

YELLOW KITCHEN CATERING LTD

WEDDING CATERING — TERMS & CONDITIONS

Booking Summary

Item	Standard arrangement
Booking payment	£300 to secure the date
4 months before/6months before	40% of agreed contract value events under 80 guests/ events under 100 guests
Final payment	Remaining balance due 14 days before event
Final guest numbers	Due 4 weeks before event
Minimum commitment	As stated in the quotation/booking confirmation
Long-lead bookings	Price protection/review mechanism stated in booking confirmation

1. Contract and Scope

These Terms and Conditions form the agreement between the client ("Client") and Yellow Kitchen Catering LTD ("Yellow Kitchen") for the planning, preparation, management and catering of an event, together with any other services expressly included in the Client's quotation or booking confirmation.

The quotation, booking confirmation and these Terms and Conditions should be read together. If there is any conflict, the booking confirmation will apply only to the specific commercial details stated in it, and these Terms and Conditions will otherwise apply.

2. Booking and Date Reservation

To request a date, the Client must complete and return the booking documentation within 14 days of issue. A booking is provisional until Yellow Kitchen has received the completed agreement and the required £300 booking payment.

The £300 booking payment is applied toward the Client's total event balance. Yellow Kitchen will not be obliged to hold a date until the booking has been formally confirmed.

3. Payment Schedule

Unless the booking confirmation states otherwise, Yellow Kitchen's standard wedding payment schedule is:

- Booking: £300 booking payment to secure the date.
- Four months before the event: 40% of the agreed contract value is due.
- Fourteen days before the event: the remaining balance is due in full.

Where the £300 booking payment has already been paid, it will be credited against the amount due under the agreed payment schedule.

For events booked less than four months before the event date, Yellow Kitchen may require an accelerated payment schedule and/or full payment before the event.

Payments may be made by bank transfer or card. A card-processing charge of 2% will be added where applicable, as stated on the invoice, some cards might be charge a fee of 3% to 4%.

4. Guest Numbers and Minimum Commitment

The guest number shown on the initial quotation is an estimate unless expressly stated otherwise.

The Client must provide final guaranteed guest numbers no later than 8 weeks before the event, unless a different deadline is stated in the booking confirmation. Final numbers will be used to prepare food, staffing, equipment and

the final account.

Yellow Kitchen may specify a minimum guest number or minimum catering spend for an event. The applicable minimum will be stated in the quotation or booking confirmation.

If final guest numbers fall below the agreed minimum, the Client will remain responsible for the minimum catering commitment. Reductions after the final-number deadline will not reduce that minimum commitment.

Additional guests requested after the final-number deadline are subject to availability and may be charged at the applicable contracted rate, together with any additional staffing, equipment or other costs reasonably required.

5. Prices, Menu and Long-Lead Bookings

Prices and menus are based on the quotation and booking confirmation.

For bookings made up to 12 months before the event, the quoted catering price will normally be held for 12 months from the booking date, subject to the terms of the quotation.

For bookings made more than 12 months in advance, the booking confirmation may specify an annual price-review mechanism. Any such mechanism will state the basis and/or maximum adjustment applicable to the booking.

Yellow Kitchen may also need to make reasonable menu substitutions where a particular ingredient is unavailable or materially affected by supply conditions. Where possible, Yellow Kitchen will provide a suitable alternative of comparable standard and will discuss any material change with the Client.

Any additional goods or services requested by the Client after booking will be quoted separately and will be payable in accordance with the revised invoice.

6. Menu and Event Details

The Client must confirm the final menu, event timings, venue arrangements, guest numbers, dietary requirements and other special requests by the deadlines stated by Yellow Kitchen.

Changes requested after the relevant deadline may be subject to availability and additional charges. Yellow Kitchen cannot guarantee changes requested after final numbers have been confirmed.

7. Tastings

Complimentary tastings are normally limited to two people unless otherwise agreed. Yellow Kitchen may, at its discretion, accommodate additional attendees by prior arrangement.

A tasting may include a selection of canapés, starters, main courses and desserts, depending on the agreed tasting format. Additional tastings, additional guests or tastings for events below the applicable minimum attendance may incur a charge, which will be advised before the tasting is confirmed.

8. Cancellation by the Client

If the Client cancels the event, the Client must notify Yellow Kitchen in writing as soon as reasonably possible.

The £300 booking payment is intended to secure the date and is not normally refundable, subject to any rights the Client may have under applicable law.

