

**SUPER EVENT LIMITED
TERMS & CONDITIONS
CATERING SERVICES AND/OR MARQUEE HIRE**

1. Definitions

In this contract, the following words have particular meanings:

Catering Services means the food preparation, cooking and waiting services to be provided by us to you for your event, at the agreed location on the agreed date;
Deposit means £1,000 for the Catering Services and £1,000 for the Marquee Hire;
Extras means any extra services and charges to be paid for by you;
Marquee Hire means the provision and erection of a Marquee at the agreed location for your event;
Parties means you and us, and **Party** shall mean either one of us;
Price means the price we have quoted to you to provide you with the services;
We, us, our etc means Super Event Limited, registered company number 04604536, with its registered office at Yew Tree House, Lewes Road, Forest Row, East Sussex, RH18 5AA;
You, your etc means the person or persons who places an order with us for Catering Services and/or Marquee Hire.

2. Supply of Services

- 2.1 We will supply the Catering Services and/or the Marquee Hire for your event on the date set out in our confirmation of booking. You will pay the Price at the times stated in this contract.
- 2.2 We shall provide the Catering Services:
- 2.2.1 with reasonable care and skill; and
- 2.2.2 in accordance with food catering industry standards for hygiene and general cleanliness concerning:
- (a) the preparation and cooking of food; and
- (b) the handling and service of food, beverages, utensils and tableware; and
- 2.2.3 in compliance with statutory and regulatory requirements affecting the preparation, cooking, handling and service of food.
- 2.3 In relation to the Marquee Hire and any other equipment hire:
- 2.3.1 **Timing** - Any times given for the erection or removal of any marquee or other equipment shall be an estimate only;
- 2.3.2 **Use** - Where you are only hiring a marquee or equipment and we are not running your event for you, the marquee and all other equipment is your responsibility once the marquee has been erected and equipment delivered/installed. In such circumstances, you shall ensure the marquee and other equipment is used safely, by competent and duly licensed operators as the case may be, without risk to health and safety, and is not used for any purpose for which it is not designed.
- 2.3.3 **Defective marquee and/or equipment** - You shall report any defect to us within 24hrs of delivery or erection. It is at our discretion to decide whether the marquee or equipment is not functioning correctly or is sub standard in some way. If it is, we shall endeavour within reason to provide repairs or a suitable replacement. We have no responsibility for loss, failure or interruption in the supply of services to include gas, electricity and water, however caused, unless we are also providing such services. Other than in relation to services we are supplying (eg if we are supplying gas for the event), the continuous provision of services in sufficient quantities (we shall decide in our absolute discretion what is sufficient) to include preparation of the event, duration of event, and breakdown of event, is your responsibility. In the event of a problem of any kind with supply of these services (other than where such services are supplied by us), where we as a result are unable to provide services to you, full payment of goods and services will still be payable by you to us. Should any of the above cause us to encounter difficulties with timings and scheduling as a result of problems with services which we are not supplying, we are not responsible for any loss of use, failure to supply goods and/or services, in full or part, to include loss of enjoyment of any kind. All invoices will remain payable by you to us.
- 2.3.4 **Maintenance** - We will maintain the marquee and equipment at our own expense and you shall, when required by us, grant access to the marquee and equipment for the purpose of inspecting it and carrying out any work of maintenance or repair. You must not attempt to erect or move the marquee, mobile toilets, mobile cold rooms or generator. You must not attempt to repair the marquee or any other equipment in the event of damage or fault, but must at once notify us. If your fault or carelessness or any misuse of the equipment has caused the damage, the repair will be at your expense. We may substitute other marquees and/or equipment of a similar type or condition in lieu of repairing the marquee without relieving you from responsibility for the cost of repair and without extending the period of hire. We may terminate the hire agreement by written notice to you at any time if in our sole opinion the marquee is not worth repairing or cannot be repaired; in such event (except where such damage is as a result of your actions), we shall repay the hire fee for any outstanding period for which it has already been paid. Nothing in this clause shall affect or diminish your liability for any breach of this agreement or render us liable to you for any resultant or consequential loss, damage, or inconvenience.
- 2.4 A binding contract between you and us will come into being only when we receive both a signed copy of this contract and your Deposit from you.

