



Terms and Conditions

for Catering Services to be provided by Beales Gourmet Ltd, ('Company' or 'we')

These Terms and Conditions (including the attached Booking Form) apply to the following as may be applicable:-

The Company's supply of catering services to other persons or firms either within a 5 mile radius from Compton Acres, Poole ("Local") or outside of that 5 mile radius ("External").

The contract will be between the Company and the Customer (stated below and hereinafter referred to as 'Customer', 'you', 'your'). These Terms and Conditions do not affect your statutory rights.

PRICES AND SERVICES

1. All prices listed are inclusive of VAT except where stated.
2. Prices include crockery, cutlery and professional uniformed waiting staff where stated on your catering package.
3. Table cloths and linen napkins are included in your catering package, however if additional linen is required for cake tables and/or present tables a supplementary charge may apply, please refer to your catering package.
4. If the number of guests attending exceeds the numbers originally booked, and we are able to cater for them, we will charge, at the prevailing rate, for the greater number.
5. If the number of guests is less than originally booked, we will still charge for the numbers originally ordered.
6. Final numbers of guests must be notified to us in writing no later than 14 days prior to the event. After this time if the numbers increase by up to 10 this can normally be accommodated, but this is not guaranteed and allowances can not be made if the numbers drop.
7. For a function at an External venue there will be an additional charge at the rate of £1.00 per mile, per vehicle to cover staff travelling and fuel costs.
8. Gratuities are at your discretion.
9. Unless agreed otherwise in writing the only services that the Company agrees to provide to you are the services specified in your catering package which you have agreed to in writing.
10. Our contract with you for the provision of services will be concluded when you complete the Booking Form and send us your deposit.

PAYMENT

1. A non refundable booking fee of 15% of the Price is required to be made to us in cleared funds before your booking is confirmed. The balance of the Price will be due 4 weeks prior the event unless a credit arrangement has been made.
2. Payment can be made by cash, cheque, payment cards and BACS transfer. (Credit card payments subject to 2.6% charge)
3. Please make cheques payable to Beales Gourmet Ltd and send to Compton Acres, 164 Canford Cliffs Rd, Poole BH13 7ES
4. The Company reserves the right to charge interest (at the higher of the rate of 8% and the rate specified from time to time in the Late Payment of Commercial Debts Act on late payments).

CANCELLATION

Beales Gourmet Ltd reserves the right to cancel any function or event for any of the following reasons:

- a) If the client or Beales Gourmet Ltd becomes insolvent or enters into liquidation or receivership.
- b) If the event may prejudice the reputation or cause damage to Beales Gourmet Ltd.

In any of these situations Beales Gourmet Ltd will refund any payments made in advance, but will have no further liability to the client.

CONTINUED ON NEXT PAGE

CANCELLATION CONTINUED

The following cancellation charges will be applied, which reflect the costs and expenses we may incur on your behalf as the function date nears, and the reduced time available to us to obtain any alternative bookings:

1. Cancellation more than three months prior to the event - we will retain the booking fee.
2. Cancellation between three months and 1 month prior to the event – you will owe us 50% of the total contract package price
3. Cancellation between one month and one week prior to the event - you will owe us 75% of the total contract package price
4. Cancellation within one week prior to the event - you will owe us 100% of the total contract package price.

MENU

1. Whilst every effort will be made to ensure the accuracy of quotations, prices quoted only become binding once agreed in your catering package and once the Terms and Conditions come into force. The Company reserves the right to charge more for the food to be provided and / or for labour in the event that the cost of such items increases between the time of conclusion of the contract and the time of the event. In this case the price increase will only be the amount of additional cost directly incurred by the Company and any price change will be notified to you in writing as soon as possible, and in any case, prior to the event.
2. All food which is not consumed within four hours at room temperature should be disposed of. Any person subsequently consuming food, or taking food home for consumption, does so at their own risk. Beales Gourmet Limited cannot accept responsibility for food consumed otherwise than at the location at which the food is supplied, or after the initial four hour period.

LIMITATION OF LIABILITY

Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the contract package price and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.

This does not include or limit in any way our liability:

- (a) for death or personal injury caused by our negligence;
- (b) under section 2(3) of the Consumer Protection Act 1987;
- (c) for fraud or fraudulent misrepresentation; or
- (d) for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us.
- (e) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.

We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us including but not limited to:

- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits or contracts;
- (d) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

EQUIPMENT

1. Any equipment lost or damaged by you or any guest will be charged at the full replacement cost.
2. Additional charges may apply for the hiring of site kitchens and specialist equipment and, if so these will be stated in your catering package.

LABOUR

The Company reserves the right to charge (including for any applicable increased or overtime rates) more for staffing costs should any function run on longer than initially planned or detailed in the catering package through no fault of the Company or the caterers.

CORKAGE

Corkage for wine & champagne is charged at the rate specified in your catering package. This will cover the chilling, serving, glass hire and recycling of empty bottles. A fee can be agreed upon before the event (and if so this will be stated in the quotation) so there are no hidden charges or unexpected invoices after the event.

INSURANCE

It is strongly recommended that clients arrange adequate Event & Cancellation Insurance to protect against cancellation, costs, damage, public liability.

BAD WEATHER

Beales Gourmet Ltd cannot be held responsible in any way for any unsuitable weather conditions that may arise. The normal cancellation fee will be applicable in these situations.

CONTACT

Please feel free to contact us for further information.

Telephone: 01202 700992

Address: Compton Acres, 164 Canford Cliffs Road, Poole, Dorset BH13 7ES

Email: info@bealesgourmet.com Website: www.bealesgourmet.com

LIMITATION OF LIABILITY AND INDEMNITY

The Company shall not be liable for events beyond its control or for indirect or consequential loss or damage, and the Company's maximum liability (whether in Contract Tort or otherwise) shall not exceed the price paid for the Services and the Customer shall indemnify the Company in respect of any loss or damage to the Company or its property that is caused by the Customer.

MISCELLANEOUS

These Terms and Conditions shall be governed by the Laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales. Any notice shall be in writing, including by email, to the recipient's email address as provided herein or otherwise as provided to the other party from time to time.

Beales Gourmet Limited

Registered number: 06542324

Registered office address: 21 Church Road, Parkstone, Poole, Dorset, BH14 8UF

www.bealesgourmet.com

18th October 2011



www.bealesgourmet.com

Booking Form

(Subject to the terms and conditions of Beales Gourmet Limited)

Client details:

Full Name(s):.....

Correspondence address:.....

Post code:.....

Phone number(s):home.....mobile.....

Email address:.....

Event details:

Date:.....Location.....

Type of event:.....

Adults to cater for:..... Children to cater for (under 10yrs).....

Special requirements:.....

Timetable of Events:

Time	.....
Set up	.....
Arrival time of guests to event	.....
Champagne & canapé reception	.....
Food served/dinner or buffet commencement	.....
Speeches – please specify if you are having the speeches before the meal	.....
Evening guest arrival	.....
Evening entertainments	.....
Evening buffet/nibbles	.....
Finish time	.....

Linen (if applicable)

Colour of Table Cloths.....Napkins..... Napkin fold.....

Time consuming napkin folds may be subject to extra charges

Further details (if applicable)

.....

Please sign to confirm that you have read and understood the terms and conditions of Beales Gourmet Ltd

Name:..... Date:.....

Signature:..... Deposit amount paid:.....

Please fill out this form and send to us with your deposit to Beales Gourmet Ltd, Compton Acres, 164 Canford Cliffs, Poole, Dorset, BH13 7ES
info@bealesgourmet.com