

Hickory's Event Terms and Conditions

Introduction

These terms and conditions form part of the contractual agreement between you and us. Please read them carefully. Hickory reserves the right to change these terms and conditions at any time subject to the Customer being notified of such changes as soon as reasonably possible.

1. Definitions

1.1 In this Agreement) the following words and expressions shall have the respective meanings as specified hereunder, except where the context otherwise requires: -

"Agreement" means these Terms and Conditions, together with the Hickory Event Order Confirmation;

"Authorised Person" means the person nominated by the Customer prior to or at the commencement of the Event who has the Customer's authority to approve expenditure or otherwise provide instructions to Hickory and/or third parties.

"Balancing Payment" means the amount to be paid by the Customer after an Event, being the amount by which the Final Charge exceeds the sums paid by the Customer up to the date of the Final Invoice;

"Booking" means a reservation, instruction or other form of commitment by the Customer for Services to be provided by Hickory pursuant to this Agreement;

"Charges" means the charges for the Services as set out or confirmed in the Event Order Confirmation, or where no charge is quoted, the charge listed in Hickory's published price list at the date of the Event Order Confirmation;

"Customer" means any person, firm, company or organisation who contracts with Hickory for the provision of Services;

"Confirmed Booking" means a Booking for which Hickory has provided an Event Order Confirmation to the Customer;

"Consumables" means the food, drink, wines, spirits supplied by Hickory at the Event;

"Deposit" means the sum payable by the Customer as further described at Clause 3.1 below;

"Event" means the wedding, banquet, function, conference or other specified occasion, for which Hickory is engaged to provide the Services;

“Event Order Confirmation” means any letter(s) or email(s) provided to you by Hickory after confirming details of your Booking;

“Final Event Order Confirmation” means the last Event Order Confirmation provided to you by Hickory prior to the Event;

“Final Invoice” means the invoice for the Balancing Payment issued by Hickory after the Event;

“Final Charge” means the total charge for the Services provided for the Event, including On the Day Charges, Consumables, any Good Housekeeping Charge and any extra goods or services provided which are additional to the initial Booking.

“Good Housekeeping Charge” means charges in relation to breakages, damage or other costs caused by the Customer or Guests at the Event;

“Good Housekeeping Deposit” means the deposit which may be required by a Venue to cover any Good Housekeeping Charge;

“Good Housekeeping Report” means a report provided to the Customer by Hickory in accordance with clause 6.3 detailing any breakages, damage or other costs caused by the Customer or Guests at the Event;

“Guaranteed Minimum Number” means the minimum number of Guests attending the Event;

“Guest” means a person who attends an Event;

“Hickory” and **“we”** or **“us”** means GH Event Catering Limited, a company incorporated under Companies Acts (company number SC430051) having its registered office at Stuart House, Station Road, Musselburgh, EH21 7PQ and trading as ‘Hickory’;

“Initial Event Order Confirmation” means the Event Order Confirmation provided to you by Hickory after receipt of the Deposit which confirms our acceptance of your Booking;

“Interim Payments” means further payments made by the Customer after the Deposit has been paid but prior to the Final Invoice;

“On the Day Charges” means any additional Services or Consumables provided by Hickory at the Event which were not paid for prior to the Event;

“Projected Price” means the price quoted by hickory and set out in the Event Order Confirmation based on the information provided in the Customer’s Booking or as otherwise agreed, including the Guaranteed Minimum Number of Guests;

“Services” means the provision of catering Services, function Services and supply of Consumables as set out in the Event Order Confirmation;

“Third Party Supplier” means any third parties who supply any services to the Customer.

“Venue” means the facilities, premises or location where the Event is taking place.

