#### **Terms and Conditions**

## 1. IDENTITY

"¡Qué Rico! Tapas" is the trading name of Qué Rico Limited (Company Registration Number 8507747) whose registered office is at 10 Wellington Street CB1 1HW Cambridge.

#### 2. CONFIRMATION & PAYMENT

- 2.1 The order must be confirmed at least TEN (10) clear working days before the event.
- 2.2 A deposit of FIFTY PERCENT (50%) of the price is payable upon confirmation of order (payment of the deposit constitutes confirmation of the order).
- 2.3 The balance due is payable not less than TWO (2) clear working days before the event.
- 2.4 Payment is required by bank transfer.
- 2.5 A THREE PERCENT (3%) administration fee will be levied if payment is made by cash or cheque.
- 2.6 The above requirements may be varied at our absolute discretion.

#### 3. COST

- 3.1 If the cost of ingredients changes, either an additional amount will be payable to reflect such increase or items will be substituted to remain within the original cost.
- 3.2 Transport is included in the price for any location within a 5-mile radius of Cambridge city centre. If you're further away, we charge 45p per mile for travel.

### 4. SERVICE CHARGE

A service charge of FIFTEEN PERCENT (15%) of the event cost will be levied if staff are employed for the event.

#### 5. NUMBER LIMITS

- 5.1 We shall inform you of the minimum and maximum number of guests applying to your event, SIX (6) being the minimum number for a Private Chef Service, EIGHT (8) for Take Away Service and TWO (2) for a Cookery Lesson.
- 5.2 The minimum charge will be based on a minimum of FIVE (5) dish menu and will vary depending on the menu chosen and any addition dishes. Regarding the Cookery Lessons, the minimum charge will be calculated according to a short course of 2.5 hours and the price will be adjusted for any additional hour(s).
- 5.3 Any variation in numbers of guests is subject to our minimum charge and overall limit of guests for each event.

#### 6. GUEST COUNT

# 6.1 Notification

- 6.1.1 Notification in writing of the final guest count is required as follows:
- 6.1.2 If the guest count is TEN (10) or less, we must receive notification not less than SEVEN (7) clear working days before the event.
- 6.1.3 If the guest count is more than TEN (10), we must receive notification not less than FIFTEEN (15) clear working days before the event.

#### 6.2 Increase

- 6.2.1 Any notification not received as specified above will be accommodated entirely at our absolute discretion.
- 6.2.2 If the guest count is larger than that originally notified by you, the price will be adjusted accordingly.
- 6.2.3 Any increase is subject to 5.3 above.

#### 6.3 Decrease

- 6.3.1 Any notification not received as specified above will be accommodated entirely at our absolute discretion.
- 6.3.2 If the guest count is less than that originally notified by you, the price will be adjusted accordingly, subject to 5.3 above.
- 6.4 Variation of the above requirements will be made in special circumstances and entirely at our absolute discretion; for example, an order accepted by us at notice shorter than normally required.
- 6.5 Notification by acknowledged e-mail is acceptable.

## 7. LEFTOVERS

Any leftovers will be discarded.

## 8. BEVERAGES

We do not supply beverages but will consult on appropriate beverages if you wish.

## 9. TIME

If the event starts earlier than expected and/or is longer than agreed upon, a charge will be made for any additional cost of staff.

# **10. CHANGES**

10.1 If the date of the event and/or venue changes, notification in writing is required not less than FIFTEEN (15) clear working days before the date of the event.

- 10.2 Any change will be accommodated entirely at our absolute discretion and subject to a FIVE PERCENT (5%) administration fee.
- 10.3 If we cannot accommodate the change or if notification of the change is not received by us within the required period, you will be deemed to have cancelled the event.
- 10.4 A charge will be made for any additional cost arising from any change.
- 10.5 Notification by acknowledged e-mail is acceptable.

#### 11. PROMOTIONS

- 11.1 Redemption of Vouchers or other promotions will be in accordance with the general Terms and Conditions.
- 11.2 Vouchers or coupons cannot be used in conjunction with other promotions or exchanged for cash.
- 11.3 Vouchers or coupons cannot be applied to pop-up dinners, wine tastings, or other events organized in conjunction with third parties.
- 11.4 Vouchers or coupons can be used only once and only for a single event.
- 11.5 Redemption of vouchers or coupons are subject to availability.
- 11.6 Variation of the above requirements will be made in special circumstances and entirely at our absolute discretion.

# 12. RENTALS

You are responsible for the cost of any items rented by us for the purposes of the event. An additional charge will be made for any rental costs not included in the price.

## 13. FACILITIES SAFETY

We reserve the right not to proceed with the event if the facilities at the site of the event are not adequate for the safety of the staff and the safe storage of food. If this occurs, you will be deemed to have cancelled the event.

## 14. ASSIGNABILITY

Assignment is not permitted. However, we may, at our absolute discretion, sub-contract all or any part of the work required for the preparation and for holding of the event.

# 15. CANCELLATION BY YOU

- 15.1 If you cancel not less than SEVEN (7) clear working days before the event any amount paid will be refunded subject to an administration charge equivalent to TEN PER CENT (10%) of the price.
- 15.2 No refund will be made in respect of any deposit relating to the hire of equipment or venue or any item purchased at your request.
- 15.3 The above may be varied entirely at our absolute discretion if we accept a re-booking of the event on a different date. A FIVE PERCENT (5%) administration fee of the price will be charged for each re-booking.

## **16. CANCELLATION BY US**

We may cancel not less than FIVE (5) clear working days before the event, in which case any amount paid will be refunded in full.

## 17. LIABILITY

Liability for damage injury or loss is excluded to the full extent permitted by law. In particular, we will not be liable for anything (whether as to monetary value or otherwise) arising from cancellation of the event or the fact that it has not proceeded or taken place as you expected.

#### **18. INSURANCE**

We hold insurance for public liability. A copy of the policy is available for inspection upon request.

#### 19. DEFINITIONS

- 19.1 "Working day/s" means Monday to Friday unless a day is a Public, Statutory or Bank Holiday in the U.K. in which case that day or those days (as the case may be) shall not count as a working day or working days.
- 19.2 "Clear" means that the day on which notice is received and the day on which the event is scheduled to take place will not be taken into account for the purpose of calculating any notice period.
- 19.3 "U.K." means the United Kingdom of Great Britain and Northern Ireland.

#### **20. TAXES**

You are responsible for all taxes (and similar levies) arising in connection with the event. An additional charge will be made for any taxes, etc. not included in the price.

## 21. UNLAWFUL ACTIVITIES

We shall withdraw from the event if proceeding would or may result in our participating in any unlawful activity or committing a criminal act. In these circumstances, no refund will be made of any amount paid by you.

## 22. VARIATIONS

Variations to these Terms and Conditions can be made only in writing and if signed by all relevant parties.

#### 23. GOVERNING LAW

These Terms and Conditions shall be governed by and construed in accordance with the Law of England and Wales.