3. Deposit, Price and Payment

- 3.1 You will need to pay the Deposit to secure your booking for the Catering Services and/or the Marquee Hire.
- 3.2 You will need to pay the balance of the Price, together with any known Extras 14 days before the date of the event. You will pay for any further Extras when we provide you with an invoice for them.
- 3.3 All amounts stated are exclusive of VAT, which will be charged in addition at the rate in force at the time you are required to make payment.
- 3.4 The Price is calculated, in part, on the following:
- 3.4.1 the number of adults and/or children who will be attending the event;
- 3.4.2 the type of menu you have chosen;
- 3.4.3 the day the event is to take place; and
- 3.4.4 the time of day when the event will be held.
- If you change any of these after you have placed your order then we will have the right to recalculate the Price you will need to pay.
- 3.5 The Price does not include the Extras. The Extras are charged in addition to the Price. Where possible these will be estimated, and stated at the time you place your order. At the end of the event we will normally be able to provide you with the final cost of the Extras.
- 3.6 **Final Payment**

A final checklist will be forwarded for completion approximately 6 weeks prior to the event, requesting final numbers, dietary requirements and confirmation of the services we are providing. We ask you to complete and return this checklist within 21 days of the event and will, unless agreed otherwise, endeavour to meet with you to run through any final points. On receipt of your completed checklist and final number of guests, we will prepare and forward a final invoice based on the information given. The number of guests confirmed at this time will be the minimum number of guests that you will be charged for. If we receive this any later than 21 days of the event, we may not be able to provide the services in full. If so, we will not be liable for any failure to perform the services in full arising as a result of your delay in returning the checklist to us.

Final full payment (cleared funds) will be required 14 days in advance of the event taking place. This payment will be based on the final number of guests confirmed 21 days prior to the event. We will endeavour to accommodate any last minute additions notified after we have received your checklist. Any additional expenses such as an increase in numbers or additional equipment required will be invoiced after the event and payable within 7 days.

3.7 Staff costs

The price that we have quoted for the event includes the cost of staff as specified. We will agree with you a planned dining time, to include an element of flexibility of half an hour of the original/agreed starting time. Any later starting time than originally agreed and/or staff required to stay on duty after midnight, are charged at £30.00 per member of staff per hour.

4. Cancellation by you

4.1 Cancellation by you

The following cancellation terms apply to each component of the services individually: 1) catering, 2) marquee and 3) mobile toilets and additional equipment (as few as one component and as many as three). In effect a cancellation is required for each component.

- 4.1.1 Should you decide to cancel a confirmed booking, no Deposit will be returned.
- 4.1.2 Should you decide to cancel the booking with less than 180 days' notice of the planned event date, payments totalling 50% of the anticipated invoice value must be paid.
- 4.1.3 Should you decide to cancel the booking with less than 90 days' notice of the planned event date, payments totalling 75% of the anticipated invoice value must be paid.
- 4.1.4 Should you decide to cancel this booking with less than 60 days' notice of the planned event date, payments totalling 85% of the anticipated invoice value must be paid.
- 4.1.5 Should you decide to cancel this booking with less than 30 days' notice of the planned event date, payments totalling 100% of the anticipated invoice value must be paid.

All cancellations must be sent by recorded delivery, with you obtaining proof and receipt for postage to: Super Event Ltd, Browning Road Industrial Estate, Brownings Road, Heathfield, East Sussex, TN21 8DB. Proof of postage must be available for Super Event Ltd to inspect. All cancellations must be in writing and sent by recorded delivery. Telephone, email and/or fax cancellations are not acceptable. Cancellations will apply from the date the letter is received by us.

We recommend that you take out event/wedding insurance.

4.2 Cancellation by us

The agreement, the provision of services under it and the hire constituted by it shall end without notice but at our discretion and we shall not be required to provide the catering services and you shall no longer be in possession of the marquee or any equipment with our consent (or if the marquee or any equipment has not yet been delivered and installed by us, we shall not deliver it), in any of the following circumstances:

- 4.2.1 A default by you in the payment of any money due under agreement; or
- 4.2.2 A breach by you of any of the provisions of the above terms or conditions other than those relating to the payment of money.

5. Obligations on the Customer

5.1 You will:

- 5.1.1 make the location and any agreed facilities available prior to and on the date of the event;
- 5.1.2 be responsible for ensuring the location is prepared for the delivery and erection of any marquee, equipment and shall be responsible for obtaining any necessary permissions from the landowner;
- 5.1.3 ensure that your guests and other persons attending the event behave in a polite and reasonable fashion to us and our staff during the event and that those persons do not engage in threatening or offensive behaviour or make or use threatening, offensive, derogatory, sexual or racial comments or words. If you or any of your guests or other persons attending the event do behave in any of these ways we will have the right to immediately stop providing the Catering Services. If we stop providing the Catering Services in such circumstances, no monies shall be returned to you (in relation to services yet to be provided or otherwise) and we shall have no liability to you arising out of the cessation of the provision of the services;
- 5.1.4 finish the event by midnight unless we have agreed a later finish time with you. You agree that if the event continues beyond midnight without prior agreement that you will pay our reasonable additional charges and expenses including the additional staffing costs referred to at clause 3.7;
- 5.1.5 if children are to be present at the event:
- (a) ensure that there are a sufficient number of adults present to properly supervise them and take care of them in the event of accidents or other events,
- (b) acknowledge and agree that we are not offering any childcare services and will not be responsible for supervising or taking care of them or dealing with any matter where their health or care is involved.