2. Booking an Event

Hickory wish to ensure that both your requirements and the process from the time of your Booking onwards are clear to both parties. At the time we provide you with our Quotation, we will provide you with a copy of these Terms and Conditions. Once we receive your Booking we will send you an Initial Event Order Confirmation, which will confirm the details of your Booking, together with any required clarifications, amendments or further information we feel is important. Please check the Initial Event Order Confirmation carefully because it, together with these Terms and Conditions will form the basis of the contractual agreement between you and us. If changes are made prior to the Event, or further information becomes available, further Event Order Confirmations will be issued, with a Final Event Order Confirmation being issued once all details are finalised. When you have received the Initial Event Order Confirmation and paid the Deposit, the Agreement between us will be established.

3. Charges and Payment

3.1 Unless agreed otherwise and confirmed in the Event Order Confirmation, the Deposit will be 10% of the Projected Price or a minimum £1500.00, whichever is the greater value. Deposits are non-refundable.

3.2 The Deposit must be paid within 7 days of the Event Order Confirmation unless otherwise agreed in writing. If the Deposit is not paid in this time the Booking will not be effective and no Agreement will exist between us. If the Deposit is paid late Hickory may agree to nonetheless to reinstate the Booking at our sole discretion.

3.3 Interim Payments will be due as follows, unless agreed otherwise and confirmed in the Event Order Confirmation:-

- 35% of the Projected Price payable 24 weeks prior to the Event
- The balance of the Projected Price value payable 4 weeks prior to the Event

3.4 The cost of any agreed extras subsequent to the initial Booking will be added to the Projected Price and will be payable prior to the Event either with the above Interim Payments or as invoiced separately with payment due immediately.

3.5 Hickory will request a £250.00 Good Housekeeping Deposit which should be paid 7-days prior to your event. The Good Housekeeping Deposit will be refunded in line with sections

6.3 and 6.4 of these conditions provided there is no breach of the Conditions of Hire, there is no damage to the facility or equipment, and/or there is no extra cleaning required at the conclusion of the booking.

3.5 An imprint of your credit or debit card will be taken either prior to or on the day of the Event, as agreed between us. All On the Day Charges will be charged to your credit or debit card. We will provide you with a summary of all On the Day Charges with the Final Invoice.

3.6 Payment of the Final Invoice will be due within 7 days of the date of issue, failing which the total sum outstanding will be taken from your credit or debit card.

3.7 The start and finish times of your Event will be set out in the Event Order Confirmation. Hickory reserves the right to make additional charges for Events which subsequently commence before or run on beyond these times.

3.8 All invoices are payable within 7 days of the invoice date. Failure to pay Interim Payments when due will entitle Hickory without prejudice to any other rights or remedy available to cancel the provision of the Services and terminate the Agreement.

3.9 All queries relating to amounts invoiced must be notified in writing to Hickory within 7 days of the date of the invoice.

3.10 Hickory reserves the right to charge interest on overdue accounts at a rate of 5% per month.

3.11 All charges are subject to Value Added Tax unless otherwise stated. Payments are required in pounds Sterling only.

3.12 Hickory accepts payment by the following methods: note – for some payment methods charges will apply:

- Debit card – no charge
- BACS transfer – no charge
- Visa/MasterCard – 2.5% of payment value
- American Express – 3.5% of payment value

4. Consumables

4.1 Hickory has the sole right to the provision of the Services in its designated areas at the Event and no Consumables may be bought into these areas. Where by prior agreement between us, Customers consume their own beverage a corkage charge shall be applied unless the Venue operates the bar facilities direct.

4.2 When Consumables are charged on a consumption basis, the Customer shall check the opening and closing stocks of the Consumables in the presence of Hickory's

representative(s). In the event of a Customer refusing or delaying to do so, the figures recorded by Hickory shall be conclusive.

4.3 It is the Customers responsibility to notify Hickory of its Authorised Person for the Event and to ensure that all orders of Consumables are signed for by the authorised representative of the Customer. Where the Customer fails to notify Hickory of its Authorised Person or orders are placed by persons other than a Customer's Authorised Person, the figures recorded by Hickory shall be conclusive and the Customer shall be bound to pay the charges for the Services. Hickory will not accept any adjustments to the price unless this procedure is followed.

