

TERMS AND CONDITIONS – BLACKBERRY EVENT CATERING

1. Definitions

- a) “Booking” shall mean any agreement between the Client and Blackberry Event Catering for the provision of the Services;
- b) “Working Day” shall mean Monday to Friday and excluding all public and bank holidays within the UK;
- c) “Client” shall mean the individual or Individuals making the Booking with Blackberry Event Catering;
- d) “Fee” shall mean the total amount payable by the Client to Blackberry Event Catering more specifically set out in the Quote;
- e) “Services” shall mean any catering or other related services provided by Blackberry Event Catering; and
- f) “Quote” shall mean any quote provided by Blackberry Event Catering for the provision of the Services and agreed upon by the Client. The quote shall be deemed accepted on Booking.

2. The Agreement, the Parties and the Services

This Agreement is a contract for supply of services between the following Parties:

- a) The Client, who is entering into or has entered into a Booking, and
- b) Blackberry Event Catering (“We” or “Us”).
- c) This Agreement will be deemed to be accepted by the Client by virtue of the Client making a Booking with Blackberry Event Catering.

3. Deposit

- a) A non-refundable deposit of 50% of the Fee must be paid by the Client on Booking.
- b) Should the Client make any changes to the Services after Booking then the following shall apply:
 - i. If the Fee is increased by changes made, such as the addition of foliage, then Blackberry Event Catering reserve the right to request 50% of the additional fee by way of deposit for the changes;
 - ii. If the Fee is reduced by changes made, such as the removal of foliage, no refund shall be made in respect of the original Deposit and the reduction in Fee will be net the deposit.

4. Cancellation by the Client

a) If the Client wishes to cancel their Booking, for whatever reason, the Client must do so in writing to blackberryevents@outlook.com. The cancellation of the Booking will come into effect on the day the cancellation is sent, if between the hours of 9am and 5pm on a Working Day. Should the Client's cancellation be sent outside of these hours, it will be effective the following Working Day.

b) If the Client cancels their Booking:

i. More than 30 days prior to the date upon which the Services are to be provided, Blackberry Event Catering will refund the deposit;

ii. Between one month and eight days prior to the date upon which the Services are to be provided, Blackberry Event Catering will not refund the deposit;

iii. Seven days prior to the date upon which the Services are to be provided the Client agrees to pay Blackberry Event Catering the Fee minus the 50% deposit already paid.

5. Change of Date

a) If the Client wishes to change the date upon which the Services are to be provided, agreement to do this will be at Blackberry Event Catering's sole discretion.

b) If we are unable to accommodate the change of date, the Client may continue with the agreed date or choose to cancel their Booking in accordance with clause 4 of this Agreement.

c) The Client must confirm the change of date in writing.

d) Blackberry Event Catering reserves the right to require the Client to pay any reasonable expenses in changing the Booking date and the Client agrees to pay these.

e) Any change of date agreed between Blackberry Event Catering and the Client may, at Blackberry Event Catering's sole discretion, be subject to the prevailing catering prices for the new date and any special offers or discounts may not be available.

6. Cancellation by Blackberry Event Catering

a) In the unlikely event (and where the Client is not in breach of this Agreement) that it is necessary for Blackberry Event Catering to cancel the Client's Booking, Blackberry Event Catering will notify the Client as soon as possible and will refund any and all payments made by the Client to Blackberry Event Catering.

b) Blackberry Event Catering reserve the right to cancel the Booking and refund any payments without liability.

c) If the Client is in breach of this Agreement Blackberry Event Catering reserves the right to cancel the Booking without refund of any payments made and this will be treated as a cancellation by the Client and will be subject to clause 4(b).

7. Payment

a) The full remaining balance for the Booking must be received by Blackberry Event Catering and cleared by Blackberry's bank prior to the date of the event.

b) The final payment will be net of the 50% deposit already paid by the Client in respect of the Booking.

8. Delivery

a) Any applicable delivery charge will be confirmed within the quote.

b) In the event of a delay, Blackberry Event Catering will endeavour to contact the Client using the contact details provided on booking. Whilst Blackberry Event Catering will use its best endeavours to ensure the Services are provided with utmost speed in order to minimise disruption to the event, Blackberry Event Catering will not be held responsible or liable for any losses or expenses (including indirect or consequential losses) incurred due to a delay in delivery time.

c) It is the Client's responsibility to ensure that there is adequate parking available for our vehicle. If the driver feels a suitable or safe area to park and unload has not been provided, then Blackberry Event Catering reserve the right to abort delivery of the Services. Should Blackberry Event Catering abort delivery then this will be treated as a cancellation by the Client in accordance with clause 4 of this Agreement.

