

## **Eden Events - Terms and Conditions**

For clients holding a credit account



These terms and conditions are for orders supplied by Eden's Events division to clients who do hold a credit account with the company.

- 1) **Definitions:** In these Terms and Conditions, 'Eden' means Eden Caterers Ltd; 'the Client' means the person, firm or company making the Booking, and 'the Booking' means the function specified in the Quotation in regard to which Eden is providing certain goods and/or services; 'the Quotation' means Eden's aggregate quotation of price for each element of the Booking as set out in the quote provided to the Client based on the estimated number of persons who will be attending the Booking; 'Terms and Conditions' means the standard terms and conditions set out in this document and includes any special terms and conditions agreed in writing between the Client and Eden.
- 2) Quotations are valid for two months from the date the Quotation is given to the Client, unless withdrawn by written notice by Eden prior to the Client's acceptance of it in writing.
- 3) **Confirmation.** No booking shall be deemed to be accepted by Eden unless and until confirmed in writing by the Client. The Client's written confirmation or, if required, payment of a deposit, will confirm acceptance both of the Quotation and of these Terms and Conditions.
- 4) **Third party arrangements.** When a function is arranged on behalf of the Client by a third party, written acceptance from the Client of the Quotation (including agreement to pay the deposit and final invoice) must be provided to Eden.
- 5) **Numbers.** All prices quoted are for a specific number of guests, and any change in numbers or dietary requirements will affect the overall price contained in the Quotation (which may be amended by Eden to reflect any such changes). Confirmation of final minimum numbers and dietary requirements must be given at least five working days prior to the date of the event, after which time any decrease in numbers cannot be accepted and the full charge will be made. If the number or dietary requirements of persons who attend is more than the number notified or changed (as appropriate) the Client will be charged for each such additional guest or change in dietary requirement at a price per head included in the Quotation.
- 6) **Variations.** The price or contents of menus, decorations, or any other element of the booking that Eden shall supply is subject to market availability. Any alteration in price or content of a specific element will be notified to the Client. Eden cannot be held responsible for any variations or alterations and has the right to increase the price of the Booking to reflect any increase to it in the cost of performing the Booking, which is beyond its control. In such event the Client may as soon as practicable on receipt of notice give notice in writing to renegotiate the provision of the specific element of the Booking for which the cost has been increased. The aforementioned right of the Client in no way gives it the right to cancel the Booking.

## Eden Terms and Conditions (continued)

7) Equipment. The service equipment (crookery, cutlery, glasses, linen etc) hired to the Client will generally be one of the specified styles used and quoted for by Eden. These are however subject to availability and substitutes may have to be made. Requests for variations from Eden's specified styles will incur surcharges.

8) Payments due before the Event Date.

For orders with a net of VAT value less than £4000 no deposit is due.

For orders over £4000 in value a deposit is due with order, and always a minimum of 7 working days before the delivery date, equivalent to the order value exceeding £4000 or £1000 whichever is the greater.

If the Client fails to pay the deposits according to the payment schedule, Eden shall be entitled to either:

a) Cancel the Booking and charge the client in accordance with clause 11 or

b) Require the full balance to be paid a minimum of 7 working days prior to the event date.

Eden reserves the right, at its sole discretion, to require the balance to be paid in full with order or 14 days prior to the event date, whichever is later.

Any booking made by an organisation or individual based outside the UK will be subject to the above deposit terms and in addition to pay the full balance no less than 7 working days prior to the event date or with order whichever is the later.

9) Payments due after the Event. Payment of any balance or for any additional post-event invoice is due no later than 14 days after the event date and/or receipt of the additional invoice.

10) VAT at the current rate of the place of the services contained in the Quotation is payable on all sums due in accordance with the Terms and Conditions.

11) Cancellation or Amendment. If a Booking is cancelled, or a proportion of the Booking is cancelled or amended, after the Client has confirmed it, the Client will be liable for that proportion of the sale value as detailed in Schedule I.

12) Instructions. The Client shall be responsible to Eden for ensuring the accuracy of the terms of any order submitted by the Client, and for giving Eden any necessary information relating to the Booking within sufficient time to enable Eden to perform the Quotation.

13) Food Safety. Eden cannot be held responsible for the safety of any food supplied directly by the Client and served by Eden.

Following our delivery to you, we recommend that high risk food held at ambient temperature is consumed within two hours. This is a qualitative and food safety recommendation.

High risk food held at ambient temperature for more than two hours should be thrown away. We cannot take responsibility for the safety of food delivered by us which has been out of refrigeration for more than two hours.

14) Property. Eden shall not be held liable for loss, theft or damage to any of the Client's or the Client's guests' property during the Booking unless such loss, theft or damage is as a result of any wilful act or neglect of Eden or any of its employees.

## **Eden Terms and Conditions (continued)**

15) Loss or Damage. The Client is wholly responsible for all equipment supplied by Eden for the purposes of the Booking from the time of delivery to the Client or the venue until it is collected. The Client must ensure that the equipment is sufficiently insured, and Eden may call for evidence of such insurance from time to time. Risk of any damage to or loss of the equipment shall pass to the Client on delivery. Ownership of the equipment delivered shall not pass to the Client. The client will be responsible for any loss or damage caused by the Client's representatives or guests to property owned or hired by Eden, provided that the Client shall not be liable (as the case may be) for any loss or damage insofar as such loss or damage is caused or contributed to by any wilful act, default of negligence by or on the part of Eden or any of its employees.

