
**THE CAMBRIDGE DINING COMPANY LTD
TRADING AS CDC EVENTS**

TERMS AND CONDITIONS FOR THE SUPPLY OF EVENT MANAGEMENT AND CATERING SERVICES

These Terms and Conditions are the standard terms for the provision of event management and catering services by The Cambridge Dining Company Ltd, a company incorporated in England with company registration number 07479160 whose registered office is at Unit 5, Button End, Harston, Cambridge, CB22 7GX (**Company**).

1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

Actual Guest Numbers	means the actual number of guests/delegates that actually attend the Event;
Additional Charges	means Our charges for any Additional Services;
Additional Services	means any services which are provided by Us to You in addition to the Services;
Business Day	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in London;
Calendar Day	means any day of the year;
Catering Staff	means Our employees or contractors provided as part of the Services for the Event;
Contract	means the contract between Us and You for the supply of Services in accordance with these Terms and Conditions and the Quotation;
Deposit	means the deposit payable by You to Us in respect of the Services, as defined in clause 4.4;
Drink	means the drink that We will provide as part of the Services as specified in the Quotation;
Event	means the event in respect of which we are to provide the Services, as described in the Quotation;
Event Date	means the date that the Event is to take place as set out in the Quotation;
Expected Full Guest Numbers	means the number of guests/delegates that are expected to attend the whole of the Event, as specified in the Quotation;
Expected Evening Guest Numbers	means the number of guests/delegates that are expected to attend only the evening part of the Event, as specified in the Quotation;
Food	means the food that We will provide as part of the Services, as specified in the Quotation;

Hire Equipment	means the equipment that We will provide as part of the Services as specified in the Quotation;
Minimum Bar Spend	means the minimum amount of money required to be spent over the bar at the Event, as specified in the Quotation;
Minimum Guest Numbers	means the minimum number of guests/delegates expected to attend the Event for the purposes of calculating the Price of Services quoted for on a per guest/delegate basis, as specified in the Quotation.
Order Confirmation	means Your acceptance of the Quotation, as defined in Clause 2;
Quotation	means any written quotation provided by Us setting out the Services and the Price, as may be amended from time to time;
Price	means the total price payable by You for the Services as specified in the Quotation;
Running Order	means the running order for the Event in the form set out in the Appendix to these Terms and Conditions that is to be finalised and agreed by You on or before the Sign-Off Date;
Services	means the event management and catering services which are to be provided by Us to You as specified in the Quotation which may include the provision of Catering Staff, Food, Tableware, Drink, a Bar and Hire Equipment and any other services that We may agree to provide to You;
Sign-Off Date	means the date by which You must have finally confirmed the Expected Guest Numbers, the Table Plan and the Running Order being the date falling 20 Business Days before the Event Date;
Special Dietary Requirements	means any dietary requirements relating to the Food, including that it should be vegetarian, halal, dairy free, nut free or gluten free;
Table Plan	means the table plan for the Event in the form set out in Appendix to these Terms and Conditions that is to be finalised and agreed by You on or before the Sign-Off Date;
Tableware	means cutlery, crockery, glassware and linen to be supplied to You for the Event as specified in the Quotation;
Third Party Services	means any services which are to be provided to You by third party providers (e.g. magicians, photo booths, casinos) as specified in the Quotation;
Venue	means the venue at which the Event is being held as specified in the Quotation; and
We/Us/Our	means the Company.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, text message or other means.
- 1.3 Your obligations under the Contract and these Terms and Conditions shall be joint and several when the Contract is with two or more individuals.

2. The Contract

- 2.1 These Terms and Conditions govern the sale and provision of Services by Us and will form the basis of the Contract between Us and You. Please ensure that You have read these Terms and Conditions carefully and, if You are unsure about anything, please ask Us for clarification.
- 2.2 You will be deemed to have agreed to purchase the Services in accordance with the Quotation and these Terms and Conditions on the earlier of You (i) confirming to Us in writing that You accept the Quotation, or (ii) paying the Deposit (each an **Order Confirmation**), at which point and on which date the Contract shall come into existence.
- 2.3 The Contract constitutes the entire agreement between Us and You. You acknowledge that you have not relied on any statement, promise or representation made or given by Us or on Our behalf which is not set out in the Contract.
- 2.4 If any of these Terms and Conditions conflict with any term of the Quotation, the term of the Quotation will take priority.
- 2.5 Any prices or descriptions in any price lists, catalogues or brochures or other published material, are issued or published for the sole purpose of giving an approximate idea of the Services described in them and their cost. They shall not form part of the Contract or have any contractual force.
- 2.6 These Terms and Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.7 We will use reasonable endeavours to accommodate any changes to the Contract requested prior to the Sign-Off Date but any such changes shall be entirely at our discretion and must be confirmed by Us in writing to be effective. If any changes to the Contract will incur any Additional Charges, We will seek your approval prior to confirmation.