6. Acknowledgements

6.1 Damage to Equipment

Please note that linen tablecloths and linen napkins get damaged at events from time to time including by pens, crayons and candles. All broken/damaged/non returned equipment will be charged to you. You will be liable for any loss or damage however caused to venues, equipment, marquees, and village halls.

You will be notified in writing within 72 hours of the event taking place, of any table linen damaged (including but not limited to damage caused by pens and crayons, burns, candle wax or petrol staining) and invoiced post event.

PLEASE NOTE, any linen cloths will be charged at full replacement cost. (IRO £50.00), so it is therefore important you take this into account when planning your table decorations. We strongly recommend that you use only non-drip candles as table decorations and ensure the tablecloths are fully protected from 'stray' candlewax by placing candles on a plate or dish. Problems have arisen in the past from wax on cloths that cannot be removed. The same applies to FRESH PETALS, as the colour can often run into the linen. Dried petals are usually safe.

6.2 Power/water supply/food prep area

Unless we are supplying the power for your event, in the event of insufficient power and water supplies, for example, marquee events, it is your responsibility to ensure that an adequate catering tent with a sufficient power and water supply together with trestle tables for food preparation and plate clearance are made readily available and located within the food service area.

6.3 Marquee Conditions

If we are not the catering service provider for an event, it is your responsibility to ensure that the marquee is left in the same condition as it is found. Any clearing/tidying undertaken by us, before we are able to dismantle/remove equipment, will be charged at £30.00 per staff/per hour and added to the final invoice. (e.g. collecting litter, confetti, glasses, etc).

6.4 Grounds and Weather

It is at our absolute discretion to decide whether ground and/or weather conditions are suitable for the erection/dismantling and/or the installation /removal of any other equipment. If we are unable to erect, dismantle, install or remove any equipment due to

inclement weather or inappropriate ground conditions, we shall not be liable for any loss and this will not affect the obligations on you under this agreement, including in relation to payment.

6.5 Substitution of drinks

We reserve the right to substitute any drinks with a replacement of similar quality should it become necessary to do so. Drinks packages are served until midnight. All excess drinks are our property.

6.6 Care of client goods

We will make reasonable efforts of goodwill to safeguard your property. Please note that we have no responsibility for theft/loss and/or damage, however caused, including but not limited to, premises & fittings of any type or personal effects i.e. hats, coats, wallets etc. Any cloakroom services provided by us are done so on the sole basis of storage for coats, hats etc. No element of security and/or safeguard/responsibility, including but not limited to, damage, loss, or theft, of any items whatsoever, (however caused) is in any way associated with the service. We strongly advises that all items of monetary/sentimental value are kept on the person.

6.7 Allergies and dietary requirements

Although we will use reasonable endeavours to comply with any dietary requirements that are notified to us, our food is freshly prepared in small kitchens which handle allergens so we cannot guarantee that our food and drinks are allergen-free.

7. Liability

7.1 Limitation on our liability to you

Our liability to compensate you for any loss or damage (in the case of loss or damage other than death or personal injury) is limited to a reasonable amount, having regard to such factors as whether the damage was due to a negligent act or omission by us. Our liability for death or personal injury is also subject to the limitations set out in clause 7.2 below.

To the fullest extent permissible by law, our liability to you shall not exceed the sums paid by you under this contract for the specific element of our service to which your claim relates.

7.2 Limitation and exclusion of liability for personal injury and death

We will compensate you for any loss or damage you may suffer if we fail to carry out duties imposed on us by law (including if we cause death or personal injury to you (or those who could be reasonably foreseen as being subject to the Catering Services and/or Marquee Hire) by our negligence), unless that failure is attributable to:

- 7.2.1 your own fault;
- 7.2.2 a third party unconnected with the provision of Catering Services and/or Marquee Hire under this contract; or
- 7.2.3 events which we could not have foreseen or forestalled even if we had taken all reasonable care.

