

Mackintosh's Terms and Conditions

- 1) **Definitions:** In these Terms and Conditions, 'Mackintosh's' means Mackintosh's Catering; 'the Client' means the person, firm or company making the Booking, and 'the Booking' means the function specified in the Quotation in regard to which Mackintosh's is providing certain goods and/or services; 'the Quotation' means Mackintosh's aggregate quotation of price for each element of the Booking as set out in the quote provided to the Client based on the estimated number of persons who will be attending the Booking; 'Terms and Conditions' means the standard terms and conditions set out in this document and includes any special terms and conditions agreed in writing between the Client and Mackintosh's.
- 2) **Quotations** are valid for two months from the date the Quotation is given to the Client, unless withdrawn by written notice by Mackintosh's prior to the Client's acceptance of it in writing.
- 3) **Confirmation.** No booking shall be deemed to be accepted by Mackintosh's unless and until confirmed in writing by the Client. The Client's signature will confirm acceptance both of the Quotation and of these Terms and Conditions.
- 4) **Third party arrangements.** When a function is arranged on behalf of the Client by a third party, written acceptance from the Client of the Quotation (including agreement to pay the deposit and final invoice) must be provided to Mackintosh's.
- 5) **Numbers.** All prices quoted are for a specific number of guests, and any change in numbers or dietary requirements will affect the overall price contained in the Quotation (which may be amended by Mackintosh's to reflect any such changes). Confirmation of **final minimum numbers** and dietary requirements must be given at least **seven working days** prior to the date of the event, after which time any decrease in numbers can not be accepted and the full charge will be made. If the number or dietary requirements of persons who attend is more than the number notified, or changed (as appropriate) the Client will be charged for each such additional guest or change in dietary requirement at a price per head included in the Quotation.
- 6) **Variations.** The price or contents of menus, decorations or any other element of the booking that Mackintosh's shall supply is subject to market availability. Any alteration in price or content of a specific element will be notified to the Client. Mackintosh's cannot be held responsible for any variations or alterations and has the right to increase the price of the Booking to reflect any increase to it in the cost of performing the Booking, which is beyond its control. In such event the Client may as soon as practicable on receipt of notice give notice in writing to renegotiate the provision of the specific element of the Booking for which the cost has been increased. The aforementioned right of the Client in no way gives it the right to cancel the Booking.
- 7) **Deposits.** A deposit of 30% is due on acceptance with a written confirmation of the proposal prior to the event. A further 50% of the total quotation is required 1 month prior to the event, or by such earlier date as may be specified in the Quotation.
If the Client fails to pay the deposit on or before the date requested, Mackintosh's shall be entitled to cancel the Booking and charge the Client in accordance with Clause 9.
- 8) **Payments.** Final settlement is due no later than 14 days on receipt of final invoice.
- 9) **VAT** at the current rate of the place of the services contained in the Quotation is payable on all sums due in accordance with the Terms and Conditions.
- 10) **Cancellation.** If a Booking is, or a specified number of the Client's guests at a Booking are cancelled after the Client has confirmed it, the Client will be liable for any loss, costs (including the costs of all labour and materials used), damages, charges and expenses incurred by Mackintosh's as a result of the cancellation. Mackintosh's may, at its option assess the costs on the basis of schedule 1.
- 11) **Instructions.** The Client shall be responsible to Mackintosh's for ensuring the accuracy of the terms of any order submitted by the Client, and for giving Mackintosh's any necessary information relating to the Booking within sufficient time to enable Mackintosh's to perform the Quotation.
- 12) **Food.** Mackintosh's cannot be held responsible for the safety of any food supplied directly by the Client.

