

## TERMS AND CONDITIONS OF BUSINESS ("TERMS")

### 1. Definitions

In these Terms the following expressions shall have the following meanings:-

### 2. Application of Terms and Quotations

2.1. These Terms shall apply to and be incorporated into the Agreement to the exclusion of all other terms.

2.2. Any quotation is valid for a period of 30 days from its date, provided that Plyvine has not previously withdrawn it. Plyvine reserves the right to increase its prices or change the Menu due to any factor beyond the control of Plyvine or any change to the services requested by the Customer or failure of the Customer to provide adequate information or instructions in connection with the Event.

### 3. Appointment and Customer's Obligations

3.1. The Customer appoints Plyvine to supply the Services at the Venue on the Event Date.

3.2. The Customer shall:

3.2.1. sign and return the Booking Form to Plyvine having read and accepted these Terms ;

"**Additional Costs**" means any ancillary or additional costs charged by Plyvine including, without limitation, charges contemplated by clauses 3.2.5, 3.2.7, 3.2.8, 6.3, 6.4 and 7.1;

"**Agreement**" means this Agreement between Plyvine and the Customer incorporating these Terms whereby Plyvine has agreed to provide the Services for the benefit of the Customer at the Event in return for the Customer paying the Price. This Agreement shall consist of the Booking Form and these Terms;

"**Booking Form**" means the booking form, contract note and any correspondence issued to the Customer by Plyvine in connection with the Event;

"**Customer**" means the party engaging Plyvine to provide the Services at the Event;

"**Event**" means the event being held on the Event Date at the Venue at which Plyvine has agreed to supply the Services;

"**Event Date**" means the date of the Event as specified in the Booking Form;

"**Menu**" means the agreed menu setting out the food and beverages to be supplied by Plyvine at the Event and shall include any revisions or amendments to the Menu agreed by Plyvine;

"**Plyvine**" **PLYVINE CATERING LIMITED** (Company No. 01532914) the registered office of which is situated at Unit 7, Pedmore Road Industrial Estate, Pedmore Road, Brierley Hill, West Midlands, DY5 1TJ;

"**Price**" means the Price payable by the Customer to Plyvine as set out in the Booking Form or as may be adjusted from time to time in accordance with these Terms;

"**Services**" means the Services set out on the Booking Form or may as be agreed in writing between Plyvine and the Customer from time to time; and

"**Venue**" means the location at which the Event is to be held as specified in the Booking Form.

3.2.2. Notify Plyvine of the final number of covers for the Event (and other guests attending the Event) not later than 14 days prior to the Event Date. These numbers will still be payable if the client requests to reduce the numbers within 14 days of the event. In the event of an increase in covers, the Customer shall notify Plyvine not less than 24 hours before the Event. Plyvine will endeavour to provide the Services for the increased number of cover at extra cost but cannot guarantee to accommodate such changes;

3.2.3. Procure that Plyvine is able to **gain satisfactory access to and exit from the Venue with its mobile kitchens, vehicles and other equipment and they are sited adjacent to the service area;**

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3.2.4. Procure that Plyvine has satisfactory **access to water, heating, lighting, electricity, gas and any other services** required by Plyvine and such services are wholly adequate for the requirements of Plyvine notwithstanding any other suppliers to the Event;

3.2.5. Remain responsible for **ensuring that the appropriate number of special request meals (i.e. vegetarian/gluten free) are ordered**. Where special request meals are to be provided, the Customer shall clearly indicate to whom the meals are to be served. Where a special diet cost Plyvine more than the menu price booked then additional costs may be charged. Plyvine shall not be liable where insufficient numbers of special request meals are available or in the event that additional special request meals are required at the Event. The client to advise Plyvine of any guests that are intolerable to any allergens and to identify them;

3.2.6 Ensure when booking meals for a show or event where Plyvine will accept tickets on the customers behalf:  
(a) the customer supplies an accurate number so Plyvine can cater properly with regards to staff and food  
(b) the customers agrees that if less tickets are redeemed than booked by the customer, that the maximum acceptable difference (if less than the number booked) is 10%  
(c) the customer agrees that the meal price associated with that ticket will be payable by the customer  
(d) the customer agrees in the event tickets are lost or damaged by Plyvine or the customer the number booked will be payable

