

#### **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 a Catering Order for Delivery. The deposit is calculated on the total estimated price of the Catering Order and the final payment must be cleared funds in the Company's bank ten working days prior to the Delivery. If the date of the order is less than ten working days prior to booking, then the full amount is payable.

## Invoice

The remaining 50% will be invoiced 21 days before the event date and this final payment is required 10 working days prior to the event.

**PLEASE NOTE**: 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.

All prices quoted are inclusive of VAT.

## Changes to Specification

Due to other bookings that may have subsequently taken on the date, it may not be possible to make changes therefore we recommend that you get in touch as soon as possible should your requirements change.

Should the event change from the original quoted specification then your costing will be revised accordingly. Any changes to numbers or dietary requirements must be made 10 working days before the event.

# **Cancellation & Refund Policy**

A full refund of the 50% deposit will be given if less than 60 days prior to Delivery.

A 25% refund of the 50% deposit will be given if less than 30 days prior to Delivery

No refund will be given of the 50% deposit if less than 14 days prior to Delivery.

This is to cover costs incurred by the company as a result of turning away any enquiries for the given date to cater for any event and any other costs incurred.

PLEASE NOTE: Auténtico Limited understands and will exercise its statutory right to claim interest and compensation for debt recovery costs under the late payment legislation if we are not paid according to agreed credit terms. For more information on late payment legislation, please see www.payontime.co.uk

#### **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 10 working days** before the function, or on the numbers actually catered for, should this be higher. If final numbers decrease within 10 working days, Auténtico Limited will charge for the higher original figure. 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, seafood or other ingredients to which guests may have a serious allergic reaction, as we cannot operate in a nut or seafood free environment. We constantly work with seafood in our kitchens and of course we take extreme care to ensure there is no cross contamination. We would therefore advise guests with a severe allergy to Nuts, Seafood or other ingredients to talk to us directly should they have any concerns.

#### 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**

We want you to know the main ways that we collect data at Auténtico and what it is used for, but please feel free to contact us if you have any questions.

• Firstly, we have never, and will never sell your data to a third-party agency.

Here at Auténtico we take your privacy very seriously and will only use your personal information to administer your account and to provide you with the services you have requested from us and for marketing purposes a set out below:

- For customer satisfaction and loyalty programs.
- o To be able to send our newsletter and promotional materials, only in cases when customers give their consent for that.

Details of individuals and organisations who have engaged with Autentico, either by email, via our website contact, or telephone are kept on our CapsuleCRM, Xero, Mailchimp & Survey monkey databases. This consists of essential information only: contact name, address, phone numbers, email addresses, dates of payments received, payments due, dietary requirements or activity taken and basic notes of interactions. All data bases are password protected and only authorised individuals have access to this information, which is stored on our secure servers.

The information we collect from you is only used to provide catering to you in a safe manner in line with our health & safety obligation to you. We will safely keep your records for up to 5 years and will erase any data that is not required or out of date.

Our databases are used primarily to contact previous customers or individuals who have expressed an interest in our services, by phone, post, email and via our website, as well as allowing us to keep our supporters informed about specific campaigns that they're interested in.

We may at times provide you with information on other offers and promotions and notify you of any important changes to our services and our business news.

Our email updates are and always have been an opt-in policy. If at any point you wish to opt out, there is an unsubscribe link at the bottom of each newsletter we send out, or you can contact us directly by calling us on 07525 214 283 or by emailing enquiries@autentico.co.uk

## Controlling and Accessing your Data

We want to communicate with you in the way you want and if you'd prefer, not at all.

Ultimately, we only want to send you information about our updates & offers if you actually want to hear from us, otherwise it really doesn't benefit anyone!

Auténtico has always held this ethos and want to ensure that it continues with the introduction of the GDPR Act.

If our communication is in any way inconveniencing you and you would prefer it to stop, or would like to know what data we have about you (SAR - Subject Access Request) please give our Data Protection Officer Melani Demetriou a call on 07525 214 283 or email <a href="mailto:enquiries@autentico.co.uk">enquiries@autentico.co.uk</a> and we will make sure we rectify any issues promptly and within 24 business hours where possible.

We will take reasonable technical and organisational precautions to prevent the loss, misuse or alteration of your personal information.

We may update this privacy policy from time-to-time by posting a new version on our website. You should check this page occasionally to ensure you are happy with any changes.

Auténtico Ltd

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