



Circa Events 2020-2021

Terms & Conditions

CIRCA EVENTS CATERING

PLEASE NOTE: THESE ARE OUR GENERAL TERMS AND CONDITIONS, WE HAVE TERMS AND CONDITIONS SPECIFIC TO EACH VENUE WE MANAGE. YOU WILL BE SENT THESE BEFORE BOOKING.

1. Introduction

- 1.1. In order to avoid any misunderstandings, the following are our Terms & Conditions which apply to your booking.
- 1.2. Your contract is with us, Circa Events, which is a company (No.559185) of Unit 2-4, Bevendean Farm, Woodingdean, Brighton BN2 6AF.
- 1.3. In these terms 'the Company' means Circa Events and 'the Client' means the person, firm or company booking.
- 1.4. In these terms 'the Venue' means where your wedding is agreed to be held.

2. Confirmation by Client

- 2.1. All bookings are provisional and are not legally binding, until this contract is entered into and catering deposits have been received. This is 25% of your catering costs based on your quotation. The total must be paid in one sum unless otherwise agreed with The Company.
- 2.2 The Terms and Conditions and Booking Form must be read, signed and send back to The Company by the Client in advance of paying the stated deposit.
 - 2.2. This will then secure Circa Events Catering, provided you receive confirmation of receipt from the Company.

3. Numbers

- 3.1. Provisional numbers will be asked for at the time of the booking, and the Company reserves the right to set a minimum number to charge the Client.
- 3.2. The Company will request final numbers from you around six weeks before the wedding date. The exact date is noted on your booking form.
- 3.3 Confirmation on your final numbers must be received by the company no later than 28 days before your wedding. The exact date is noted on your booking form. If you have not provided final numbers by 28 days before the wedding, The Company will invoice The Client for the full amount of guests provided in the original quotation; *no changes will be made to the invoice past this point*, except in the case of guest number increase.
- 3.4. The Final invoice is for the total price of your wedding package (less any deposit paid). *You must pay our invoice in full no later than 28 working days from the date of the event, once the final invoice has been*

issued, no changes will be made in the instance of decrease in numbers. This is strictly enforced.

3.5. If your actual number of guests falls beneath the minimum number set out in our quotation, we will still charge you for the minimum number.

3.6 *Additional guests can be added until 14 days before the event date*, these will be invoiced for by The Company and payment must be made within 24 hours of invoice issue.

3.5. Should the actual numbers attending the function exceed those informed as above, the Client shall pay the company on the day of the function for the extra numbers attending, at the quoted per head rate.

4. Cancellations

4.1. If you want to make a cancellation, postponement or amendment to a booking, it must be made in writing and the provisions in para 4.4 apply.

4.2. If you make a cancellation, we will make reasonable endeavours to re-sell the day to another couple. However due to the nature of business, you must pay the losses and costs that are incurred that were reasonably foreseeable at the time of entering into the contract.

4.3. If the wedding date is less than 6 months and the Company cannot re-sell the date then the Company reserves the right to hold the deposit of the catering and the reflective amount of reasonable losses.

4.4. The below reflects the amount that will be charged upon cancellation:

Length of time before your scheduled wedding day	Cancellation charge
More than 6 months	The Company will retain the catering deposit which is 25% of the wedding package at the time of the quotation
Between 3 and 6 months	You will be required to pay up to 50% of the total wedding package at the time of the quotation
Less than 3 months	You will be required to pay up to 75% of the total wedding package price at the time of the quotation
1 week or less	You will be required to pay the full wedding package price at time of quotation

4.5. It is recommended that clients take out full wedding insurance in case of cancellations or amendments by the company or the venue or for any other eventualities arising from environmental situations, illness, Act of God or any other clause covered by your insurance; this is where blame cannot be attributed to either party; couldn't realistically have been prevented or predicted; or has been brought about as a direct result of natural causes. We recommend: www.events-insurance.co.uk

4.6. We reserve the right to cancel your booking without liability to you and without any obligation to refund your deposit if:

(a) you do not pay us the balance of your wedding package price by the date due for such payment as detailed on your booking form;

or (b) we have reasonable grounds to believe that you may not pay us the balance of your wedding package price by the due date and we have requested you to explain the position and you have not done so satisfactorily;

or (c) we discover, before you have paid the balance of your wedding package price, that you have deliberately concealed information, or deliberately given us incorrect information, about your intended

wedding in circumstances where (if you had not done so) it would have been reasonably foreseeable that we would not have accepted your booking.

4. Deposits and Payments

5.1. 25% of the catering cost, which must accompany the written confirmation of the booking (see paragraph 2.1 & 2.2) is also required in order to secure the catering booking.

5.2. Payment must be made by cheque or by card. Bank transfer is preferable and easiest to trace, credit card payments over the phone are accepted. Currency used is Pound Sterling.

5.3 See points 3.1-3.5 to confirm details on due dates which are clearly laid out on your booking form.

6. Prices

6.1. All prices quoted include the provision of crockery, cutlery, white linen, white napkins and staffing as required and includes any specifics detailed on your quotation.

6.2. The company reserve the right to charge for additional table and chairs subject to the venue or clients requirement.

6.3. Prices quoted are subject to variation due to changed such as availability or seasonality.

6.4. All hot menus are priced assuming the venue has adequate facilities for your chosen menu. The company reserves the right to charge extra for the provision of cooking and holding equipment at the venue, should these not be available at the venue for the menu you have chosen at a later time to the original quotation once a site visit takes place.

