



LINDLEY CATERING LIMITED TERMS AND CONDITIONS

1 Terms

The Company – Lindley Catering Limited or any division thereof.

The premises – those areas of the Arena and Convention Centre Liverpool in which the Event is to be held. All catering services are ordered and supplied subject to the following Terms & Conditions and no variation thereof will be accepted unless agreed in writing by Lindley Catering Limited.

2 Interpretation

In these Terms & Conditions, 'The Client' means the person, firm or company booking the function or event. ("Event")

3 Instalments & Payment

Unless otherwise agreed in writing by Lindley Catering Limited, an initial instalment will be required on the signing hereof, the amount being calculated at 70% of the anticipated charge in accordance with these Terms & Conditions. Until payment of the initial instalment is received, no contract will be deemed to be entered into between Lindley Catering Limited and the Client. The Contract will commence on the date of receipt of the initial instalment by the Company.

The remaining 30% of the total cost will be required no less than 14 days prior to your event taking place.

For events due to be held within 3 months of initial contact with Heathcotes ACC Liverpool, full and final payment is to be paid no less than 14 days prior to your event taking place.

Payment of sundries and extra items is required to be within 7 days of issue date of our invoice post event, this may be subject to a credit request and will be by Heathcotes ACC Liverpool.

The Company reserves the right to charge 2% above the base rate on any outstanding debts thereafter.

4 Numbers

Prices are quoted based on the estimate provided by the Client of the number of guests attending the Event. The guaranteed number of guests must be communicated to Lindley Catering Limited not less than fourteen (14) working days (excluding Saturdays, Sundays and Bank Holidays) prior to the date of the Event.

5 Special Items

Lindley Catering Limited reserve the right to charge for the provision of special items in addition to any charges agreed between Lindley Catering Limited and the Client. These items will be itemised with all associated charges clearly identified.

6 Menus

All details of the food and beverage to be served shall be set out on a separate menu, which will be agreed in writing in due course. Lindley Catering Limited reserve the right to substitute alternative food or drink of a similar quality if the items shown on the menu cannot be conveniently obtained. Any such changes will where practical be discussed with the Client.

Lindley Catering Limited admit no liability for any illness caused by an allergy that Lindley Catering Limited were not made aware of in writing prior to the Event.

7 Cancellation

All cancellations must be made in writing.

If a cancellation occurs within 14 days of the event a cancellation charge of 10% of the total invoice value shall be applied, this is due for payment within 7 days of date of our invoice. The amounts are due as liquidated damages and not as a penalty.

Additionally, any charges payable to any sub contractors or any other costs, charges and expenses incurred on behalf of the Client will be charged.

Heathcotes, ACC Liverpool, 16 Monarchs Quay, Liverpool L3 4FP
Telephone: 0151 239 6012 / 6013
e: Lwhite.heathcotes@lindleycatering.co.uk www.heathcotesoutside.co.uk



8 Value Added Tax

Value Added Tax at the current rate is payable in addition to all charges.

9 Exhibition Stand Sampling

No wines, spirits, soft drinks, beers or food may be brought onto the premises, unless the prior written consent of Lindley Catering Limited has been obtained.

Product samples must not exceed a limit decided by and agreed in writing by the Company in advance of the event. The following limits will apply:

Spirits – up to 15ml

Hot drinks, soft drinks and wine - up to 50ml

Beer - up to 75ml

Unwrapped food - bite size portions

10 Property

Lindley Catering Limited can accept no responsibility for the property of clients and guests. Any goods deposited with employees or representatives of Lindley Catering Limited are at the owner's risk and without obligation on the part of Lindley Catering Limited.

11 Damage

The Client shall be responsible for any accidental or other damage caused to the property of Lindley Catering Limited by the acts or omissions or the wilful act or default of the Client or guests of the Client, and shall pay Lindley Catering Limited on demand, the amount required to make good any such damage.

12 Equipment Storage

Lindley Catering Limited will assist Clients, where reasonably possible, with the storage of equipment etc but Lindley Catering Limited does not accept any liability for any loss or damage which occurs to any item of equipment, furniture, stock or the like.

13 Third Party Personal Insurance

The Clients may like to consider taking out an insurance policy to cover cancellation, damage, third party liability and other eventualities beyond the Client's control. Lindley Catering Limited will be pleased to provide further information about conference insurance.

14 Alterations

It is Lindley Catering Limited's aim to provide the Client with the service they have requested for their function, but in the unlikely event that, for any reason, Lindley Catering Limited needs to change any aspect of the function, they reserve the right to do so at any time. If this happens, Lindley Catering Limited will notify the Client immediately and will use their reasonable endeavors to provide alterations to an equal or higher standard.



15 Force Majeure

If for any reason beyond its control, including but not limited to strike, labour dispute, accident, act of war, act of God, act of terrorism, fire, flood any other emergency condition Lindley Catering Limited is unable to perform its obligations under this Agreement such non-performance is excused and Lindley Catering Limited may terminate this Agreement without further liability of any nature upon return of the deposit paid. In no event shall Lindley Catering Limited be liable for consequential damages of any nature or any reason whatsoever.

16 Personal Liability

If any Agreement is signed in the name of a corporation, partnership, association, club or society, the persons so signing represents and warrants to Lindley Catering Limited that he or she has full authority to sign such contract and in the event that he or she is not so authorised, he or she will be personally liable for the faithful performance of this Agreement.

You are required to sign 1 copy and forward this to Lindley Catering Limited at the address detailed, along with your Deposit as detailed above and written confirmation that you wish Lindley Catering Limited to proceed with your event.

Please retain the other copy for your own records.

Should you have any queries regarding this please do not hesitate to call.

SIGNATURE:

PRINTED NAME:

DATE:

DATE OF EVENT:

LOCATION OF EVENT:

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Registered Address: The Mellor Building, Queens Road, Penkull, Stoke-on-Trent, ST4 7TR. Registered in England and Wales No. 4242557. VAT Number: 86 444 1417