4.4 All Consumables offered are subject to availability. Where Consumables are not available, all reasonable endeavours will be made to offer the closest available substitute.

5. Numbers Attending and Event Final Details

5.1 At the time of booking the Customer shall provide details of the Guaranteed Minimum Number for the Event. The Customer shall confirm the final expected number attending not less than 7 working days prior to the Event. Charges for the Services will be based on Guaranteed Minimum Number or the number actually attending, if greater.

5.2 Final details of menus including any special dietary requirements need to be confirmed by the Customer by the date specified in the Event Order Confirmation and where no date has been specified at least four weeks prior to the Event.

6. Venue Hire

6.1 If the Event is at a Venue managed by Hickory, the Venue hire cost will be included in the Event Charges. If the Venue hire is arranged by Hickory on behalf of the Customer, a hire fee will be included in the Projected Price and shown separately on the Event Order Confirmation. Where the Customer has arranged the Venue, the Customer will be contracting directly with the Venue for the hire and will be responsible for payment of associated charges. The Customer undertakes to provide Hickory with all necessary information to allow Hickory to fully deliver the Services.

6.2 It is your responsibility to ensure that your Event Guests or third party supplier behave in a way that does not cause damage to facilities or equipment provided by Hickory, the Venue or other service providers, or that creates a nuisance or unreasonable disruption to our staff or to anyone else present during the Event. Should any of your Event Guests or third party suppliers refuse to, or appear unwilling to alter any aspect of behaviour that is unacceptable to us, we reserve the right to terminate the stay of the person(s) involved or all your Event Guests.

6.3 The cost of repairing any damage to the property, contents or grounds caused by Guests or third party suppliers arranged by you must be paid to Hickory who will issue a Good

Housekeeping Report within 7 days of the Event. Any queries regarding the Good Housekeeping Report must be provided to Hickory within 7 days of the Good Housekeeping Report date, failing which the Good Housekeeping Report will be deemed to be accepted and Hickory will issue the Final Invoice. Where a Good Housekeeping Deposit has been provided, the Good Housekeeping Charges will be debited and the balance returned to the Customer. Where the Good Housekeeping Charges exceed the value of the Good Housekeeping Deposit or if no Good Housekeeping Deposit has been provided, Good Housekeeping Charges will be included in the Final Invoice.

6.4 Where a Good Housekeeping Report is queried by the Customer, Hickory will endeavor to carry out whatever investigation or provide such clarification as is merited. If after Hickory have responded to the Customer's query the matter is resolved, or after a reasonable period of time if not, Hickory will issue the Final Invoice. The Final Invoice is payable within 7 days.

6.5 The Customer will be responsible for booking, payment and other arrangements with regard to third party suppliers whom the Customer engages directly and for ensuring that they liaise, co-operate and comply with all policies, procedures and instructions of Hickory and the Venue.

7. Changes

Hickory will endeavor to accommodate all reasonable changes to the Booking requested by the Customer prior to the Event. Change requests must be confirmed in writing by the Customer. Hickory will advise the Customer of any applicable changes to the Event Charges as a consequence of the Customer's change request.

8. Cancellations by Hickory

8.1 Hickory may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to the Customer if:-

- The Venue has to be closed for reasons beyond Hickory's or the Venue's control; or
- The Customer is already in arrears with any payment due to Hickory or Venue owner. Or
- The Customer is in breach of any of these terms and conditions and any Venue terms and conditions of hire and fails to rectify such breach within 7 days of written request as to do by Hickory and; or
- A petition is presented or a resolution is passed for the winding up of the Customer (except for the purpose of a reconstruction, amalgamation or members voluntary liquidation); or the Customer stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on its business or;
- An encumbrance takes possession or a Receiver is appointed over the whole or part of the assets or under-taking of the Customer or;
- The Customer is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or

- An application is made to the Court under Section 9 of the Insolvency Act 1986 for an Administration Order in relation to the Customer or if the Customer passes a resolution for the making of any such application to the Court; or
- A proposal is made under Section 1 of the Insolvency Act 1986 for a voluntary arrangement in relation to the debts or affairs of the Customer; or
- The Customer shall convene a meeting of or propose to enter into any arrangement with its creditors generally; or
- The Customer (being an individual) is adjudicated bankrupt or dies.