9. Refunds

a) All refunds are in full and final settlement of all claims excluding death and personal injury.

b) All refunds are made as a good will gesture and shall not be taken as admittance or acceptance of any liability.

10. General

a) Whilst Blackberry Event Catering will endeavour to assist in the event of any delays or changes resulting from unforeseeable circumstances or any failure of a third party, it is not responsible or liable for such delays, changes or failures.

b) We cannot absolutely guarantee the timings for your event and/or delivery of your food.

c) Blackberry Event Catering will take reasonable precautions to avoid damage or staining to items such as furniture or property, however we cannot guarantee that this will not occur. It is the Client's responsibility to inform Blackberry Event Catering of any concerns they may have and highlight any risks they foresee in this regard. Blackberry Event Catering staff will endeavour to take due care when setting up the Service, however accidents are often unpredictable at busy events and the Client therefore accepts that Blackberry Event Catering cannot be held responsible for any accidental damage caused to clothing of guests.

d) Whilst Blackberry Event Catering endeavours to clean up any spillages and breakages directly related to the provision of our Services, Blackberry Event Catering cannot take responsibility for such incidents or accidents not directly related to the provision of our Services or for any accidents related to other parts of the Client's event or to other activities run by other suppliers organised by the Client or any other person. The Client agrees to provide a brush and/or Hoover, mop and bucket in the event of any spillage or accident.

e) We reserve the right to change, without notice, any aspect of the food or foliage provided as part of the Service in the event of circumstances beyond our control.

f) Whilst we endeavour to locally source some of our produce and to ensure all our food is of good quality, we make no guarantee that our food is locally sourced.

g) If at any stage during the delivery of the Services the Client is concerned about any aspect of the Services, the Client must highlight their concerns to a member of Blackberry Event Catering staff for Blackberry Event Catering to attempt to resolve the matter. We are largely unable to resolve such issues after the event.

h) All images used on our website, marketing and social media are for marketing purposes only and whilst we endeavour to ensure that these are a true representation of food prepared by Blackberry Event Catering, actual presentation and content may vary. Blackberry Event Catering takes no responsibility should an item not be included within a platter unless specifically requested at the time of booking.

i) The Client agrees to provide appropriate preparation space to allow Blackberry Event Catering staff to complete the Service and cleaning facilities including, but not limited to, a sink for Blackberry Event Catering staff to wash their hands, a Hoover or a brush, a mop and bucket and rubbish disposal.

j) It is the Client's responsibility to dispose of and/or recycle any leftover items that have not been hired from Blackberry Event Catering.

11. Presentation equipment

a) The Client hereby accepts all responsibility for Blackberry Event Catering table equipment and crockery once Blackberry Event Catering staff have completed set up. The Client indemnifies Blackberry Event Catering against any damage caused to presentation equipment from the time of delivery to the Client until the equipment is collected by Blackberry Event Catering.

b) Blackberry Event Catering takes no responsibility for any loss or damage caused by improper use of Blackberry Event Catering equipment.

12. Allergies

a) All special dietary requirements must be agreed within one month of the event. Blackberry Event Catering may, at our absolute discretion, agree to special dietary requirements after this time. The Client agrees to make Blackberry Event Catering aware of any special dietary requirements as soon as practicable.

b) We will endeavour to cater for any special dietary requirements as agreed. However, we cannot absolutely guarantee the absence of certain food groups (including nuts and gluten) from our food or the preparation space as provided by the Client.

13. Alcohol

Blackberry Event Catering does not hold a licence for the provision of or sale of alcohol and so Alcohol is not offered as part of our Service.

against any of MPC's employees or directors or members involved in the provision of the Services (whether expressly named in this Agreement or not) and any such employees, directors or members may rely on this sub-clause.

d) No action or proceedings under or in connection with this Agreement whether in contract, tort, in negligence or from breach of statutory duty or otherwise shall be commenced against MPC after the expiry of one year from the date of the event or such earlier date as prescribed by law.

14. Notices

Any notices given under this Agreement shall be in writing and given by sending the same by first class post or by e-mail (excluding legal notices) to the Client or Blackberry Event Catering at their address at the time of Booking or other address as so notified by each party. Notices shall take effect on the second working day after posting or the same day if sent before 5pm by e-mail. If sent after 5pm by e-mail, then they will take effect the next working day.