



## Circa Events 2024-2025-2026

### Terms & Conditions

#### CIRCA EVENTS CATERING

**\*\*PLEASE NOTE THESE ARE OUR GENERAL TERMS AND CONDITIONS AND NOT SPECIFIC TO EACH OF OUR VENUES. YOU WILL BE SENT PERSONAL TERMS AND CONDITIONS UPON 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' or 'the Hirer' means the persons, 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. If your wedding date is within a year or within six months of the booking date, you must pay the total deposit balance due detailed in point 5 of these terms and conditions.
- 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.
- 2.3. This will then secure Circa Events Catering, provided you receive confirmation of receipt from the Company.
- 2.4 You may change your Booking at any time up to 12 months before the start date of the Hire Term by contacting us. Requests to change Bookings must be made and confirmed in writing to [eat@circacirca.com](mailto:eat@circacirca.com). Cancellation and postponement options can be found at Clause 4.4.

#### **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 at each venue. This is £5,460.00 inclusive of VAT in 2024 and £5,817.50 in 2025 charged at the rate at the time of final invoice and is equivalent to 50 guests minimum (subject to venue capacity and agreed minimum numbers) having our basic package of two courses, classic drinks package and evening lite bites. Numbers & minimum packages are discussed and agreed on an individual basis at quotation stage and again at final invoice stage. This will be laid out in your quotation and should numbers drop more than 10% of the original number quoted, 90% of the original quotation will be charged.
- 3.1a Should maximum attendee numbers be set by the Government, the Company will proceed with the maximum permitted and continue the event under those restrictions. The Company's ability to provide the

services booked are not compromised by Government action. The Client will be charged for the number of actual attendees under this circumstance and should the balance have been paid, refund accordingly the difference in cost due to reduction of guest numbers.

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 including venue hire (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 & Postponements**

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. All changes to bookings must be directed to eat@circa.circa.com

4.1.a You may cancel your Booking for any reason, at any time. If you cancel, any refunds due will be paid to you as soon as is reasonably possible, and in any event within 30 calendar days of our acceptance of your cancellation. The amount refunded will be your payments made to date less our reasonable costs to cover the length of your booking: this includes the time spent conducting viewings, meetings, responding to emails and phone calls, creating contracts, invoicing, general administration, staff costs and menu tasting.

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. Any cancellation will be reasonably considered and losses to the Company calculated accordingly. The Company asks that should the Client wish to cancel, this is done in a timely and open manner with the hope that it can be resolved reasonably, swiftly and amicably by both parties.

4.3. If the wedding date is less than 6 months from the date of cancellation 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 as detailed in Clause 4.4

4.4. The below reflects the amount that will be charged upon **CUSTOMER CANCELLATION**:

<b>Period before your Booking within in which notice of cancellation is received by Circa Events</b>	<b>Customer Cancellation Charges</b> % of total venue hire charged
<b>More than 6 months</b>	25% of the catering balance will be retained by the company
<b>Between 3 and 6 months</b>	50% of the catering balance will be retained or invoiced by the company
<b>Less than 3 months</b>	75% of the catering balance will be retained or invoiced by the company

<b>1 week or less</b>	You will be required to pay the full wedding package price at time of quotation which will either be retained or invoiced by the company.
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4.4.a Should Government action prohibit weddings from taking place on your wedding date, the Company will endeavour to reschedule the wedding to an alternative date in the first instance at no cost to the Client. Alternatively the Client can seek a cancellation and a refund of monies will be arranged within 30 days, less any costs incurred by the company to date. This includes the time spent conducting viewings, meetings, responding to emails and phone calls, creating contracts, invoicing, general administration, staff costs and menu tasting as well as any actual on the day costs incurred such as food and staffing for the event should it be cancelled less than 72 hours before the event. The Client should seek to claim on their insurance policy should this arise.

4.5 If for any reason the Hirer requests to postpone their Booking, any such accommodation will depend on the availability of The Venue and on the exact date requested. The Hirer accepts that all postponement requests are at the discretion of The Company. The Hirer accepts that The Company cannot guarantee any reschedule to weekend dates during the following years' high season and that the following years' high season Saturday postponements are excluded.

4.6 The Hirer understands that such dates will be subject to the pricing structure valid during the year of the wedding. Should there be a difference in pricing between dates for either the catering or the venue hire, the new date will be reinviced at the higher rate and all monies due will be based on the new invoice for the new date, under the new pricing structure.