9. Cancellations by the Customer

9.1 A Confirmed Booking shall only be deemed to be cancelled when Hickory receives written notification of the cancellation.

9.2 Where a Customer cancels this Agreement or the provision of Services thereunder, the following charges shall apply:-

- Over 24 weeks' notice of cancellation – the greater of 10% of the Projected Price or £750.00.
- Between 18 and 24 weeks' notice of cancellation - 35% of the Projected Price.
- Between 12 and 18 weeks' notice of cancellation – 50% of the Projected Price.
- Less than 12 weeks' notice of cancellation - 100% of the Projected Price.

10. Liability

10.1 Hickory shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of Hickory's obligations in relation to the Services if such delay or failure is due to any cause beyond Hickory's reasonable control (but the charges may be subject to abatement by a fair and reasonable apportionment). Examples of such causes beyond Hickory's control include but are not limited to: acts of God, inclement weather, criminal acts or omissions, any form of Government intervention, war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots, and floods, fires, explosions or other catastrophes

10.2 Hickory shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of Services pursuant to the terms and conditions (except in respect of death or personal injury resulting from negligence) and the total liability of Hickory for any other loss of the Customer shall not exceed the Projected Price.

10.3 The Customer agrees to pay any loss or liability of any kind to us or any other person caused by the Customer or any of the Guests and to indemnify Hickory in full against all injury (including death) to any persons or loss of or damage to any of our or of the Venue's facilities or any other property which may arise out of any negligence, act of omission by the Customer or Guests.

10.4 Any loss of or damage to property of the Customer or Guests should be reported to Hickory at the earliest possible opportunity. Any lost property discovered by Hickory will be kept securely for up to 30 days (depending on the nature of the item) until claimed by the owner, failing which it will be either destroyed or donated to charity. Where possible, Hickory will endeavour to contact the owner of any lost property. Full details of how lost property is dealt with are contained in the accompanying Hickory Lost Property Policy. Notwithstanding the foregoing, Hickory accepts no liability for the loss or damage to any property or personal belongings brought onto the Venue by the Customer or Guests.

10.5 Hickory will take all reasonable care of property or equipment provided at the Event by the Customer and/or third party suppliers arranged by the Customer. Should loss or damage be sustained to any such property or equipment, this should be reported to Hickory at the earliest possible opportunity. Hickory will report to the Customer or third party supplier any loss or damage which it discovers or which is brought to our attention and shall keep records of the circumstances and nature of the loss or damage.

11. General

11.1 No variation to these terms and conditions shall be effective unless agreed in writing and signed on behalf of Hickory and the Customer.

11.2 These terms and conditions shall prevail over any conditions offered by the Customer.

11.3 If the Customer comprises more than one person those persons shall be jointly and severally liable under this Agreement.

11.4 The Customer shall not assign, transfer, sub-contract, or in any other manner make over to any third party the benefit and/or burden of this Agreement in whole or in part without the prior written consent of Hickory, which consent shall not be unreasonably withheld or delayed. Hickory may subcontract, assign or transfer our obligations or rights to a competent third party whether in whole or in part.

11.5 This Agreement shall be governed and construed in accordance with Scots Law and each party agrees to submit to the non-exclusive jurisdiction of the Scottish Courts as regards any claim or matter arising.

12. Social Media

12.1 Hickory as part of our marketing, collect photographic images relating to some events for use on

- Social media
- Marketing campaigns
- E-marketing.

To opt out of any photographic campaigns, email info@hickoryfood.co.uk.

HICKORY