

## **Yellow Kitchen Terms and Conditions**

### **Contract Basics**

#### **Contract Detail**

To secure your chosen event date, kindly read and fulfil your contract by submitting a deposit of £300. Please note that this condition only applies to events that included a private tasting.

At least 15 days before your event, please confirm the final menu, event numbers, and any special requests so that we can prepare your final account.

For the remaining balance, we require a 40% payment at least 30 days before your event. However, for weddings with over 100 guests, we require a 40% payment at least 60 days before your event.

### **General Terms**

This is a contract between you the client and Yellow Kitchen Catering LTD. This contract is for services of any, and/or all of the planning, preparing, managing and catering for your event and supply of other services in relation to it.

These terms and conditions are governed and construed in accordance with English Law. If any part of these terms and conditions is found to be invalid or unenforceable, then the remainder of these terms and conditions will not be affected but will remain valid and enforceable.

### **Confirmation**

Please confirm your reserved date and agreement to these terms and conditions by reading, completing and returning this contract within 14 days of its issue. Bookings will be treated as provisional until we receive a completed contract and deposit. Yellow Kitchen reserves the right to release any booking for which we have not received a signed contract.

### **Tastings**

Complimentary tastings are typically limited to two individuals but can be extended to accommodate up to five people with prior arrangements. The tasting typically features a range of canapés, four starters, three main courses, and a selection of desserts. Additional charges may apply for larger groups or for those seeking to sample more dishes, particularly if the final event has fewer than 70 attendees. Any subsequent tastings will also incur a fee.

### **Payment**

The balance of your account is due as cleared funds 14 working days prior to the event. Payments can be made by Bank transfers or by credit cards.

In the case of payments made through credit cards, a 1.5% charge will be applied to the final invoice.

Any function for which advance payment is overdue by more than 5 days may be cancelled by Yellow Kitchen with a notification and any monies due will become immediately payable.

By paying a deposit for an event, the client agrees that once paid, the deposit is non-refundable. Once full payment is received, we are unable to offer refunds or a reallocation of the monies.

In the event of a dispute regarding any part of the invoice, to ensure the event goes ahead, the client will pay the full balance of the sum owing on the due date. Yellow Kitchen may, at their total discretion, offer the client recompense after the event should the dispute be founded.

### **Cancellations**

In the event of a cancellation, the client will forfeit any deposits having been made whatever the circumstance. In certain circumstances, and by the discretion of the Management, a deposit may be deferred in order to secure an event on an alternative date.

Any costs incurred for a particular event, that otherwise would not have been incurred; will be charged in the event of cancellation unless Yellow Kitchen is able to mitigate their loss.

### **Minimum Numbers**

Yellow Kitchen reserves the right to set minimum numbers for guests attending a wedding/function or catering for selected menus. If numbers fall below the set minimum, a charge may be applied.

### **Price and Menu Reviews**

Yellow Kitchen reserves the right to change prices and menus due to market fluctuations, food prices and availability. Prices and menu choices will be confirmed on the production of final numbers for the event.

### **Yellow Kitchen Reputation**

At the absolute and unfettered discretion of Yellow Kitchen, any function may be cancelled, even if paid in full, if Yellow Kitchen has reasonable grounds for believing that the holding of such function would prejudice the reputation, good name, or standing of the Company. Should Yellow Kitchen cancel an event it may, at its discretion, refund any advance payment made but will have no further liability to the client.

### **Liability**

The Company is not liable for any frustration of this contract caused by strikes, labour disputes, accidents, extreme weather or any other cause beyond the Company's control and outside the ordinary and reasonable contemplation of the parties at the time of this contract. In such an event, Yellow Kitchen shall use reasonable endeavours to offer the client alternative services, if such can be found and are acceptable to the client (such acceptance not to be unreasonably withheld). In the event that this is not possible, however, the Company's obligation to the client extends up to and is limited to, the full refund of any deposits held.

Whilst every effort is made to safeguard the client and the client's guest's property Yellow Kitchen does not accept any liability for any loss or damage caused. Nor can we be responsible for wedding gifts, decorations or property that have been delivered to or handed over to a Top Table representative.

Yellow Kitchen reserves the right to pass on to the client any additional costs incurred by them in respect of goods and services requested during the course of the function or caused by the client not adhering to the agreed terms of the services.

### **Client Responsibilities**

The client assumes responsibility for the behaviour of their guests. At the total discretion of Yellow Kitchen and its representatives, any behaviour by the client or their guests that is deemed to be aggressive, threatening, racist or sexist will not be tolerated. In all cases, Yellow Kitchen Reserves the

right to withdraw service immediately. In the event of service being withdrawn, no refund or recompense will be due to the client.

### **Other Suppliers**

In order to protect our clients and maintain the validity of our insurance, Yellow Kitchen does not allow any other food or drink supplied by another caterer or food supplier to be served or consumed during an event catered for by ourselves except for beverages or wedding cakes supplied by the venue/client.

### **Privacy Policy**

In accordance with The General Data Protection Regulations of 2018, Yellow Kitchen is committed to protecting your privacy and promises to collect, process and share your data safely and securely when you do business with us.

### **Our Privacy Promise**

**Transparency** – We will always tell you what data we're collecting about you and how we use it. We only share your data with third parties when it is necessary for the planning and deployment of your event. We never sell on your data.

**Security** – We are committed to following industry best practices in ensuring that your data is held safely and securely.

### **Direct Marketing**

As part of Yellow Kitchen's operations and marketing, we respectfully ask for your permission to retain your details to contact you in the future to keep you informed of our news and the latest offers. Please mark the box at the end of this contract to opt-in to direct marketing.

### **Social Media and Marketing**

As part of our service and operations, Yellow Kitchen respectfully requests to use images and information from the food served at your event for social media and marketing purposes. If you are happy for us to do so, please mark the box at the end of this contract to approve our use of images and/or video and event information.