In addition, Yellow Kitchen may charge reasonable cancellation costs and/or losses that have been incurred specifically for the event and cannot reasonably be recovered or mitigated. The amount payable will depend on the timing of cancellation and the commitments already made for the event.

Where appropriate and at Yellow Kitchen's discretion, amounts already paid may be transferred toward a mutually agreed alternative date, subject to availability and any reasonable additional costs.

9. Payment Default

All invoices must be paid by their stated due date. If an amount remains unpaid, Yellow Kitchen may suspend preparation or cancel the booking after giving appropriate notice.

10. Cancellation or Withdrawal by Yellow Kitchen

Yellow Kitchen may cancel or decline to provide services where there are reasonable grounds relating to safety, unlawful activity, serious misconduct, non-payment, material breach of these Terms and Conditions, or circumstances that would materially prejudice the company's staff, clients, reputation or ability to deliver the event.

If Yellow Kitchen cancels an event for reasons within its control, it will explain the position and deal with payments in accordance with the Client's legal rights and the circumstances of the cancellation. Nothing in these Terms and Conditions excludes or limits liability where the law does not permit such exclusion or limitation.

11. Force Majeure and Events Outside Our Reasonable Control

Yellow Kitchen will not be responsible for failure or delay caused by circumstances outside its reasonable control, including severe weather, fire, flood, transport disruption, industrial action, serious equipment failure, supplier failure, government restrictions or other events that could not reasonably have been anticipated or avoided.

Yellow Kitchen will use reasonable endeavours to offer an alternative solution where practicable. Where the event cannot reasonably be delivered, the parties will discuss an appropriate resolution in accordance with applicable law and the circumstances of the event.

12. Additional Costs

The Client is responsible for additional reasonable costs arising from goods, services or changes requested by the Client, or from circumstances caused by the Client or the Client's guests, where those costs were not included in the agreed quotation.

Examples may include additional staffing, extended service time, additional equipment, additional food or transport, venue-related charges, or costs resulting from significant changes to the agreed event arrangements.

13. Client and Guest Conduct

The Client is responsible for the behaviour of the Client and guests.

Yellow Kitchen operates a zero-tolerance approach to aggressive, threatening, discriminatory, abusive or unsafe behaviour toward its staff or representatives. Where reasonably necessary to protect staff, guests or property, Yellow Kitchen may suspend or withdraw services.

Nothing in this clause is intended to limit any legal rights or obligations of either party.

14. Other Food Suppliers

To protect food safety, insurance arrangements and service standards, food supplied by another caterer or food supplier must not normally be served or consumed during an event catered by Yellow Kitchen.

Exceptions may include beverages and a wedding cake supplied by the venue or Client, provided these arrangements have been disclosed to and agreed with Yellow Kitchen in advance.

15. Client Property and Personal Belongings

The Client remains responsible for personal belongings, wedding gifts, decorations and other property brought to or left at the venue.

Yellow Kitchen will take reasonable care while carrying out its services but is not responsible for loss or damage to Client or guest property except to the extent caused by Yellow Kitchen's negligence or where liability cannot lawfully be excluded.

16. Liability

Nothing in these Terms and Conditions excludes or limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, or any other liability that cannot lawfully be excluded or limited.

Subject to the above, Yellow Kitchen will use reasonable care and skill in providing its services. Any limitations of liability stated in the quotation or booking confirmation will apply only to the extent permitted by law.

17. Privacy and Data Protection

Yellow Kitchen will process Client information in accordance with applicable UK data protection law. Personal information will be used for purposes such as managing the booking, communicating with the Client, invoicing, delivering the event and meeting legal obligations.

Yellow Kitchen will not sell Client personal data.

18. Direct Marketing

Yellow Kitchen may ask the Client to opt in to receive future news, offers and marketing communications. Marketing consent is optional and is not a condition of booking.

19. Photography, Video and Marketing

Yellow Kitchen may request permission to use photographs or video of food, table presentation or the event for portfolio, website and social-media purposes. Such use will be subject to the Client's stated consent and any applicable privacy requirements. The Client may decline marketing use without affecting the booking.

20. Governing Law

These Terms and Conditions are governed by the laws of England and Wales. If any provision is found to be invalid or unenforceable, the remaining provisions will continue to apply to the extent permitted by law.

Client Acceptance

By signing the booking confirmation and/or making the booking payment, the Client confirms that they have read and understood these Terms & Conditions and agree that they form part of the agreement with Yellow Kitchen Catering LTD, subject to applicable law.

Client name(s)	
Event date	
Client signature	
Date	

Yellow Kitchen Catering LTD — Company details and contact information should be inserted here before issue to customers.

