

## Terms & Conditions

**1** 'The Company' means Purple Potato Catering Ltd also trading as Purple Potato. **2** 'The Client' shall mean any person, body of persons, firm or company that The Company enters into The Contract for the provision of goods and or services. **3** 'The Contract' means any such Contract between The Client and The Company. **4** 'The Price' Shall mean the total amount payable by The Client to The Company for goods and services, including that of Sub-Contractors, specified in The Contract. All prices are quoted inclusive of VAT where applicable. **5** 'The Cost of Goods' means the amount payable under The Contract specifying and relating only to the amount for provision of the food by way of the menu. **6** 'The Service' means any goods or service to The Client as specified in The Contract. **7** 'The Event' means the day or days of The Event as specified in The Contract. **8** 'Sub Contractors' shall mean any service or goods other than that of The Company, supplied by a body, body of persons firm or company under The Contract to The Client. **8.1** 'The Company' accepts no responsibility or liability in respect of any Sub Contractor, the Sub Contractors staff or representative, service or equipment engaged for The Client in any part for damage or loss. **8.2** In the case of suitability The Company will use it's best endeavours to employ a suitable Sub Contractor for the provision of goods and services for The Event. **8.3** In all cases the Sub Contractors Terms and Conditions will apply directly to The Client even when contracted by The Company for the provision of goods and services under The Contract. **9** 'Event Location' Access will be required to The Event Location by The Company, its staff, representatives and Sub Contractors prior to and after The Event for the purpose of setting up and clearing away. **9.1** Should restrictions apply by The Client and their representatives or The Event Location and their representatives to The Company, its staff or representatives or Sub Contractors, in carrying out their obligations under The Contract resulting in delay and subsequent additional cost, this cost will be charged to The Client. **9.2** Should The Company assist The Client in finding an Event Location for The Event, suitability of The Event Location, in all cases, lies with The Client. **9.3** All terms & conditions laid down by The Event Location are the responsibility of The Client with The Company acting on The Clients behalf. The Company, its staff and representatives will at all times endeavour to work accordingly in the best interests of all parties concerned. **10** 'Terms and Conditions' refers to these Terms and Conditions herewith. **11** 'Acceptance' shall mean agreement of The Contract by The Client by verbal or written confirmation or by payment of The Deposit and deemed to constitute unsolicited acceptance of The Terms and Conditions. **12** 'Deposit' On agreement of The Contract, written or otherwise, The Client is liable to immediate payment of The Deposit. This shall be 30% of The Price. **12.1** Should there be a change to The Contract creating an increase to The Price by more than 10%; the full increase will become immediately payable. Where a reduction to The Price applies there will be no proportional refund of The Deposit. This will be taken into account on the final invoice unless the situation occurs as specified in paragraph 16, 16.1 & 16.2. **12.2** Upon prior agreement with The Company and The Client under The Contract, it may be necessary for The Company to increase The Deposit to a sum in excess of 30% of The Price. This should cover higher upfront cost to The Company say in the event of high Sub Contractor or supplier costs. **13** 'Payment' The balance of The Price, or the total amount of an other charge, (see paragraph 17) is payable no later than 30 days of The Event without exception. **14** 'Late Payment' If payment has not been received by thirty days after The Event, The Company reserves the right to charge interest at the rate of 3% over the base rate of National Westminster Bank plc as current at the time payment is due on any outstanding balance. The Company also reserves the right to charge any other reasonable cost incurred in connection with collection of any Late Payment. **15** 'Cancellation' In the event of any situation placed on The Client causing cancellation of The Contract, The Company, without prejudice will levy a cancellation charge to The Client. Cancellation up to 30 days of The Event a charge will be incurred for out of pocket costs to The Company in the case of travel, planning, staff and food. Where money has already been paid by way of a deposit, costs will be deducted from that money prior to a refund to The Client. **15.1** Cancellation between 30 days and one week of The Event will result in The Company charging up to 100% of The Price. The Company will cancel all staff, Sub Contractors and will forward any moneys to The Client from such cancellations. (In the case of Sub Contractors please refer to paragraph 8.3). **15.2** Cancellation of one week or less of The Event, The Client will be accountable for 100% of The Price. The Company will cancel all staff, Sub Contractors and will forward any moneys to The Client from such cancellations but taking into account any additional out of pocket costs or losses (In the case of Sub Contractors please refer to paragraph 7.3). **16** 'Contract Changes' within seven days of The Event. If there is a decrease in Guest numbers there may be no reduction in The Price as provision will already have been made by The Company, Sub Contractor or service provider under The Contract. **16.1** Should a facility or service no longer be required for The Event but already specified in The Contract then cancellation terms will apply as in paragraphs 15, 15.1, 15.2, 15.3 & 16. **16.2** Should an additional facility or service be required not specified within The Contract within seven days of The Event a levy may be charged by The Company or the Sub Contractor for working outside or performing outside of their reasonable working practice in order to provide such facility or service. **17** Damage or Loss. In any event should there be damage or loss to equipment, whether accidental or malicious directly to The Company, Sub Contractor or the Event Location,

The Client will be held responsible. Particular note should be made in the case of hire ware such as glasses etc. All breakages and unreturned equipment will be charged to The Client in full and may be made under separate invoice. Terms then apply as in paragraphs 13 & 14 . **18** 'Other' Where staff are employed beyond 11.30pm they will be entitled a taxi home payable by The Client. On occasion The Company may arrange a mini bus service to allow a number of staff to travel together. This too will be payable by The Client if staff work beyond 11.30pm. A travel allowance may otherwise be payable should another member of staff, using their own vehicle, transport other members of staff home. **18.1** Staff will be required both before and after The Event. This is to assist in setting up and clearing away. The Company will use it's discretion in employing staff to ensure their best practical use and minimise the cost to The Client. **18.2** Should The Event continue beyond The Contract time, staff will be charged at their hourly rate for any hour or part hour thereafter. If this were to take staff beyond 11.30pm they will be charged at time and a half. Terms then apply as in paragraph 18. (It should be noted that staff are booked as per The Contract time and are not always able to be retained beyond this). **18.3** All staff will be charged for a minimum of four hours, including setting up and clearing away. **18.4** Unless in the case of proven gross negligence by The Company or malicious conduct or behaviour, no reimbursement for loss, damage or expense shall be made by The Company to The Client. **18.5** Where if any, liability is accepted, it applies only to that of The Services provided under The Contract. That liability shall be no greater than The Cost of Goods. **18.6** The Company maintains both Public Liability Insurance and Employees Liability insurance. **18.7** It is the responsibility of The Client to obtain insurance to cover, in any event, liability to The Company, Sub Contractors, The Event Location or their Guests. **18.8** The Client remains solely responsible for food left at their request. The Company will otherwise dispose of or remove any left over food.