3. Cancelling the Contract

- 3.1 You may cancel the Contract by giving Us notice in writing of Your intention to do so but the following cancellation terms will be apply:
 - 3.1.1 the Deposit will not be refunded regardless of the length of time prior to the Event Date You decide to cancel;
 - 3.1.2 if You give Us notice in writing to cancel 12 or more months prior to the Event Date You will be liable to pay Us 25% of the Price;
 - 3.1.3 if You give us notice in writing to cancel between 12 and 6 months prior to the Event Date You will be liable to pay Us 50% of the Price;
 - 3.1.4 if You give us notice in writing to cancel between 6 and 3 months prior to the Event Date You will be liable to pay Us 75% of the Price; and
 - 3.1.5 if You give us notice in writing to cancel 3 months or less prior to the Event Date You will be liable to pay Us 100% of the Price.
- 3.2 We may cancel the Contract at any time before We begin providing the Services due to the occurrence of an event outside of Our reasonable control in accordance with clause 10 by giving You notice in writing of Our intention to do so. If such cancellation is necessary, We will inform You as soon as is reasonably possible. If You have made any payments to Us under Clause 4 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing You of the cancellation.

4. Price and Payment

- 4.1 The Price of the Services will be as specified in the Quotation.
- 4.2 Our prices may change at any time but these changes will not affect the Price set out in Quotations in respect of which You have already provided an Order Confirmation.
- 4.3 The Price includes VAT where applicable. If the rate of VAT changes between the date of the Order Confirmation and the date of Your payment, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any Prices where We have already received payment in full from You.
- 4.4 Before We begin providing the Services, You will be required to pay a deposit of £1,000 or £10 multiplied by the Expected Guest Numbers (whichever is greater) (**Deposit**). The due date for payment of the Deposit will be included in the Quotation. 40% of the agreed Quotation will be paid 6 months before the Event Date. The balance of the Quotation to be paid 20 days before the Event Date.
- 4.5 The Deposit will be repaid to You within 10 Business Days of the Event Date less any amounts that we are entitled to charge You in respect of breakages and damage under clause 5.3, any Additional Charges for which We have not yet invoiced You and any other amounts payable by You under clause 4.
- 4.6 The Price will be payable in full no later than the Sign-Off Date.
- 4.7 If You do not pay the Price on or before the Sign-Off Date We will be under no obligation to provide the Services. If this occurs, We will retain Your Deposit in full and may still demand payment for any part of the Services that We have already provided.
- 4.8 Any Additional Charges will be invoiced separately to You at Our prevailing rates and shall be payable within 14 Calendar Days of invoice.
- 4.9 If Actual Guest Numbers are less than the Minimum Guest Numbers We will charge You for Services quoted for on a per guest/delegate basis assuming the Minimum Guest Numbers.
- 4.10 If Actual Guest Numbers are more than Expected Guest Numbers We will charge You the difference in such numbers in respect of Services quoted for on a per guest/delegate basis at the rate set out in the Quotation.
- 4.11 If We are providing a bar as part of the Services and the Minimum Bar Spend is not met by the end of the Event We shall be entitled to recover the difference between the actual amount spent over the bar at the Event and the Minimum Bar Spend from the Deposit.
- 4.12 If You supply your own wine and champagne at the Event, corkage will be charged at the rate specified in the Quotation and We shall have no liability to You in respect of the any damage or loss of Your own wine and champagne.
- 4.13 If You do not make any payment due to Us under the Contract by relevant due date We may charge You interest on the overdue sum at the rate of 4% per annum above the base lending rate of Barclays Bank Plc from time to time. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum.
- 4.14 The provisions of clause 4.13 will not apply if You have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

5 Your obligations and responsibilities

- 5.1 On or before the Sign-Off Date You shall provide Us with the following:
 - 5.1.1 any changes to the Expected Full Guest Numbers;
 - 5.1.2 (where applicable) any changes to the Expected Evening Guest Numbers;
 - 5.1.3 the completed Table Plan (if applicable);
 - 5.1.4 the completed Running Order (if applicable); and
 - 5.1.5 Your Food choices and details of any Special Dietary Requirements.
- 5.2 You must not provide any food or drink at the Venue from any supplier other than Us unless We agree otherwise in writing.
- 5.3 You shall be responsible for the cost of any breakages and damage (excluding any damage caused by fair wear and tear) to the Tableware, the Hire Equipment and the Venue caused by You or Your guests/delegates and We shall invoice You for any such breakages and damage within 10 Business Days of the end of the Event Date and shall be entitled to deduct any such sums from the Deposit.
- 5.4 You shall observe all health and safety rules and regulations and any other requirements that apply at any of the Venue, including compliance with all instructions provided by the owners of the Venue.
- 5.5 You shall be responsible for the behaviour of Your guests. Any behaviour that We deem to be rude or threatening (whether verbal or physical) will not be tolerated and may lead to You and/or Your guests being asked to leave the Venue and the Police may be informed.
- 5.6 We are not held responsible for the loss or damage of any items left unattended by You or Your guests during the event.
- 5.7 You will be solely responsible for cutting the wedding cake (if any) and We shall have no liability to You in respect of the cutting of the cake even if a member of our Catering Staff has cut it on Your behalf.