- 13) **Property.** Mackintosh's shall not be held liable for loss, theft or damage to any of the Client's or the Client's guests' property during the Booking unless such loss, theft or damage is as a result of any wilful act or neglect of Mackintosh's.
- 14) **Loss or Damage.** The Client is wholly responsible for all equipment supplied by Mackintosh's for the purposes of the Booking from the time of delivery to the Client or the Booking until it is collected. The Client must ensure that the equipment is sufficiently insured and Mackintosh's may call for evidence of such insurance from time to time. Risk of any damage to or loss of the equipment shall pass to the Client on delivery. Property in the equipment delivered shall not pass to the Client. The client will be responsible for any loss or damage caused by the Client's representatives or guests to property owned or hired by Mackintosh's, provided that the Client shall not be liable (as the case may be) for any loss or damage insofar as such loss or damage is caused or contributed to by any wilful act, default of negligence by or on the part of Mackintosh's.
- 15) **Force Majeure.** Neither party shall be liable to the other for any delay or non-performance of its obligations under these Terms and Conditions arising from any cause beyond its reasonable control including, without limitation, any of the following: Act of God, Governmental act, war, fire, flood, explosion or civil commotion. If at any time before the date of the Booking, the Booking is prevented from taking place in its entirety because of any such cause, Mackintosh's will refund all monies paid by the Client to Mackintosh's in respect of the relevant Booking save for monies that Mackintosh's is not able, using reasonable endeavours (but at the Client's expense) to recover from any third party property paid in connection with the relevant Booking and with Mackintosh's being willing to enter into negotiations with the Client in respect hereof) any other expenses reasonably incurred in relation to the relevant Booking up to the date of any such cause.
- 16) **Limitation of liability.** Subject to the express provisions of these Terms and Conditions Mackintosh's shall not be liable for any indirect loss or consequential loss howsoever caused by its failure to perform its obligations under these Terms and Conditions.
- 17) **Death or personal liability.** Nothing in these Terms and Conditions shall operate to limit the liability of Mackintosh's for death or any personal injury caused by its negligence.
- 18) **Waiver.** No waiver by Mackintosh's of any breach of the contract by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 19) **Data Protection/Privacy.** Mackintosh's shall not use, copy, adapt, disclose or part with possession of any business, employee, customer or guest information or data of or relating to the Client which is disclosed directly as a result of these Terms and Conditions or disclose to any third party the details and contents of these Terms and Conditions except as strictly necessary to perform its obligations or exercise its rights under these Terms and Conditions or with the written consent of the Client.
- 20) **Insurance.** Mackintosh's shall maintain with a reputable insurance company appropriate insurance policies in relation to the risks involved under these Terms and Conditions, including Employer's Liability Insurance and Public Liability Insurance. Upon the Client's request Mackintosh's shall provide the Client with copies of such policies.
- 21) **Entire Agreement.** These Terms and Conditions and any documents referred to herein, set out the entire agreement and understanding between the parties and supersede all previous agreements between the parties relating to the subject matter hereof.
- 22) **Severance.** If any provision of these Terms and Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and Conditions and the remainder of the provision in question shall not be affected thereby.
- 23) **Assignment.** These Terms and Conditions shall not be assigned by either party without the prior written consent of the other.
- 24) **Law of the contract.** The contract which incorporates these Terms and Conditions shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.
- 25) **Photography** Mackintosh's reserve the right to use photography from the night and details of the event brief, menus and responses in our marketing material.
- 26) **Complaints** Any complaint must be brought to a Managers attention during the cause of the event or within 24 hours of the event concerned, as well as in writing not more than 48 hours after the event have taken place.

Mackintosh's Terms and Conditions (continued)

Schedule 1: Cancellation

In the event of the cancellation of a Booking, Pursuant to Clause 11 above, the following percentage of the sales value may be charged to the client:

Food

Cancellation between 5 and 7 working days – 50% of quoted Cost

Cancellation within 4 working days – 100% of quoted Cost

Hired Equipment

Cancellation between 10 and 14 working days – 25% of quoted Cost

Cancellation within 10 working days – 100% of quoted Cost

Marquee

Cancellation within 14 working days – 100% of quoted cost or subject to terms agreed within individual marquee suppliers

Staff

Cancellation between 5 & 14 working days – 50% of quoted Cost

Cancellation within 96 hours – 100% of quoted Cost

Flowers

Cancellation between 7 & 14 working days – 50% of quoted Cost

Cancellation within 7 working days – 100% of quoted Cost

Decorations

Cancellation within between 14 working days & 1 month – 50% of quoted Cost

Cancellation within 14 working days – 100% of quoted Cost

Entertainment

Cancellation within 7 working days – 100% of quoted cost or as specified by artists

Lighting, sound, and production

Cancellation within between 7 working days & 1 calendar month – 50% of quoted cost

Cancellation within 7 working days or once work has started on site – 100% of quoted cost

Locations

Cancellation with 14 working days – 100% of quoted cost or subject to terms agreed with individual locations

Wine, Spirits and Beers specially purchased

Cancellation within 14 working days – 100% of quoted cost

Quality Co-Ordinator use only

Issue No: 03

Date: 18.07.08

Doc No: Co2

Approved by:

