

### **Terms & Conditions**

"The Company" means Auténtico Limited

"The Customer" means any person, body of persons, firm or company that the Company enters into a contract with for the provision of services

"The Price" means the total price payable to the Company for the services

"The Services" means any service or goods supplied to the Customer or sold by the company under contract.

"The Contract" means any such contract.

## Acceptance of the Terms and Conditions

Receipt of these terms or written acceptance by the Company of the customer's order and deposit shall be deemed to constitute unqualified acceptance of these conditions.

### Deposit

A 50% deposit is required to secure the booking of an event. The deposit is calculated on the total estimated price of the event; and the deposit must be cleared funds in the Company's bank before the event.

#### Invoice

The remaining 50% is invoiced 10 days before the event date and this final payment is required 7 days prior to the event. If the final payment has not been received by the due date, the Company reserves the right not to provide the goods and services agreed/contracted on. The 50% deposit will not be refundable and is forfeited to cover costs incurred by the company as a result of turning away any enquiries for the given date to cater for the event.

All prices quoted are inclusive of VAT.

#### Changes to Specification

Should the event change from the original quoted specification then your costing will be revised accordingly. Any changes to numbers must be notified 5 working days before the event.

### Cancellation

The minimum cancellation charge is 50% of the estimated bill (Deposit). This will increase to 100% of the total bill if within seven days of the event. Should we have engaged sub-contractors on your behalf, their individual and particular cancellation charges will apply.

# **Conditions of Hire**

The Customer shall be liable for any loss or damage to equipment or property

provided by the Company or by its subcontractors. We will try to mitigate any losses as far as possible, and will pass on any charges at cost.

### Force Majeure

The Company shall make reasonable efforts to perform their obligations under contract but shall not be liable for any delay or other failure to perform any part of the Contract as a result of factors outside of the Company's control. The Company reserves the right to pass any additional costs incurred from the Company's suppliers' or in-house expenses due to unforeseen demand, restrictions or requirements to fulfil the contract.

#### **Final Numbers**

Invoices are based on final numbers confirmed at least five working days before the function, or on the numbers actually catered for, should this be higher. Should final numbers decrease within five working days the higher original figure will be charged for. This is to take into account additional ordering and kitchen time and any penalties levied by our sub-contractors.

# Allergic Reactions

The Company cannot guarantee that any produce on our menu is totally free from nuts, nut derivatives or other ingredients to which guests may have a serious allergic reaction, as we cannot operate in a nut free environment. We would therefore advise guests with a severe allergy to nuts or other ingredients to talk to us directly to arrange an alternative to the chosen meal.

#### Claims

The Company will not accept a claim that the Services are not in accordance with the Contract unless written notice is given to the Company within five days of the provision of the Services, stating the grounds of the claim and enclosing any supporting evidence. Property, title and ownership in all goods and materials sold subject to these terms and conditions shall not be passed to the Customer until such time as all sums of money owing by the Customer to the Company of any nature whatsoever shall have been paid. The risk in the goods or materials shall have been paid. The risk in the goods or materials shall pass to Customers upon delivery.

# Social Media/Photography/Video

We reserve the right to use photos taken at events for website and social media purposes. If you have any concerns, then please do let us know.

### Privacy Policy

For information on how we store your data, please refer to our website for full details of our Privacy Policy.

Harpenden Hall, Southdown Road, Harpenden, Herts. AL5 1TE