3.2.7 Ensure that, where Plyvine is supplying a mobile bar:  
(a) the Customer procures that the Venue has the appropriate licence to sell intoxicating liquor or, where Plyvine agrees to arrange a licence, then the Customer shall (where requested by Plyvine) use its best endeavours to assist Plyvine to obtain such a licence.  
(b) Plyvine has access for delivery of the mobile bar on the Event Date during the day prior to the start of the Event. Plyvine cannot guarantee to be able to install the bar in the hour prior to commencement of the Event;  
(c) no alcohol shall be consumed by guests attending the Event other than that purchased from Plyvine, save where the Customer and Plyvine have agreed corkage terms in accordance with clause 3.2.7;  
(d) no alcohol is sold at the Event other than alcoholic beverages supplied by Plyvine; and  
(e) the Customer and its guests shall adhere to and not breach or cause Plyvine to be in breach of the terms of any temporary events notice or premises licence obtained for the Event or in place at the Venue and to opening hours of the bar;

3.2.8. pay the corkage charges to Plyvine where applicable;

3.2.9. pay the Price and any Additional Costs (including all costs where Plyvine is to obtain a temporary licence to supply intoxicating liquor at the Venue) arising directly or indirectly from the Customer's failure to comply with this clause 3.2 (including costs for breakages or damage to equipment whilst on hire to the Customer) in accordance with clause 6; and

3.3.0. put in place any required insurance for the Event other than that set out in clause 4.5 below.

#### **4. Plyvine's Obligations**

On the Event Date, Plyvine shall be responsible for (if instructed to do so by the Customer):-

4.1. providing at the Venue the Services. Plyvine shall use all reasonable endeavours to provide the Menu selected by the Customer but in certain circumstances, certain items may not be available. In this instance, Plyvine reserve the right to substitute alternative products of equivalent standard without notice;

4.2. the ordering and purchasing of all supplies to be used by Plyvine in the provision of the Services (such supplies to be ordered in the name and on behalf of Plyvine and not the Customer and to remain the sole property of Plyvine);

4.3. the provision of staff as is required for the provision of the Services and the administration relating to it;

4.4. the payment of any suppliers with whom Plyvine shall enter into contracts in accordance with clause 4.2;

4.5. liaising with the appropriate authorities to obtain any temporary events notice and/or premises licence. Plyvine shall use reasonable endeavours to obtain the necessary notice or licence.

4.6. effecting and maintaining insurance cover solely in respect of the following risks arising from the provision of the

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Services:-

4.6.1. employer's liability; and

4.6.2. public liability and product liability (including cover in respect of food poisoning and deleterious substances in foodstuffs and beverages due to the negligence of Plyvine) but not for more than £500,000.00 in respect of the Event.

## **5. Cancellation**

5.1. Any cancellation shall be notified by telephone and confirmed in writing to Plyvine's registered office . The Services shall not be deemed cancelled unless the Customer receives a written acknowledgement from Plyvine.

5.2. If an Event is cancelled by you, Plyvine reserves the right to make the following charges:

5.2.1. If you have booked Plyvine for an outside event e.g agricultural show, dog show, trade show etc and the event is cancelled for any reason Plyvine reserve the right to invoice the customer for any deposit if not paid and costs and losses incurred by Plyvine up to the time of cancellation.

5.3. Plyvine reserves the right to cancel the Agreement where:

5.3.1. the Venue is not suitable for the Services to be provided by Plyvine in a suitable, practical and safe environment;

5.3.2. the Booking Form and Terms are not returned to Plyvine in accordance with clause 3.2.1;

5.3.3. the Customer fails to pay the deposit in accordance with clause 6.1;

5.3.4. the Event Date is changed by the Customer and Plyvine is unable to provide the Services due to another booking; or

5.3.5. the number of covers confirming attendance at the Event make the provision of Services to the Event, in the sole opinion of Plyvine, not financially viable. and Plyvine shall not be liable to the Customer in the event that Plyvine is forced to cancel in accordance with this clause 5.3.

## **Period before Event Date Percentage of Price payable**

5.2. Less than 7 days 100%

5.2. Less than 2 weeks 75%

5.2. Less than 30 days 50%

5.2. Less than 60 days 25%

## **6. Payment**

6.1. The Customer shall pay a **non-refundable deposit of 25%** of the Price when accepting the Booking Form. If the deposit is not received by Plyvine, then Plyvine shall be entitled to treat the Event as cancelled and the Agreement between it and the Customer as having been terminated. In the event the booking has been accepted and Plyvine has agreed to not taking a deposit for any reason then the 25% deposit will be payable on cancellation unless the notice period is less than 60 days in which case the percentage table above is applicable.