7.3 Generators and mobile toilets

In the event of failure of any generator or mobile toilets, our liability is limited, regardless of the circumstances, to (as a maximum) the hire fee of the generator or mobile toilets in question as notified by us to you. We have no responsibility for loss or damage of any kind, however caused, to you or any agents as a result of failure of a generator or mobile toilets

7.4 Damage

All damage caused to equipment as a result of flooding or water logging is your responsibility, and all necessary costs for repairs or replacement are your responsibility. We cannot accept any responsibility for damage to include but not limited to underground cables, wires, drains, gulleys, pipes, and ductwork of any kind that you have not fully informed us of in advance as a result of any work including but not limited to accessing, delivering, erecting, dismantling, stabilising, securing, or collecting of any equipment and/or services

7.5 Consequential loss

We shall be under no liability whatsoever to you for any indirect loss and/or expense (including loss of profit) suffered by you arising out of a breach by us of this contract

8. Miscellaneous

8.1 Excess Food

PLEASE NOTE, it is our standard practise to remove all leftover food from site, unless by specific and prior agreement. This is in the interest of food safety, and once we are off site we can have no control over the safe storage of said leftover foodstuffs, and therefore will have no liability for any consequential incidences of food poisoning or other incidences. By signing this document you indemnify us in respect of all liability, claims and damages which may arise should you wish leftover food to be left on site or otherwise used by you or your guests.

8.2 Cash Bars

Please be aware that in accordance with the local licensing authority, our staff are trained to implement the CHALLENGE 21 policy, whereby guests over the age of 18 but under 21 will be required to show photo ID if requested by our staff. Please note, the 'CHALLENGE' is entirely at our discretion and any guests who cannot produce the required ID on request will not be served. We thank you for understanding and co-operation in this matter

8.3 Marquee and Catering Damage Waiver

Our clients, who have paid a damage waiver fee to us, will not be liable for **accidental** damage to equipment, hired from us to include marquees, ancillary equipment and catering equipment. The damage waiver will only be in force once cleared payment has been received by us, in advance of any hire-taking place and in advance of any installations, and/or deliveries of any equipment of any kind in part or full. The damage waiver will automatically be added to your final invoice, unless you instruct us in writing that the damage waiver is not required. Documentary evidence of appropriate insurance cover must be supplied to us at the same time you instruct us that the damage waiver is not required. It is also particularly bought to your attention that the damage waiver offers no cover of any kind in respect of damage to linen tablecloths and linen napkins. At all times you are responsible to ensure marquees are strictly no smoking and that no person makes any attempts to move, re-locate, adjust, or repair mobile toilets, marquees, generators and cold rooms, as the damage waiver does not cover any such actions. As at March 2019, the damage waiver fee is £75.00 + VAT

9. General

9.1 Force Majeure

We shall not have any liability to you under this contract or be deemed to be in breach of it for any delays or failures in performance of this contract which result from circumstances beyond our reasonable control including infestations (including but not limited to rodents, insects, ants, wasps and bees), bad weather, interruptions to power supplies, acts of God, terrorist activities, fire, epidemic, civil disturbance, natural disaster, governmental or regulatory action, and similar events outside our reasonable control. If such an event occurs, which impacts on our ability to provide the services as agreed, we will promptly notify you.

9.2 Joint Hirers

Where there is more than one customer, each is separately responsible for the performance of this agreement

9.3 Law & Jurisdiction

This contract shall be governed and construed by English law and you and we agree to submit to the jurisdiction of the courts of England and Wales.

9.4 Third Parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

9.5 Sub-contracting

We can allow others (either in our place or together with us) to provide the Catering Services and/or Marquee Hire. If other persons perform the Catering Services we will still

continue to be responsible for the performance of the Catering Services and/or Marquee Hire and our obligations under this contract.

9.6 Contacting each other

If you wish to send us any notice or letter then you should send it to Super Event Limited, 5 Browning Road Industrial Estate, Heathfield, TN21 8DB marked for the attention of Mrs Chrystelle Warburton. If we wish to send you a letter or notice, we shall use the address you have given on the order form.

9.7 Severance

Any provision of this contract, which is or may be void or unenforceable shall to the extent of such invalidity or any unenforceability be deemed severable and shall not affect any other provision of the contract.

9.8 Waiver

No waiver or forbearance by us (whether expressed or implied) in enforcing any of our rights under this contract shall prejudice our right to do so in the future.

I/We the undersigned agree to the terms and conditions as stated

Signature

PRINT NAME

Date

Signature

PRINT NAME

Date

(please keep one copy for your records and return the second copy with your deposit)