date 50% of the event total will be payable plus any staff charges at 100%.
5. For event cancellations made 5 working days and less before the event date 100% of the event total will be payable. We reserve the right to charge the full event total if cancellation is made after this time but will endeavour to refund where possible.

All cancellations must be confirmed in writing. Only once written cancellation is received will the cancellation become effective.

The client agrees to pay for any loss or damage to any equipment, crockery, cutlery or glassware supplied by the hire company for the event, including any issues caused by the client guests. This includes any damaged linen as a result of the use of candles or wine spillage or felt tip pens. The refundable deposit minus any costs shall be refunded to the client / a separate invoice for damages will be raised after the event once details have been sent through from the hire company as to any damages/breakages .

Covid-19 cancellations / postponements due to unforeseen circumstances

6. **In the event of a date change due to Covid-19 or other exceptional circumstances we will endeavour transfer the full deposit to a new date (this will be decided and confirmed on a case by case basis), as long as the new date has been agreed with us in writing, is at least 2 weeks prior to the original event date and as long as no losses have**



been incurred by the company as a result of the date change. Any losses will be charged for by the company. Any late date changes will be subject to cancellation charges listed below.

7. **Cancelations / postponements made 4 weeks or more prior to an event will be subject to any losses incurred by the company. This includes a minimum shift for all event floor staff (charged at 4 hour minimum shift) and loss of earnings cancellation charges for any prep and event chefs.**
8. **Cancellations / postponements made less than 2 weeks before an event date will incur full staff charges. We will charge only those costs incurred directly by the company and will endeavour to refund where possible.**
9. **Less than 5 working days before an event date – we reserve the right to charge 100% of the event total but will endeavour to refund where possible.**

Force Majeure

a) Rose Kentish Kitchen Ltd shall incur no liability to the client if performance of the contract is prevented or hindered by any case whatsoever beyond Rose Kentish Kitchen Ltd's control and in particular but without prejudice to the generality of the foregoing, by act of fire, flood, subsidence, sabotage, accident, strike, or lockdown and shall not be liable for any loss or damage resulting there from suffered by the client.

Menus & Pricing

1. Whilst every effort will be made to ensure the accuracy of quotations and menus provided, prices quoted depend on current market prices and availability. The Company reserves the right to charge more for the food to be provided and / or for labour in the event that the cost of such items increases between the time of confirmation of the event and the time of the event. In this case the price increase will only be the amount of additional cost directly incurred by the Company and any price change will be notified to you in writing as soon as possible, and in any case, prior to the event.
2. All food which is not consumed within two hours at room temperature should be disposed of. Any person subsequently consuming food, or taking food home for consumption, does so at their own risk. The company cannot accept responsibility for



food consumed otherwise than at the location at which the food is supplied, or after the initial two-hour period.

3. Food Allergies & Intolerances: Please note that all of our food may contain allergenic ingredients. Special diets for food allergies will be catered for only if they have been arranged prior to your event and confirmed in writing. If you wish to know more about our ingredients, please make your enquiries via email to rosekentish@gmail.com. Please note that we work with allergenic ingredients in our kitchen and whilst we can cater for special diets for people with food allergies, we cannot guarantee that their meals will not contain traces of allergenic ingredients.

Limitation of liability

1. Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the contract package price and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us. This does not include or limit in any way our liability:
 - (a) for death or personal injury caused by our negligence;
 - (b) under section 2(3) of the Consumer Protection Act 1987;
 - (c) for fraud or fraudulent misrepresentation; or
 - (d) for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us.
 - (e) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
2. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us including but not limited to:
 - (a) loss of income or revenue;
 - (b) loss of business;
 - (c) loss of profits or contracts;
 - (d) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Equipment



1. Any equipment or hire items lost or damaged by you or any guest will be charged at the full replacement cost.

Labour

1. The Company reserves the right to charge (including for any applicable increased or overtime rates) more for staffing costs should any function run on longer than initially planned or detailed in the final event worksheet through no fault of the Company or the caterers.

Corkage

1. We do not charge corkage fee for any drinks you wish to supply

Insurance

1. It is strongly recommended that clients arrange adequate Event & Cancellation insurance to protect against cancellation, costs, damage, public liability.
2. The company has full public liability insurance. Documents provided on request.

Contact

Please feel free to contact us for further information: rosekentish@gmail.com / 07946505418

Limitation of Liability and indemnity

The company shall not be liable for events beyond its control or consequential loss or damage, and the Companies maximum liability (whether in Contract Tort or otherwise) shall not exceed the price paid for the services and the Customer shall indemnify the Company in respect of and loss or damage to the company or its property that is caused by the Customer.

Miscellaneous

These Terms and Conditions shall be governed by the Laws of England and Wales and the parties submit to the jurisdiction of the courts of England And Wales.

Rose Kentish Kitchen LTD reserves 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 which are available on www.rosekentishkitchen.com

Registered office address: Finsbury House, New Street, Chipping Norton, Oxfordshire, United Kingdom, OX7 5LL

Rose Kentish: Director