

Terms and Conditions

By engaging our services you agree to the following Terms and Conditions:

In these terms and conditions 'BQA Events' means Jousting Ltd trading as BQA Events. 'The Client' means the person, firm or company making the booking and 'The Booking' means the event to be catered for or event management services provided by BQA Events. 'The Quotation' means the price provided by BQA Events based on the estimated number of persons who will be attending The Booking. A full definition of other terms is available on request. These terms and conditions shall be governed by the laws of Scotland and any dispute will fall within the jurisdiction of the courts of Scotland. Please note that for events abroad requiring hotel or flight bookings additional terms will apply.

1. Quotations. Quotations are valid for 2 months from the date of quotation. The most recent version of the quotation will be used to determine numbers and menu choices in the absence of further information. Quotation costs are shown exclusive of VAT, which is charged at the prevailing rate.

2. Confirmation. A written or electronic confirmation from The Client or signed terms and conditions are required in order to proceed with The Booking. Electronic confirmation assumes acceptance of the terms and conditions set out here. In the case of events with less than 7 working days notice we reserve the right to proceed on verbal confirmation.

3.1. Deposits for Events Taking Place More Than 3 Months From The Confirmation Date. a non-refundable deposit of 10% of the total quoted costs or £500, whichever is greater, is payable by The Client upon confirmation. A further 40% deposit will be issued following this and a final 30% deposit (making a total of 80%) is payable 1 month prior to the event date. The remaining 20% plus any additional costs are payable within 14 days of receipt of the final invoice. Payment for any additional services contracted on your behalf are payable in full in advance of the event date. If The Client fails to pay the deposit by the date requested, BQA Events reserves the right to cancel the event and charge the client in accordance with Clause 18.

3.2. Deposits for Events Taking Place Less Than 3 Months From The Confirmation Date. For events booked within 3 months notice, the full deposit of 80% is payable not later than 20 full working days before the event. The remaining 20% plus any additional costs are payable within 14 days of receipt of the final invoice. Payment for any additional services contracted on your behalf are payable in full in advance of the event date. If The Client fails to pay the deposit by the date requested BQA Events reserves the right to cancel the event and charge the client in accordance with Clause 18.

4. Numbers. All quotations are based on a specific number of guests and changes to this can affect the menu price, hire and staffing costs. Confirmation of final numbers is required 7 full working days prior to the event date. This is the minimum number that will be charged for. Should guest numbers fall by 25% or more from the original Quotation, we reserve the right to charge a supplement, particularly where a discount has been applied. Should guest numbers increase after final numbers have been given we will do our utmost to accommodate this, but reserve the right to charge additionally for costs incurred. Where we are providing food, we have a minimum food spend of £500.

5. Menus and Special Dietary Requirements. We require receipt of a final chosen menu no later than 15 full working days in advance of the event date. After this time we reserve the right to adopt the menu from the most recent Quotation. A full list of special dietary requirements should be provided 10 full working days in advance of the event date. We will endeavour to provide a suitable menu option after this date but reserve the right to charge additionally for chef time. Whilst every effort is made to

prepare food in a suitable environment, we do not operate an allergen free kitchen and therefore traces of nuts and other allergens may be found in our food.

6. Payment. All fees including VAT are payable within 14 days of receipt of the invoice. Payment for any additional services contracted on your behalf are payable in full in advance of the event date. We reserve the right to charge interest at 2.5% per month, charged on a daily basis on any invoice that remains unpaid after the due date. Credit card payments are accepted but a 2.5% handling fee will be passed on to the Client.

7. Third Party Arrangements. When an event or any part of it is arranged on behalf of the Client by a third party, confirmation from the Client must be provided to BQA Events, clearly stating that BQA Events should not be responsible for the actions of any third party and any goods / services that the third party may provide.

8. Variations and Alterations. The contents of menus, decorations or any other items that BQA Events shall supply are subject to market availability. Any alteration will be notified to the Client.

9. Food. BQA Events cannot accept responsibility or liability for the safety of any food supplied directly by the Client. We are unable to accept food for storage more than 3 days post event. After this time any food will be disposed of. Any food left to be consumed by a client after the event is entirely at the client's own risk.

