



## PenniBlack

### Terms and Conditions

#### Confirmation

- 1. Tentative Booking** – Booking will be considered tentative pending receipt of a deposit, and will be held without obligation, for a period of fourteen (14) days. Once this period has elapsed Penni Black reserves the right to cancel an unconfirmed booking.
- 2. Confirmation of Booking** – The booking will be considered as confirmed upon receipt of 50% of the function price (as per the proforma invoice) deposit, together with the completed Booking Application Form. If a booking is made less than three (3) days prior to the function date the Client must pay 100% of the function price based on minimum numbers quoted.
- 3. Expected Attendance** – The client represents that the number of expected guests stated on the Booking Application Form (“Expected Attendance”) is a realistic expectation of attendance and is the basis upon which the booking is accepted by Penni Black.
- 4. Slippage** – If within five (5) days prior to the function the Expected Attendance reduces by 25% or more, the Client will be liable to pay 50% of the charges applicable to the number of guests by which the attendance was reduced.
- 5. Guaranteed Minimum Number** – The Guaranteed Minimum Number of guests attending the function must be advised to PB at least five (5) business days prior to the date of the function. Only increases can then be given to PB up to 24 hours prior to the function.

#### Catering Services and Security

- 6. Food and Beverage Pricing** – The prices listed with the menus are current at the time of quotation. PenniBlack **refunds maximum 50% from all ordered beverages for individual bottles and drinks packages are not refundable** on any orders.
- 7. Tastings** – **An initial charge of £50 ex VAT per head** is chargeable prior to the tasting and NON- refundable if the event is not booked or paid in full. Once the event is confirmed the Tasting amount will be deducted from the final price. Tastings are refundable **only if the job value is over £3,000.00 ex VAT on food**. If a second tasting is required, that will be charged at the same rate and **Non-Refundable/Deductible**. If it is requested to hold the tasting at the client’s chosen venue, then delivery and staff charges will be incurred.
- 8. Food and Beverage Menus: Provision and Service** – If due to unforeseen circumstances PB is unable to provide the agreed menu or services PB reserves the right to adapt the menu or services in consultation with the Client. If PB is prevented from performing its obligations in respect of any booking, for any cause outside of its control, it shall be entitled to cancel any such booking without liability, but if so requested, will use reasonable endeavours to transfer the booking to another day.
- 9. Allergies and Dietary Requirement** – PB will endeavour to provide alternative menus for any dietary requirements notified with three (3) days of an event. Any costs involve for outsourcing catering to specialist companies (e.g. Kosher, wheat free) will be chargeable. If we are notified of any allergies, we will insure that these ingredients are not used in the food provided; however we cannot guarantee any dishes free from trace elements due to the nature of the kitchens. It is the Clients responsibility to notify PB of any dietary requirements before the event, any requirements notified after the three (3) day period may not be catered for.
- 10. Food Safety** – PB follows strict health and safety guidelines. Chilled food can only be left out of refrigeration for a maximum of four (4) hours. Hot food can only be left out for a maximum of two (2) hours. After this time the food will be deemed unsafe and consequently disposed of. PB cannot therefore allow food to be left at a venue for the client’s disposal unless the client signs a release form.
- 11. Indemnity** – The Client shall at all times indemnify PB, its directors and employees in respect of any liability, claim or proceeding arising in respect of personal injury to or the death of any person or arising in respect of any loss, damage or loss of use of property in any way relating to the function or relating to persons attending the function except to the extent of contribution of any negligent act or omission of PB. Liability shall be limited to the price which has been invoiced in respect of that particular event.

**12. Client supplying food** – A client cannot supply any food at the function without prior consent from PB. If PB consents to the client bringing a wedding cake or other food item to the function, the Client will only be permitted to do so upon signing a **standard release form** provide by PB.

**13. Client supplying equipment** – If the client is supplying any type of equipment for cooking or other reason, the client will ensure that the equipment is in safe working order. PB takes no responsibility if the event is hindered by the Clients equipment or for any accidental damage to Clients equipment by our staff or other circumstance, any damage made to equipment can be discussed with PB post event.

**14. Damages** – PenniBlack Catering takes no liability for any damages made by third party suppliers it supply's or to third party supplier property. If any damages are occurred through the negligence of PenniBlack Catering to client's property PenniBlack Catering will go through the necessary insurance claim process.

**15. Cloakroom Facilities** - Cloakroom facilities can be provided at the clients request however PenniBlack Catering does not accept responsibility for guests possessions. These are left at the owner's own risk.

**16. Security Bond** – PB reserves the right to ask for and retain a bond of up to twenty-five per cent (25%) of the estimated function costs which may be applied by PB in carrying out any cleaning or repairs required following the completion of the function. The bond will be refunded in the event of the venue being left in a satisfactory condition.