4.7. The Hirer accepts that the Hirer can only postpone once.

4.8 The Hirer will be expected to make a payment towards the balance of their wedding upon postponement, the terms are detailed below:

<b>Period before your Booking within in which notice of postponement is received by Circa Events</b>	<b>Customer Postponement</b> Amount due upon postponement
<b>More than 6 months</b>	£1000 towards the catering balance
<b>Between 3 and 6 months</b>	£2000 towards the catering balance
<b>Less than 3 months</b>	£3000 towards the catering balance
<b>1 week or less</b>	Full catering balance is due

4.9. 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. See Clause 5. We recommend: [www.events-insurance.co.uk](http://www.events-insurance.co.uk)

4.10. 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.

## 5. Deposits and Payments

5.1. A deposit of 25% of the catering estimate must be made to order to secure the Company's services on the chosen date.

5.2 A further payment towards your balance of 25% of your catering balance is due six months to the date of the wedding. All due dates are detailed on your booking form.

5.2b Payment terms upon booking;

Period of booking	Booking payment terms
Upon confirmation of date	14 days after confirming date deposit payment of 25% of the catering balance is due.
6 months to the date of the wedding	A further 25% of the catering balance is due. (50% of catering balance paid in advance of final invoice)
28 days before the wedding	Full and final payment of the catering balance (50%) is due based on final number attendees.

5.3. 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.

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

5.5 The Deposit Fee of the Price is to secure your Event Day for the Hirer and prevents the Company from accepting a new Booking on your Event Date. The Reservation Fee also covers the cost of any work already performed. This includes the time spent conducting viewings, meetings, responding to emails and phone calls, creating contracts, invoicing, general administration, and staff costs and is calculated at £54 per hour in 2024 and £60 per hour in 2025.

## 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.

6.6. All prices on your quotation include VAT, subject to rates at the time of invoice due date. This is subject to change dependant on government legislation.

## 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. The Drinks service charge commences as soon as the ceremony has ended, until the end of the wedding breakfast (guests are being served tea and coffee). Exact timings will be noted on your function sheet.

7.2. The Classic and Deluxe 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 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. Soft drinks are accordingly provided.

7.4. The evening bar is operated solely by the Company and its representatives. Any charges made for this service will be clearly stated on quotations. Should the venue provide an in house bar, this should be discussed in advance with the Company and any price adjustments made accordingly.

7.4a.1 If you have a late license past 11:30pm then the Company reserves the right to charge a per hour staff cost to cover their additional working hours.

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

7.6 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.

7.7. 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.

7.8 While the Event is likely to be an occasion for celebration, the Company operates a policy of zero tolerance towards (without limitation) the possession and/or use of illegal drugs, violence and drunken, abusive or threatening behaviour. In the event that the Event Manager or and employees discover or experience any such behaviour, The Company reserves the right to take such action as the Company considers (in its sole discretion) necessary to ensure the safety of its personnel, including but not limited to any of the following:

7.8a ceasing the sale of alcohol;

7.8b closing the bar early;

7.8c ending the Event early;

7.8d. involving the police;

7.8e. pursuing the individuals concerned in the civil courts, and the Client shall indemnify the Company and hold The Company harmless in the event that any such action becomes necessary

7.9 Should a guest be ejected from the venue due to intoxication, aggression/violence or suspected or actual drug use, it is the Clients responsibility to ensure this guest has been removed from the site of the Venue.

We suggest nominating a responsible person for ensuring this happens.

## **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. Events Outside of Our Control (Force Majeure)**

9.1 We will not be liable for any failure or delay in performing our obligations where that failure or delay results from any cause that is beyond our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond our reasonable control.

9.2 If any event described under this Clause 21 occurs that is likely to adversely affect our performance of our obligations:

(a) We will inform you as soon as is reasonably possible.

(b) Our obligations will be suspended and any time limits that we are bound by will be extended accordingly (where such extension is reasonably possible);

(c) We will inform you when the event outside of our reasonable control is over and provide any new dates, times or availability as necessary.

(d) If an event outside of our reasonable control occurs and you wish to cancel the Contract, you may do so in accordance with your rights to cancel. Any refunds due to you as a result of that cancellation will be paid to you as soon as is reasonably possible, and in any event within 30 calendar days of our acceptance of your cancellation;

(e) If an event outside of our reasonable control continues for more than 12 months or is likely to prevent us from making the Venue available and providing the Venue Hire in time for the start date of the Hire Term, the Contract will be cancelled in accordance with our rights to do so and you will be informed of the cancellation. Any refunds due to you as a result of that cancellation will be made as soon as is reasonably possible and in any event within 30 calendar days of our cancellation notice.

### **10. General**

10.1. 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.

10.2. 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 Clients 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.

10.3. 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.

10.4. 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

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

### **11. Your Personal Data**

11.1 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](mailto: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 then please tick here.

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

Printed Name .....

Signed .....

Dated .....