6.5 In some instances, a venue may charge Circa Events to operate at the venue or request a percentage of the profits of your event to be paid to them. Clients are requested to obtain this information from their venue at the time of booking the venue so The Company are able to consider the options for catering the event. Should this be invoiced by the venue without prior agreement, the cost shall be passed on to the Client to pay directly.

6.5. All prices exclude VAT, subject to rates at the time of the quotation.

7. Licensing, Corkage & Statutory Controls

7.1. The Client must have the prior written consent of the Company to bring wines, sparkling wines, champagne and any other agreed alcohol onto licensed premises operated by the Company on a consumption basis only, for which the relevant service charges will apply.

7.2. The Classic (Silver) and Deluxe (Gold) drinks packages are sold based on drinks after the ceremony and until the end of the wedding breakfast, when tea and coffee is served.

7.3. The Ultimate (Platinum) package is as above with the addition of the evening bar from 7pm until the license ends or no later than 11:30pm. The Company does not include shots or doubles on this package in accordance with 'drink responsible' considerations. Exact details of what is included in this package is available on our menus and quotations.

7.3.1 If you have a late license past 11:30pm then the Company reserves the right to charge an additional cost for this additional time if you have purchased the Ultimate Package.

7.4. If you have purchased the Ultimate package, the Client cannot 'Resell' to guests by charging them in advance for this package. Should the Company discover this package has been 'sold' to guests, the terms of the package will not apply and guests will be required to buy drinks from the bar as part of a cash bar.

7.5. The Company reserves the right to conduct a head count on the day of the event to ensure all present guests have been paid for in advance if you have opted for the Ultimate Package. Should the guest numbers

exceed those that have been paid for the Client will be expected to pay for those additional guests on the day of the event.

7.6 All guests over the age of 16 must be paid for as part of a drinks package, even if the client believes certain guests will not be drinking.

7.7. The evening bar is operated solely by the Company and its representatives. Any charges made for this service will be clearly stated on quotations.

7.8. There are no provisions for card payments at our bars as it is on a cash only basis. It is the Client's responsibility to notify their guests of this.

7.8.1 If the venue is on private land, the Company will apply for a Temporary Event Notice so alcohol and entertainment is permitted at the venue for the duration of the event. The Company takes no responsibility if for any reason the Licensing Authority refuse to grant a Temporary Licence.

7.12 Any excessive rubbish or detritus left from the setting up of the event is the responsibility of the Client and must be removed from the venue the day following the event. A charge will be made by the Company should this be deemed excessive and cost the Company to rectify.

7.13. The Company and all its activities are subject to statutory controls, including those relating to fire, licensing and entertainment, and must be strictly observed by the Client and their guests and representatives.

8. Liabilities

8.1. Our total liability to you for any loss you suffer will be limited to the total amount of money payable to us for your wedding package. We will not be liable for any losses which were not reasonably foreseeable to both you and us when the contract was entered into or for any losses that were not caused by any breach of contract or breach of statutory duty or negligence on our part.

8.2. Nothing in these terms excludes or limits in any way our liability for death or personal injury caused by negligence, or for fraud or fraudulent misrepresentation, or for any other matter for which it would be illegal or unlawful for us to exclude or limit (or attempt to exclude or limit) our liability.

8.3. The Client is responsible for any damage caused to function rooms, public areas and equipment, by an act, default or neglect of the Client or guests and shall be liable to pay the Company and/or hirers of the venue on demand, the amount required to make good or remedy any such damage.

8.4. The Company is not responsible for any of the Client's personal effects or any vehicles belonging to the Client or their guests left overnight on the premises.

9. General

9.1. If only one person is making the wedding booking, that person confirms that s/he has the authority to make the booking on behalf of both persons intending to be married. Our contract will therefore be with both such persons.

9.2. In the unlikely event of a dispute arising, a complaint should be made to the management in charge of the function on the day and follow up with a complaint in writing within three working days of the Client's Event. Any complaints will be investigated by our Senior Management Team and a report will be submitted to the Client in response to the complaint with findings and conclusions within 14 working days of their complaint.

9.3. The Company's name, telephone number, email address, website and logo and any derivative of that name must not be used in any advertising or publicity without the express permission of the Company.

9.4. If any court or competent authority decides that any of the provisions of these terms are invalid, unlawful or unenforceable to any extent, the term will, to that extent only, be severed from the remaining

terms, which will continue to be valid to the fullest extent permitted by law

9.5. These terms shall be governed by English law and shall be subject to the non-exclusive jurisdiction of the English courts.

10. Your Personal Data Circa Events are fully GDPR compliant and as such when you submit your enquiry/booking to us, you acknowledge and provide your consent to our storage and use of your personal data; only for use to administer your enquiry which may include sharing your function sheet with your venue's in house management. We will not share your information with any other parties for marketing purposes, but may contact you for consent should we wish to share this information with parties we deem relevant to your booking, for example your florist, venue dressers.

Your data may be held on our secure database for up to 3 years after your event date. We will remove all data upon request as required by GDPR. To be notified of the data we hold for you or request its removal please email eat@circaCirca.com

Consent Please tick the box to confirm you consent to the information you provide being stored and used by Circa Events in order to administer your booking.

We would love to share photos and blogs about your event day, if you would prefer us not to upload images taken by Circa Events or provided to us by your photographer and/or Videographer which may identify you, your guests or the location of your venue then please tick here.

I/we consent to the terms and conditions set out above as our contract with Circa Events.

Printed Name 1

Signed

Printed Name 2

Signed

Dated