

Top Hat Catering Limited: Terms and Conditions

In these Terms and Conditions "Top Hat Catering" means Top Hat Catering Limited and "the Client" means the person or company booking the event.

Quotations

Written quotations are valid for 3 months from the date of quotation and may be subject to change following a site visit or further information gathering. All prices are subject to VAT at the prevailing rate. All quotations contain fixed costs which will not be reduced if the final number of guests is less than originally quoted for.

Confirmation

All bookings should be confirmed by signing and returning the Confirmation of Order form along with the deposit (see below). Verbal confirmation will be taken as acceptance of Top Hat Catering's Terms and Conditions.

Menu Prices and Numbers

Menu prices quoted by Top Hat Catering are prepared on the basis of specific numbers of guests; and are subject to a minimum of 8 guests. All prices are based on costs prevailing at the time of the quotation and are conditional upon market availability. Prices are subject to variation in the event of changes to numbers of guests. Confirmation of final numbers must be given not later than 5 working days prior to the event, after which time any decrease in numbers cannot be accepted and the full charge will be made. Top Hat Catering will notify the Client promptly of any price changes or variations to the quotation.

Final Numbers

Invoices are based on the final numbers confirmed not later than 5 working days before the function, or on the numbers actually catered for, should this be higher. Should the numbers decrease within 5 working days the higher, original figure will be charged for. Should the numbers rise during this time, we reserve the right to charge a re-booking charge. This fee will be calculated on a 15% charge on all costs relating to the increase, i.e. staff, food, drinks and equipment. This is to take into account additional ordering and kitchen time and any penalties levied by our subcontractors.

Deposit

A deposit of 70% of the quoted price is due no later than 30 days before the date of the event, or as soon as the booking is made, whichever is closest to the event date. All deposits are non refundable. Payment may be made by sterling cheque or direct transfer to Top Hat Catering's bank account.

Cancellation

Any cancellation of an event must be in writing. In the event of a confirmed booking being cancelled, the following charges will apply:

Within 14 days of event	62 1/2 % of the quoted price
Within 7 days of event	75% of the quoted price
Within 4 working days of event	100% of the quoted price

Any liability to sub contractors or other direct costs or expenses incurred on behalf of the Client will also be charged to the Client.

Final Invoice

The final invoice will be sent after the event, and is payable within 7 days of the date of issue. Payment may be made by sterling cheque or direct bank account transfer to Top Hat Catering's bank account. Top Hat Catering reserves the right to charge interest at 8% above base rate per annum or the monthly equivalent on all outstanding balances.

Loss or Damage

Except in the case of the negligent or wilful conduct of Top Hat Catering, its employees or agents, Top Hat Catering accepts no liability for any loss caused by Top Hat Catering's failure to perform its obligations. The Client is responsible for any loss or damage to hired equipment, from the time of delivery until collection by Top Hat Catering, or its sub contractor, or returned by the Client. Any losses or breakages will be charged to the Client at full replacement cost. The Client should, in his own interest, ensure that all such equipment is insured.

Complaints Any complaint shall be made promptly and in any event must be received at Top Hat Catering's address in writing not more than 7 days from the date of the event concerned.

Beverages All unopened and undamaged wines, spirits and soft drinks (except non-stock items and fresh fruit juices) are provided on a sale or return basis. Top Hat Catering does not charge corkage, but charges £15 per 5 cases of wine (60 bottles) for handling and disposal of empty bottles and £1 per case per day for the storage of the Client's own drinks.

Tastings

All food and labour costs incurred in arranging food and wine tastings on behalf of the Client will be fully charged to the Client. Where Top Hat Catering is engaged to cater for more than 100 guests, these costs will be credited in the final invoice.

Delivery

Any time or date stated by the Company for the delivery or removal of goods required in the provision of services is an estimate only and shall not be an essential term of the contract. Delivery and collection will be attempted to all reasonable areas at the venue or facility. However should the access be restricted or additional time, personnel or facilities required, any additional costs will be passed on to the client.

Wines

Are subject to market availability, and vintages and prices may be altered.

Late finishes

Any taxi charges to get staff home safely after 11pm will be passed on at cost. We endeavour to keep this to a minimum, but this is for the safety of our staff, many of whom are young and female.

Force Majeure

No liability is accepted by Top Hat Catering for failure of performance due to strike, lockout, hostilities or any other circumstances outside the control of Top Hat Catering.