6 Providing the Services

- 6.1 Subject to the receipt of all payments that You are due to pay Us under the Contract, We will provide the Services as specified in the Quotation on the Event Date.
- 6.2 We will provide the Services with reasonable skill and care, consistent with best practices and standards in the events management and catering industry.
- 6.3 We will make every reasonable effort to provide the Services on time and in accordance with the Quotation. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 10 for events outside of Our control.
- 6.4 If We have sourced a venue on Your behalf and that venue later becomes unavailable for reasons outside of Our control, We will use all reasonable endeavours to source a suitable alternative venue for You. If You cancel the Contract when we have sourced a suitable alternative venue, then the provisions of clause 3 shall apply in respect of such cancellation.
- 6.5 If We require any information or action from You in order to provide the Services, We will inform You of this as soon as is reasonably possible.
- 6.6 We will not be responsible for any delay or issues caused as a result of any information or items You provide or the action You take or fail to take under either clause 5 or clause 6.5 is being delayed, incomplete or incorrect. If additional work is required from Us to correct or compensate for a mistake made as a result of missing, incomplete or otherwise incorrect

information or any action inaction on Your part, We may charge You for such work at Our prevailing rates, which shall be specified in the Quotation.

- 6.7 We follow all relevant HACCP guidelines at all stages of food preparation including, but not limited to, production, handling storage and distribution.
- 6.8 We will co-operate with You in all matters relating to the Services, and comply with all of Your reasonable instructions.
- 6.9 We will use Catering Staff who are suitably skilled and experienced to perform tasks assigned to them and who hold all relevant food hygiene certifications and in sufficient number to ensure that the Services are provided in accordance with the Contract.
- 6.10 We will comply with all applicable laws, statutes, regulations and codes from time to time in force (including all those applicable to food safety).

7 Problems with the Services

- 7.1 We always use reasonable efforts to ensure that Our provision of the Services is trouble-free. If, however, there is a problem with the Services We request that You inform Us in writing within 30 days of the Event Date.
- 7.2 We will use reasonable efforts to remedy problems with the Services as quickly as is reasonably possible.

8 Insurance

We shall ensure that We have in place at all times suitable and sufficient public liability insurance in order to provide the Services.

9 Our Liability - YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 9.1 Subject to clause 9.4.4 and clause 10, We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of the Contract or as a result of Our negligence. Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by You and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors); or for fraud or fraudulent misrepresentation.
- 9.3 If You are a consumer, nothing in these Terms and Conditions seeks to exclude or limit Your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.
- 9.4 Subject to clause 9.2:
 - 9.4.1 We shall under no circumstances be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; or
 - 9.4.2 We shall under no circumstances be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any Third Party Services; or
 - 9.4.3 We shall under no circumstances be liable to You, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, damage, or any indirect or consequential loss arising under or in connection with any the use of any items provided to Us by You at the Event; and

- 9.4.4 Our total liability to You in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Price.

10 Events Outside of Our Control (Force Majeure)

- 10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: theft, power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 10.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 10.2.1 We will inform You as soon as is reasonably possible;
- 10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 10.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Services as necessary;
- 10.2.4 If the event outside of Our control continues for more than 20 Business Days, We may cancel the Contract and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

11 How We Use Your Personal Information (Data Protection)

- 11.1 All personal information that We may collect (including, but not limited to, Your name, Contact Details and Address) will be collected, used and held in accordance with the provisions of the General Data Protection Regulation (GDPR) and Your rights under that Act.
- 11.2 We may use Your personal information to:
- 11.2.1 Provide the Services to You;
- 11.2.2 Process Your payment for the Services; and
- 11.2.3 We will not pass on Your personal information to any other third parties without first obtaining Your express permission.

12 Other Important Terms

- 12.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs You will be informed by Us in writing. Your rights under these Terms and Conditions will not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.
- 12.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 12.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 12.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. The remainder of these

Terms and Conditions shall be valid and enforceable.

- 12.5 No failure or delay by Us or You in exercising any of Our rights under these Terms and Conditions means that We have waived such right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

13 Governing Law and Jurisdiction

- 13.1 These Terms and Conditions, the Contract and the relationship between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with English Law.
- 13.2 Any dispute, controversy, proceedings or claim between You and Us relating to these Terms and Conditions, the Contract or the relationship between You and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England and Wales.