#### **Final Details**

**17. Menu and Service Details** – For the smooth running of the function, the planning of menu and service details are to be finalised five (5) days prior to the function.

**18. Final details** – It is the clients responsibility to check all final details are correct when sent to them to ensure smooth running. It is the clients right to ask for a final proposal with all details included.

**19. Final Attendance** – If final numbers fall below the Guaranteed Minimum Number charges will be based on the Guaranteed Minimum Number.

#### **Payment**

##### **20. Payment of Accounts**

Unless otherwise agreed to, the Client must forward full payment to PB five (5) days prior to the function, either by cash or world pay.

Cheques are accepted only when received seven (7) days prior to the function.

If a booking is made five (5) days or less prior to the function date, the Client must forward full payment on confirmation based on the minimum numbers quoted.

**21. Cancellation for failure to pay** – PB reserves the right to cancel the booking if payment is not received from the Client within the prescribed time.

**22. Additional Charges** – Any additional charges incurred after pre-payment, inclusive of any charges not authorised in the original booking, are required to be settled by the Client's Nominated Contact upon the conclusion of the function by cash or credit card. PB reserves the right to ask for and retain prior to the function an amount of up to 10% of the function price which is applied by PB against additional charges incurred on the day of the function, but will be refunded in full in the event of no Additional Charges.

##### **23. Additional charges for breakages or damage -**

**24. Value Added Tax** – The recipient of a supply under contract will pay any applicable Value Added Tax at the same time as paying for the supply under the contract.

**25. Refunds for Overpayments** – Any refunds for over payments will be processed within fourteen (14) days of the date of the function

#### **Cancellation Policy**

**26.** In the regrettable situation that the Client cancels the function, written notification is required, and the following cancellation fees with apply:

<b>Number of Working Days</b>	<b>Guest Number</b>	<b>Cancellation Fees</b>
More than five (5) days	20 to 50 guests	No fees will be charged
More than seven (7) days	Over 50 guests	No fees will be charged
Five (5) days or less	20 to 50 guests	The entire booking fee will be charged
Seven (7) days or less	Over 50 guests	The entire booking fee will be charged

Cancellation fees with apply on weddings or events for more than 400 people:

<b>Number of Days Prior to the Function</b>	<b>Cancellation Fees</b>
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Ninety (90) days or more	Full deposit will be returned to the client by PB
At least Thirty (30) days but less than Ninety (90)	Twenty-five per cent (25%) of deposit will be retained by PB
Less than Thirty (30) days	Fifty per cent (50%) of deposit will be retained by PB

Any liability to sub-contractors or other direct costs or expenses incurred on behalf of the Client will also be charged to the Client.

## Surcharges

### 27. Agreed Function Times/Time Extension

Additional venue hire fees (where appropriate) and/or labour charges may apply at the discretion of PB if functions extend beyond times agreed in writing.

If beverages supplied by PB in a package are served and the event is extended in time PB will charge from £2.50 per person per half hour.

**28. Public Holiday Surcharge** – A surcharge of 25% is applicable for any function held on a declared public holiday. For functions extending into a Public Holiday a surcharge maybe applicable pending level of service required.

**29. Additional Staffing Charges** – All staff attending a function must be paid for a minimum of four (4) hours work. If they are required to stay later than 11pm, the client will be responsible for paying their taxi fare home. Wherever possible, PB shall book staff that live close together and can therefore share the taxi ride.

**30.** We reserve the right to charge for taxis at earlier finishing times, for locations where public transport is unavailable, unreliable or unsafe.

### 31. Loss or Damage

Except in the case of the negligent or wilful conduct of PenniBlack Catering, its employees or agents, PenniBlack Catering accepts no liability for any loss caused by PenniBlack Catering's failure to perform its obligations. The Client is responsible for any loss or damage to hired equipment, from the time of delivery until collection by PenniBlack Catering, or its sub contractor, or returned by the Client. Any losses or breakages will be charged to the Client at full replacement cost. The Client should, in his own interest, ensure that all such equipment is insured.

Any damaged linen as a result of the use of pens or candles will result in an additional charge payable by the Client after the event.

**32. For longer events** - over six (6) hours, the client is responsible for the food costs to feed the waiting staff, band and DJ, photographer and event/venue manager. This would either be at the same charge as the other guests, for the same menu, or an agreed cheaper meal alternative.

**33. Client Responsibility** – The client is responsible for providing the following:

Heating, power and water, unless agreed prior to the event, and a charge will be incurred

Waste disposal, unless agreed prior to an event, and disposal charges will be incurred

First aid and fire-fighting equipment

A clean and safe environment for PB staff and guests

Full insurance to cover the venue and guests