6.2. The Customer shall pay to Plyvine by way of BACS transfer, cash or card the balance of the Price (plus VAT for which the Customer shall be additionally liable) no later than 14 days before the date of the Event or immediately on Plyvine accepting to provide the Services where there are less than 14 days until the Event Date, unless Plyvine has agreed in writing to alternative payment terms. In the event that Plyvine and the Customer agree to alternative payment terms, all invoices shall be settled on delivery of the invoice. Time for payment is of the essence.

6.3. In the event that the Customer requires Plyvine to provide the Services to additional covers, then the Customer shall be responsible for the Additional Costs of providing the Services. In the event that fewer covers attend the Event, the Customer shall remain responsible for the Price.

6.4. Plyvine reserve the right to make an additional charge where Plyvine incurs additional staffing costs due to any unforeseen delays at the Event. This could be due to late arrival or over running on speeches or entertainers.Charges are likely to be applicable 3 hours after the agreed meal time.

6.5. If the Customer fails to pay any amount overdue (such amount and due date of payment being determined in accordance with clause 4.2 the Customer shall pay to Plyvine interest on any amount due at a daily rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998 applicable from the invoice date until the date of payment.

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## 7. Additional services

7.1. Additional services may be available on the Customer's written request to be received not less than 7 days prior to the Event ("Change Request") but the Customer shall be responsible for any Additional Costs as agreed between Plyvine and the Customer.

7.2. Plyvine shall consider the Change Request and if it confirms its acceptance, shall notify the Customer within 48 hours of receipt of the Change Request.

## 8. Termination on default etc

Plyvine may at any time by written notice terminate this agreement without liability for compensation or damages if:-

8.1. the Customer fails to comply with any of its obligations under this Agreement or any agreement supplemental to it;

8.2. the Customer (being a Company) convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the other) for the purposes of and followed by amalgamation or reconstruction; or

8.3. the Customers (being an individual) is deemed unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of Section 268 of the Insolvency Act 1986.

## 9. Limitation of Liability

9.1. This condition sets out the entire financial liability of Plyvine (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Customer in respect of:

- (a) any breach of the Agreement;
- (b) any use made by the Customer of the Services or any part of them; and
- (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with this Agreement.

9.2. Plyvine shall not be liable in the event that any food is consumed more than two hours of delivery where Plyvine is not providing additional services or initial serving.

9.3. Plyvine shall not be liable for any failure to obtain a temporary events licence or premises licence due to factors outside its control.

9.4. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Agreement.

9.5. Nothing in these Terms limits or excludes the liability of Plyvine:

- (a) for death or personal injury resulting from negligence; or
- (b) for any damage or liability incurred by the Customer as a result of fraud or fraudulent misrepresentation by Plyvine;
- (c) save where the Customer is a consumer, for any liability incurred by the Customer as a result of any breach by Plyvine of the condition as to title or the warranty as to quiet possession implied by section 2 of the Supply of Goods and Services Act 1982.

9.6. Plyvine will not be liable to the Customer for any indirect or consequential loss, damage (**including damage to the Venue, fields, lawns, grounds as a result of poor weather**), third party losses or expenses howsoever arising out of any negligence or breach of this Agreement.

9.7. Subject to conditions 9.2 to 9.5, Plyvine's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Agreement shall be limited to the price paid for the Services.

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## **10. Force Majeure**

Plyvine shall have no liability to the Customer under this Agreement if it is prevented from or delayed in performing its obligations under this Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including strikes, lock-outs or other industrial disputes (whether involving the workforce of Plyvine or any other party), failure of a utility service or transport network, inability to gain access to the Venue, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

## **11. Entire agreement**

This Agreement embodies the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises, terms, conditions or obligations oral or written express or implied other than those contained in this Agreement. Each of the parties irrevocably and unconditionally waives any right it may have to claim damages or to rescind this agreement for any misrepresentation whether or not contained in this Agreement or for any breach of warranty not contained in this Agreement unless the misrepresentation or warranty was made fraudulently.

## **12. Variation**

No variation or amendment of this agreement or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of all parties.

## **13. Third party rights**

A person who is not a party to this agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any terms of this agreement.

## **14. Notices**

14.1. Any notice given under this agreement shall be in writing and may be served:-

14.1.1. personally; or

14.1.2. by registered or recorded delivery mail.

14.2. Each party's address for the service of notice shall be the above mentioned address or such other address as it specific by notice to the others.

14.3. A notice shall be deemed to have been served:-

14.3.1. if it was served in person, at the time of service; and

14.3.2. if it was served by post, 48 hours after it was posted.

## **15. Law and Jurisdiction**

This Agreement shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.