



Booking Terms and Conditions

This document relates to bookings made with Apicius Food Services Ltd, trading as Seven Cherries Catering. Apicius Food Services Ltd is a Private Company limited by shares, registered in England and Wales under Company number 11107600.

Seven Cherries Catering is hereafter referred to as 'We' or 'Us' or 'Our'. Customers of Seven Cherries Catering are hereafter referred to as 'You' or 'Your'. Services including but not limited to Cooking Services or Events Services or Catering Services or Creative Services or Consultancy Services are hereafter referred to as 'Service' or 'Services' or 'Events'.

All bookings made by You in respect of Services fulfilled by Us are accepted on the basis of the following Terms and Conditions:

1. Agreement

This agreement contains the entire understanding between Us and You. You may change or amend this agreement by contacting Us in writing, via email, via a website published and controlled by Us, or via post, and We will accept any changes or amendments, providing the document is signed and dated by You. All bookings or changes or amendments to this agreement must be confirmed in writing and accompanied by the relevant booking fee. Where a booking for a Service is made by You on behalf of a third party, the third party shall be held jointly liable in respect of the booking with You. We reserve the right to cancel Your booking with Us if full payment in respect of the Service has not been received and cleared prior to two (2) weeks before the agreed delivery date.

2. Services

The Services provided by Us in relation to the agreed specifications for Your booking are as follows:

- 2.1 Provision of all food required to fulfil Your agreed food menu
- 2.2 Provision of all drinks and ice required to fulfil Your agreed drinks menu
- 2.3 Provision of labour to cook and plate Your agreed food menu
- 2.4 Provision of labour to serve Your agreed food menu
- 2.5 Provision of equipment, sundries and transportation thereof
- 2.6 Provision of labour to deliver, set up, and break down equipment
- 2.7 Provision of transportation to Your venue
- 2.8 Provision of any other items or Services as agreed by Us and You in writing

3. Venue and facilities

If We deem it necessary to carry out a site visit, at least one (1) month prior to the agreed Service delivery date You agree to allow Us to access Your chosen venue in order to fully assess the facilities and spaces on site, including but not limited to:

- 3.1 Water supply and access points
- 3.2 Gas supply and access points
- 3.3 Electricity supply and access points
- 3.4 Food preparation spaces
- 3.5 Common spaces
- 3.6 Storage spaces
- 3.7 Food and drink clearing spaces
- 3.8 Delivery and loading spaces

If the facilities and spaces differ from the brief or description discussed by Us and You during the booking process, We reserve the right to amend the relevant charges on Our estimate, including but not limited to Equipment Hire, Labour and Delivery.

We will conduct a full assessment of Your venue relating to matters including but not limited to health and safety and food hygiene. We reserve the right to ask for the relevant spaces within Your venue to be cleaned or made good prior to carrying out Our obligations as per the terms of Your booking.

We will carry out a one (1) hour site visit free of charge for any venue located within the M25. Site visits to any venue located outside the M25 will incur a charge of £50 per hour beginning at departure from our office and ending at return to Our office.

4. Hire equipment & hire deposit

If We provide equipment for your Event, whether hired from a third party, sub-contractor, or otherwise, We reserve the right to charge You a deposit to safeguard against any losses or damages that may occur during Your Event. You can request a breakdown of all costs relating to equipment We provide for Your Event, including replacement costs.

- 4.1 If losses or damages occur during Your Event that We deem to be due to Our negligence, a deduction will not be made to Your deposit
- 4.2 If losses or damages occur during Your Event that We deem to be due to Your or Your guests' negligence, a deduction will be made to Your deposit to the value of the losses or damages
- 4.3 If losses or damages occur during the delivery of Our equipment to Your venue while We are not present, You will be held responsible and a deduction will be made to Your deposit to the value of the losses or damages
- 4.4 In the event of losses or damages being greater than the total amount of Your hire deposit, We will issue You with an additional invoice for the value of the losses or damages



- 4.5 If no deposit is taken during the booking process and losses or damages occur during Your Event, We reserve the right to issue You with an invoice after Your Event has taken place for the value of the losses or damages

5. Bookings

When We receive Your deposit payment, We will reserve the date and time agreed by Us and You during the booking process, and We will ensure that we have sufficient operational capacity in order to fulfil the Services relating to Your booking. The following terms apply to all bookings made with Us:

- 5.1 50% of the relevant estimate will be invoiced as a deposit to secure Our services. We will not reserve any dates until We receive payment.
- 5.2 The remaining 50% of the relevant estimate will be invoiced no less than two (2) weeks prior to delivery date. This must be received in full at least one (1) week prior to delivery date.
- 5.3 Under certain circumstances, such as a late booking, We may be able to accommodate an alternative payment structure. This must be agreed in writing at the time of booking.
- 5.4 Failure to adhere to these terms will result in Your booking being cancelled, with no refund of any payment made in full or in part in respect of any Service We have previously agreed with You.

