

Blue Rock Catering Ltd  
Terms and Conditions

1. Terms

All reservations with Blue Rock Catering Ltd are made upon and subject to the following Terms & Conditions and no variation thereof will be accepted unless agreed in writing by Blue Rock.

2. Interpretation

In these Terms & Conditions, 'Blue Rock' means Blue Rock Catering Ltd and 'the Client' means the person, firm or company booking the event.

3. Confirmed Booking

A booking fee of £150 must be paid by the client in order to secure booking and date. This fee includes consultation and event/menu planning.

4. Deposit

Unless otherwise agreed in writing by Blue Rock, a deposit will be required on the signing hereof, the amount being calculated at the rate of 25% of the anticipated cost calculated in accordance with these Terms & Conditions. All deposits are non-refundable.

5. Numbers

Prices are quoted based on the estimate provided by the Client of the number of guests attending the function. The guaranteed number of guests must be communicated to Blue Rock not less than seven working days (excluding Saturdays, Sundays and Bank Holidays) prior to the date of the event. The Client will be charged on the basis of the guaranteed number of guests (or the number of persons for which the event is originally booked if no guaranteed number is provided) or the total number of guests attending, whichever is the greater.

6. Special Items

Blue Rock reserve the right to charge for the provision of special items (such as kitchen equipment) in addition to any costs agreed between Blue Rock and the Client

7. Menus

All details of the food and beverage to be served shall be set out on a separate menu, which is part hereof. Blue Rock reserve the right to substitute alternative food or drink of a similar quality if the items shown on the menu cannot be conveniently obtained. Any such changes will, where practical, be discussed with the Client

8. Cancellation

The advance deposit will not be refunded in the event of cancellation of the Event. In addition, a cancellation charge will be imposed and payable on demand in the event of cancellation of all or any part of the Event after acceptance. The amounts are due as liquidated damages and not as a penalty and will be calculated in accordance with the following schedule.

Notice of Cancellation Received Proportion of Anticipated Charge

More than 21 days before the Event 25%, Within 21 days of the Event 50%, Within 7 days of the Event 100%

Additionally, any charges payable to any sub contractors or any other costs, charges and expenses incurred on behalf of the Client will be charged.

9. Payment

A further 50% Payment is to be made 28 days prior to the date of the Event calculated on the anticipated cost for the guaranteed number of attendants or the number of persons for whom the Event was originally booked if no guaranteed number is provided. In the event of non-payment of the amount so calculated by the due date, Blue Rock reserves the right to treat such non-payment as repudiation of this contract. Final Payment and any additional sums due from the Client is to be made within seven days upon completion of the event. Blue Rock reserve the right to charge interest on unpaid accounts at 4% above the Bank of England base rate pending at the time.

10. Value Added Tax

Value Added Tax at the current rate payable in addition to all charges unless otherwise stated.

11. Damages

- a) Any expenses incurred for damages caused by any guest of the Client or of any outside contractor hired by the Client shall be the responsibility of the Client who agrees to indemnify and hold harmless Blue Rock from all claims and actions against them arising as a result thereof.
- b) Blue Rock will not be responsible for any damages caused to the premises at which the Event takes place due to the neglect of the default of the owner of the premises or his employees or agents of sub-contractors or any neglect of default of the Client or his guests.

12. Breakages

Blue Rock will charge for any breakages, damages or loss of hired equipment to the client if the fault does not lie with Blue Rock

13. Force Majeure

If for any reason beyond its control, but not limited to strike, labour dispute, accident, act of war, act of God, fire, flood or other emergency condition Blue Rock is unable to perform its obligations under this Agreement such non-performance is excused and Blue Rock may terminate this agreement without further liability of any nature upon return of the deposit paid. In no event shall Blue Rock be liable for consequential damages of any nature or any reason whatsoever.

14. Personal Liability

If any agreement is signed in the name of a corporation, partnership, club or society, the persons so signing represents and warrants to Blue Rock that he or she has full authority to sign such contract and in the event that he or she is not so authorised, he or she will be personally liable for the faithful performance of this Agreement.

**Blue Rock Catering Ltd**

SIGNED .....

PRINTED .....

Date .....

**Client**

SIGNED .....

PRINTED .....

Date .....

Event Date.....