10. Loss or damage. The Client is wholly responsible for all equipment from the time of delivery until it is collected. Any breakage, loss or damage caused by a Client or Client's guests will be charged at the full replacement cost.

11. Cloakroom Facilities. We will happily provide a cloakroom facility at the Client's request but do not, by doing so, accept responsibility for guests' possessions. These are left at the owner's risk. Please note that in certain venues, large bags and mobile phones or other electronic communication devices are not permitted and therefore must be left in the cloakroom when requested to do so.

12. Drinks. All drinks are sold by the bottle and charged on consumption. All drinks are supplied subject to availability and where this is not possible an equal or enhanced substitute will be made at the same price. BQA Events will notify the Client at the earliest opportunity should this occur. Should you choose to supply your own drinks a handling charge of £25.00 per case (based on cases of 6) will be charged to cover the cost of portage, transportation and the recycling of empty bottles after the event. We are unable to accept drinks for storage earlier than 3 working days prior to the event and any remaining drinks must be collected within 3 working days post event, after this time they will be disposed of. The BQA Events has a Responsible Drinking Policy and this will be applied to all events.

13. Staffing and Taxis. Managers, waiting staff and porters are booked for a minimum of 4 hours, chefs for a minimum of 6 hours. Hours worked beyond those quoted for will be charged. Taxis may be required for staff working on an event before 7.00am and after 11.00pm and will be charged to the Client.

14. Indemnity. The Client will be responsible for and will indemnify BQA Events fully against any claims, costs, loss damage or liability arising due to any negligent act or default of the Client or any person for whom the Client is responsible.

15. Limitation of Liability. BQA Events liability for direct losses or damages caused by its negligence or failure to perform its obligations shall be limited to the amount paid to us by the Client. No liability is

accepted for the consequential losses or damages caused by any failure to perform our obligations irrespective of whether that failure is due to negligence on the part of BQA Events, its officers, employees or sub-contractors or due to any other causes.

16. Force Majeure. BQA Events shall not be liable for any failure or delay in performing its obligations under the hire contract to the extent such failure is caused by a Force Majeure Events. A Force Majeure Event means any event beyond the Owner's control, which by its nature could not have been foreseen, or, if it could have been, was unavoidable, including strikes, lock-outs, or other industrial disputes, failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, breakdown of plant or machinery, storms, fires, floods, pandemics, extreme adverse weather conditions, or default by suppliers or subcontractors.

17. Intellectual Property, Photography and Partnership. BQA Events asserts full intellectual property rights over all aspects of the Quotation and any subsequent design and event management services undertaken. Nothing in these terms and conditions is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between the parties. We routinely photograph or film event set ups and the food served at these events, although we do not photograph individual guests, for marketing purposes. If you do not wish this to happen please advise BQA Events in writing.

18. Decorative Items and Wedding Gifts. BQA Events will take delivery and the utmost care of decorative items for your wedding but do not, by doing so, accept responsibility for them. These are left at your risk. We reserve the right to charge additionally for portorage, delivery and staff time if this is required to transport and manage them. Any remaining items must be collected within 3 working days post event, after this time they will be disposed of.

19. Cancellation. All cancellations must be made in writing. Date of receipt of this will determine the cancellation charge applicable. If a booking is cancelled after confirmation by the Client any liability to sub-contractors or other costs and expenses incurred by BQA Events on behalf of the Client will be charged in full. Payment will also be demanded with the list of charges specified in Schedule 1. In addition, we reserve the right to charge a consultancy fee, which shall be an amount that BQA Events in its absolute discretion decides, for any consultancy services provided by us in respect of the event, prior to the cancellation of the booking. Where a tasting has been held, this will be charged at cost.

19. No failure or delay by the BQA Events to exercise any right or remedy provided under the terms and conditions of this contract or by law shall constitute waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

Schedule 1. – Cancellation Fees

Upon receipt of written cancellation of an event, the following percentage of the entire most recent Quotation will be charged to the Client.

Within 3 calendar months of the event 50% of total quoted costs

Within 2 calendar months of the event 75% of total quoted costs

Within 1 calendar months of the event 100% of total quoted costs

I accept and agree to these Terms and Conditions

Print name:

Date:

Signature:

Please note alternative terms apply to weddings and large events.
These will be provided at the time of quoting.