16) Force Majeure. Neither party shall be liable to the other for any delay or non-performance of its obligations under these Terms and Conditions arising from any cause beyond its reasonable control including, without limitation, any of the following: Act of God, Governmental act, war, fire, flood, explosion or civil commotion. If at any time before the date of the Booking, the Booking is prevented from taking place in its entirety because of any such cause, Eden will refund all monies paid by the client to Eden in respect of the relevant Booking save for monies that Eden is not able, using reasonable endeavours (but at the Client's expense) to recover from any third party property paid in connection with the relevant Booking and with Eden being willing to enter into negotiations with the Client in respect hereof) any other expenses reasonably incurred in relation to the relevant Booking up to the date of any such cause.

17) Limitation of liability. Subject to the express provisions of these Terms and Conditions Eden nor the Client shall be liable for any indirect loss or consequential loss howsoever caused by their failure to perform their obligations under these Terms and Conditions.

18) Death or personal liability. Nothing in these Terms and Conditions shall operate to limit the liability of Eden for death or any personal injury caused by its negligence.

19) Waiver. No waiver by Eden of any breach of the contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.

20) Data Protection/Privacy. Eden shall not use, copy, adapt, disclose or part with possession of any business, employee, customer or guest information or data of or relating to the Client which is disclosed directly as a result of these Terms and Conditions or disclose to any third party the details and contents of these Terms and Conditions except as strictly necessary to perform its obligations or exercise its rights under these Terms and Conditions or with the written consent of the Client.

21) Insurance. Eden shall maintain with a reputable insurance company appropriate insurance policies in relation to the risks involved under these Terms and Conditions, including Employer's Liability Insurance and Public Liability Insurance. Upon the Client's request Eden shall provide the Client with copies of such policies.

22) Entire Agreement. These Terms and Conditions and any documents referred to herein, set out the entire agreement and understanding between the parties and supersede all previous agreements between the parties relating to the subject matter hereof.

## Eden Terms and Conditions (continued)

23) Severance. If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.

24) Assignment. These Terms and Conditions shall not be assigned by either party without the prior written consent of the other.

25) Law of the contract. The contract which incorporates these Terms and Conditions shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.

26) Photography. Eden reserves the right to use photography from the event and details of the event brief, menus and responses in our marketing material.

27) Waiting Staff. Waiting staff hired for an event cannot be expected to move heavy furniture. Porters can be hired for this purpose if required.

28) Complaints. Any complaint must be brought to a manager's attention during the course of the event or within 24 hours of the event concerned, as well as in writing not more than 48 hours after the event has taken place.

29) Sale or Return. The company will accept the return and re-imburement of the purchase price of the company's House red and white wine purchased by the client for a specific event under the following conditions:

a) Wine with undamaged labels.

b) At the company's discretion, a maximum return quantity of 20% of the original value purchased of the wine being returned.

c) Unless the wine is returned by the company's driver in the event clear down, the client to arrange return of the wine to Eden within 48 hours of the event.

d) The company's calculation of the quantity returned is final.

30) Delivery Charges. Deliveries of food to the central London postcodes listed below, during weekday office hours (08:00-17:00) are free of charge. Charges will be made for deliveries outside these times or postcodes.

Postcodes qualifying for Free Delivery: E1, E2, EC1 EC2, EC3, EC4, NI, NW1, SE1, SE11, SE17, SE5, SW1, SW3, SW7, SW8, WI, W2, WC1, WC2, WI, W2, SW1, SE1, SE11, SW7

Equipment deliveries may be subject to separate delivery charges.

31) Tastings. One tasting occasion can be provided at Eden's premises, at a cost of £20 per head payable in advance for up to a maximum of 6 guests. The charge for a tasting will be deducted from the final bill in the event of Eden providing the catering. Any subsequent tasting occasions or a tasting supplied not at Eden's premises will be charged at full cost and will not be refundable.

## **Eden Terms and Conditions (continued)**

32) Hired Staff. Our quotation stipulates a finishing time for all staff. The cost quoted for staff is based on this finishing time. If the event overruns and /or staff are required to work beyond the quoted finishing time, this extra time worked will be chargeable. It cannot be guaranteed that all or any of the staff will be able to work beyond the scheduled time. In addition, if the revised finishing time is later than 11:30pm, taxi fares for the staff finishing later than planned will become chargeable.

## Eden Terms and Conditions (continued)

**Schedule I: Cancellation or Amendment.** In the event of the cancellation or amendment of a Booking, Pursuant to Clause 11 above, the following percentage of the sales value is chargeable:

### **Food**

Food order > £750 net value. Cancellation or amendment within 120 working hours of delivery – 50%

Food order > £750 net value. Cancellation or amendment within 72 working hours of delivery – 100%

Food Order < £750 net value. Normal cancellation terms apply - see website Terms & Conditions

### **Drinks**

Non-alcoholic - Cancellation after 12:00 prior working day of delivery – 100%

Alcoholic - Cancellation within 72 working hours of delivery – 100%

Non House Drinks - purchased especially - Cancellation within 120 working hours of delivery – 100%

### **Staff & Equipment Hire**

Cancellation within 7 working days – 100%

