

# REAL COOKING

## EVENT CATERERS

In these terms and conditions "Real Cooking" means Dan McEvoy trading as www.Real Cooking.co.uk Ltd and the client means the person or company booking the event.

### **Quotations**

Written quotations are valid for 3 months from the date of quotation and may be subject to change following a site visit or further information gathering. All quotations contain fixed costs which if the final number of guests is less than originally quoted for the original price is charged.

### **Confirmation**

All bookings should be confirmed by signing and returning the confirmation of order form along with the deposit (see below). Verbal confirmation will be taken as acceptance of Real Cooking's terms and conditions.

### **Menu Prices and Numbers**

Menu prices quoted by Real Cooking are prepared on the basis of specific numbers of guests; and are subject to a minimum of 8 guests. All prices are based on costs prevailing at the time of quotation and are conditional upon market availability. Prices are subject to variation in the event of changes to numbers of guests. Confirmation of final numbers must be given not later than 5 working days prior to the event, after which time any decrease in numbers cannot be accepted and the full charge will be made. Real Cooking will notify the client promptly of any price changes or variations to the quotation.

### **Final Numbers**

Invoices are based on the final numbers confirmed not later than 5 working days before the function, or on the numbers catered for, should this be higher. Should the numbers decrease within 5 working days the higher, original figure will be charged for. Should the numbers rise during this time, we reserve the right to charge a rebooking charge. This fee will be calculated on a 15% charge on all costs relating to the increase, i.e. staff, food, drinks and equipment. This is to take into account additional ordering and kitchen time and any penalties levied by our subcontractors.

### **Deposit**

A deposit of 50% of the quoted price is due no later than 30 days prior to the event, or as soon as the booking is made, whichever is closest to the event date. All deposits are non refundable. Payment may be made by sterling cheque or by electronic bank transfer to Real Cooking's account.

### **Cancellation**

Any cancellation of an event must be in writing. In the event of a confirmed booking being cancelled, the following charges will apply:

Within 14 days of the event	50% of the quoted price
Within 7 days of the event	75% of the quoted price
Within 4 days of the event	100% of the quoted price

Any liability to subcontractors or other direct loss incurred on behalf of the client will be charged to the client.

### **Final Invoice**

The final invoice will be sent after the event, and is payable within 7 days of the date of issue. Payment may be made by sterling cheque or direct bank account transfer to Real Cooking's bank account. Real Cooking reserves the right to charge interest at 8% above base rate per annum or the monthly equivalent on all outstanding balances.

### **Loss or Damage**

Except in the case of the negligent or wilful conduct of Real Cooking, its employees or agents, Real Cooking accepts no liability for the loss caused by Real Cooking's failure to perform its obligations. The client is responsible for any loss or damage to hired equipment, from the time of delivery until collection by Real Cooking, or its sub contractor, or returned by the Client. Any losses or breakages will be charged to the Client at full replacement cost. The Client should, in his own interest, ensure that all equipment is insured.

### **Complaints**

Any complaints shall be made promptly in any event must be received at Real Cooking's address in writing not more than 7 days from the date of the event concerned.

**Beverages**

All unopened and undamaged wines, spirits and soft drinks (except non-stock items and fresh fruit juices) are provided on a sale or return basis. Real Cooking does not charge corkage, but charges £15 per 5 cases of wine (60 bottles) for handling and disposal of empty bottles and £1 per case per day for the storage of the Client's own drinks.

**Tasting**

All food and labour costs incurred in arranging food and wine tastings on behalf of the Client will be fully charged to the Client. Where Real Cooking is engaged for more than 100 guests, these costs will be credited in the final invoice.

**Delivery**

Any time or date stated by the Company for the delivery or removal of goods required in the provision of services is an estimate only and shall not be an essential term of the contract. Delivery and collection will be attempted to all reasonable areas at the venue or facility. However should the access be restricted or additional time, personnel or facilities required, any additional costs will be passed on to the client.

**Wine**

Are subject to market availability, and vintages and prices may be altered.

**Late finishes**

Any taxi charges to get staff home safely after 11pm will be passed on at cost. We endeavour to keep this to a minimum, but this is for the safety of our staff, many of whom are young and female.

**Force Majeure**

No liability is accepted by Real Cooking for failure of performance due to strike, lockout, hostilities or any other circumstances outside the control of Real Cooking.