

1. Definitions

All reservations with Stones Events LTD are made upon and subject to the following terms and conditions and no variation will be accepted unless agreed in writing by Stones Events LTD. In these terms and conditions and the Agreement the following expressions shall have the following meanings:

1.1 Additional Costs:

means such additional costs attributable to the provision of additional services to the customer by Stones Events LTD together with ancillary charges for delivery and collection of supplies, storage, corkage and handling charges that may be charged by Stones Events LTD from time to time (which shall include VAT where applicable and/or other taxes, duties and appropriate other charges) details of which will be set out in the relevant invoice.

1.2 Additional Services:

means any additional services Stones Events LTD may agree to provide to the Customer.

1.3 Agreement:

means any agreement between Stones Events LTD and the Customer for the provision of catering services incorporating these terms and conditions.

1.4 Catering Services:

means the catering services set out in the agreement together with any additional services to be provided to the Customer by Stones Events LTD under the terms of the agreement.

1.5 Facilities:

means the facilities and/or equipment to be provided by or on behalf of the Customer at the premises on the function date.

1.6 Function date:

means the date and time of the function specified in the agreement

1.7 Invoice:

means an invoice given or despatched to the Customer detailing the catering services, price, additional services and any additional costs.

1.8 Price:

means the price to be paid by the Customer to Stones Events LTD including VAT, taxes, duties and any other appropriate charges.

1.9 Premises:

means the premises specified in the agreement at which the catering services are to be provided.

1.10 The client/customer:

means the person, firm, agent, or company booking the event.

2. Quotations and Confirmation

All quotations are valid for 30 days from the date the quotation is given to the Customer. Any quotation is given on the basis that it is not an offer capable of acceptance and that no contract will come into existence until an order is placed by the Customer and a booking deposit paid. No bookings shall be deemed to be accepted by Stones Events LTD unless, and until confirmed in writing by the Customer. The Customer's signature will confirm acceptance both of the Quotation and of these Terms and Conditions.

3. Deposit

Unless otherwise agreed in writing by Stones Events LTD, a booking deposit will be required on the signing hereof of £1000 plus VAT. 6 months prior to the event 25% of the anticipated cost calculated in accordance with these Terms & Conditions. Then a further 50% of amount calculated will be due 3 months prior to the event. All deposits are non-refundable. Until payment of the deposit is received, no contract will be deemed to be entered into between Stones Events LTD and the Customer. If any instalment of the price is not paid in full by the due date Stones Events LTD may:

Cancel or suspend commencement of the catering services:
The Customer shall reimburse Stones Events LTD (on a full indemnity basis) all costs and expenses incurred by Stones Events LTD in connection with the recovery of any monies due under the agreement.

4. Payment

The outstanding balance of the account is payable 7 days prior to event unless alternative arrangements have been agreed by Stones Events LTD. Credit will be given for the deposit paid. Payments are accepted by credit cards at an additional charge of 3%. Rates, prices and discounts published in catalogues, lists, mail shots, advertisements and other documents issued by the caterer are subject to variation at any time without prior notice.

5. Numbers

All prices quoted are for a minimum number of Guests, and any change in numbers will affect the overall price contained in the quotation. Confirmation of final minimum numbers must be given at least 3 months prior to the Event. If the numbers of persons who attend is more than the number notified, the Customer will be charged for each additional Guest at a price per head which is the same price as of the quotation for all inclusive items and services.

6. Additional Services

At any time, not less than 7 days prior to the function date, the Customer may submit to Stones Events LTD a written request for the provision of additional services. Stones Events LTD may at its sole discretion either accept or reject such request, subject to the Customers acceptance of the additional costs arising from the provision of such additional services.

7. Special Items

Stones Events LTD reserve the right to charge for the provision of special items (such as kitchen equipment) in addition to any costs agreed between Stones Events LTD and the Customer.

8. Menus

All details of the food and beverage to be served shall be set out within the Quotation, which is part hereof. Stones Events LTD 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 Customer.

9. 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 60 days before the Event	25%
Within 60 days of the event	50%
Within 28 days of the Event	75%
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 Customer will be charged.

10. Value Added Tax

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

11. Damages

Any expenses incurred for damages caused by any guest of the Customer or of any outside contractor hired by the Customer shall be the responsibility of the Customer who agrees to indemnify and hold harmless Stones Events LTD from all claims and actions against them arising as a result thereof. Stones Events LTD 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 Customer or his guests. Therefore the Customer will be responsible for and will Indemnify Stones Events LTD fully against all claims, costs, loss, damage or liability arising due to any act, neglect or default of the Customer or of any person for whom the Customer is responsible, including, but not limited to the persons the Customer has invited to the Event.

12. Breakages

If the Customer opts out of Stones Events LTD 5% Damage Waiver requirement, Stones Events LTD will charge any breakages, damages or loss of hired equipment to the Customer.

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 Stones Events LTD is unable to perform its obligations under this Agreement such non-performance is excused and Stones Events LTD may terminate this agreement without further liability of any nature upon return of the deposit paid. In no event will Stones Events LTD 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 Stones Events LTD 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.

15. Law and Jurisdiction and Mediation

This agreement shall be governed by and constructed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English Court in respect of any dispute or matter arising out of or connected with this agreement. Notwithstanding the jurisdiction of the English Court the parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this agreement promptly through negotiations between the parties or the respective Senior Executives of the parties who have authority to settle the same. If the matter is not resolved through negotiations, the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure recommended to the parties by the Centre for Dispute Resolution.

16. Misc

Complaints must be addressed in writing to the Managing Director of Stones Events LTD within 14 days of the event.
Cloakrooms - Stones Events LTD does not accept responsibility for lost, missing or damaged items.
Any advice or recommendation given by the caterer or its employees shall be followed or acted upon entirely at the customer's risk.

Please confirm your agreement to these terms

SIGNED
DATE OF BOOKING
PRINT
DATE SIGNED
CONFIRMED MINIMUM NUMBERS

FOR OFFICE USE ONLY

OFFICE SIGNATURE
NAME
POSITION
EVENT REFERENCE