6. Your right to cancel

You can cancel your booking with Us, for any reason, by contacting us in writing, via email, via a website published and controlled by Us, or via post. You will be responsible for paying any charges arising relating to cancellation of Your booking with Us. After You have paid the deposit relating to Your Service or Event, the following deductions will be made to Your deposit payment, and the balance (if any) will be refunded to You:

- 6.1 More than six (6) months prior to delivery date: 25%
- 6.2 Less than six (6) months but more than three (3) months prior to delivery date: 50%
- 6.3 Less than three (3) months but more than one (1) month prior to delivery date: 75%
- 6.4 Less than one (1) month prior to delivery date: 100%

7. Consultation and Event management

We agree to carry out one (1) face-to-face consultation prior to delivery, in order to discuss the details of Your Event, at no cost. This will normally take place during Your tasting with Us, or during Our site visit to Your venue. We agree to carry out one (1) further telephone consultation, up to a duration of one (1) hour, at no cost. Further face-to-face or telephone consultations will be charged at £50 per hour. Consultations over email will be carried out at no cost.

8. Changes to Your Event

Should You wish to make changes to Your Event, including but not limited to the number of expected guests, specifications of the menu, changes to the venue, Event timings or access, We reserve the right to amend Our estimate accordingly, including but not limited to charges for food, drink, labour, equipment, travel and any other reasonable costs associated with the provision of Our Services.

9. Guest numbers

We require confirmation of Your final guest numbers as follows:

- 9.1 Events with one hundred and fifty (150) or more guests: No less than six (6) weeks prior to delivery date.
- 9.2 Events with eighty (80) or more guests but fewer than one hundred and fifty (150) guests: No less than one (1) month prior to delivery date
- 9.3 Events with fewer than eighty (80) guests: No less than two (2) weeks prior to delivery date

In certain circumstances, such as a late booking or in the case of conditions outside of Your control, We may be able to accommodate changes to guest numbers at shorter notice than outlined above; this will be decided on a case-by-case basis and We will communicate with You as soon as is practicable.

10. Buy out and commission

Where a venue maintains a 'preferred supplier' list, and the venue has a buy-out fee or similar charge for allowing a caterer not on their list to use their facilities, We will not be liable for paying the buy-out fee or similar charge. The fee will need to be covered by You in its entirety and cannot be offset against any of Our charges relating to the provision of Our Services.

11. Our right To cancel

We reserve the right to cancel any bookings forthwith and without liability on Our part, including but not limited to the Event of damage or destruction to Our premises by fire or any other cause, shortage of labour or food supplies, strikes, lockout or industrial unrest or due to any other cause beyond Our control, which shall prevent Us from performing Our obligation in connection with any booking.

In the Event We cancel our booking with You, We will make every possible effort to fulfil Your booking by referring You to another caterer, or through subcontracting the Services We have agreed with You to a third party.

The performance of this contract on behalf of Us shall therefore be contingent upon circumstances including but not limited to Acts of God, flood, fire, warfare, government laws or regulations, failure of utilities, strikes, and/or any other conditions beyond its control.



Notwithstanding the aforementioned conditions of cancellation, if no alternative caterer is provided to deliver the Services agreed upon within a reasonable period prior to delivery, We will provide a full refund to You in respect of all payments received.

12. Food allergens policy

We have a robust food allergens policy, covering 14 mandated allergens, which We operate and uphold in accordance with the Food Standards Agency’s ‘Allergens Guidance for Food Businesses’.

We will communicate our to You whether any allergens on the mandated list are present in any dishes that We provide to You. However, since We operate in a range of kitchen environments, including dry-hire venues which accommodate a variety of other caterers and suppliers, We cannot guarantee that traces of allergens are not present in any or all of Our dishes, even when We have advised You that this will be the case.

Our complete food allergens policy comprises a separate document and will be provided to You at the time of agreeing Your booking with Us.

13. Severability

If any provision of Our agreement with You is held to be invalid or unenforceable under English Law, the validity of Our agreement with You as a whole shall not be affected, and any other provisions of the agreement shall remain in full force and effect.

14. Amendments

This contract has been freely negotiated and shall be recognised as the entirety of Our agreement with You. Only changes or modifications to Our agreement with You specifically placed in writing, attached, dated and signed by Us and You at the time of acceptance of this contract shall be recognised as amendments to this contract.

15. Conduct and behaviour

You are responsible for the conduct of Your guests. We have a zero-tolerance policy with regards to verbal or physical abuse directed toward any member of staff, freelance or affiliated sub-contractor. Verbal or physical abuse is defined as including but not limited to unreasonable or offensive behaviour, harassment, threatening behaviour, assault including battery, and threats of damage, actual damage or attacks to property belonging to an employee, freelance or affiliated sub-contractor.

You shall be responsible for any damage caused to Our equipment, including but not limited to cooking utensils, glassware, plates, cutlery, awnings, decorations, vehicles or storage boxes by the wilful act or default of Your guests and/or employees and You shall pay to Us on demand the amount required to make good or remedy any and all such damage.

16. Other Details

All arrangements, no matter how seemingly insignificant, must be confirmed in writing to Us by You. This will ensure We provide a level of service in line with Your requirements and expectations. Remember that if We don’t agree something with You in writing, We are not duty bound to carry it out!

17. Securing Your Booking

We request that You sign a copy of Our estimate, which accompanies these terms and conditions when booking your Service. Your booking will not be confirmed until We have received a signed copy of this agreement, as well as Your deposit payment.

Agreement

To agree to Our terms and conditions, and to confirm Your requirements, please sign and date below and return this agreement to us.

Name

Signature

Organisation

Position



Date of Agreement

Date of Service