



Terms & Conditions of Catering Services

Rose Kentish Kitchen Ltd

1. Definitions

In these Terms and Conditions:

“Company” means *Rose Kentish Kitchen Ltd* and its employees, agents or subcontractors.

“Client” or **“Customer”** means the individual, company, or organisation ordering services from the Company.

“Event” means any catering service, delivery, or function organised or provided by the Company for the Client.

“Contract” means the agreement between the Company and the Client, incorporating these Terms and Conditions, any written quotation, proposal, or confirmation correspondence.

“Services” means all catering, staffing, hire, and related services provided by the Company under the Contract.

2. Prices and Services

2.1 If the number of guests attending exceeds the numbers originally booked, and we are able to cater for them, we will charge at the prevailing rate for the greater number.

2.2 If the number of guests is less than originally booked, we will still charge for the numbers ordered unless we are notified in writing more than ten (10) days before the event date and reduced numbers are agreed. Upon paying your confirmation deposit, you agree to the minimum spend as stipulated on your event proposal sent via email, allowing for a reduction of no more than 10% in the original numbers, excluding all inclusive prices per head which may be subject to price rises in the event of even a single reduction in numbers. Prices quoted are based on, but not limited to, the acceptance of that minimum spend. If guests numbers decrease beyond 10% the price per head is subject to increases to reflect fixed costs involved in staffing and preparation.

Should guest numbers fall below the agreed minimum spend, any complimentary elements (such as tastings or food waste offsets) may no longer apply, and tastings will be chargeable at the standard rate.

2.3 Final numbers of guests must be confirmed in writing no later than ten (10) days before the event. After this time, increases may be accommodated but cannot be guaranteed, and no reductions will be accepted.

2.4 Unless otherwise agreed in writing, the only services the Company agrees to provide are those specified in the Client’s proposal and final event worksheet, confirmed with payment of the deposit.

Registered office address: Finsbury House, New Street, Chipping Norton, Oxfordshire, United Kingdom, OX7 5LL

VAT REG # 442399674 / Company No. 11025909



2.5 The Contract for the provision of services will be concluded once the deposit has cleared into the Company's bank account.

2.6 The Company cannot be held responsible for damage to wedding cakes where assistance with presentation has been requested. Clients are advised to arrange and present their own cakes. Cake cutting during evening service is included where specified in the catering package.

2.7 A VAT charge of 20% will be added to all invoices. VAT Reg. No. 442399674.

3. Late Payment & Agreement Terms

3.1 Agreement to Terms

By confirming a booking in writing (including by email), paying a deposit, or receiving catering or event services from Rose Kentish Kitchen Ltd, the Client is deemed to have accepted these Terms and Conditions in full, including payment and late payment clauses.

3.2 Payment Terms

- All deposits are non-refundable and non-transferable.
- A £250 or £500 deposit (depending on event size) is required in cleared funds before the booking is confirmed.
- The balance of the event total is due 48 hours before the event date unless otherwise agreed in writing.
- Additional costs incurred on the event day (e.g. extended staffing hours or additional services) will be invoiced after the event and payable within 14 days.
- For events exceeding £1,500, an interim payment may be requested one (1) month before the event.
- Orders for hire, staff, or drinks only must be paid in full five (5) working days before the event and are non-refundable.
- Payment is accepted by bank transfer only (no cheques or card payments).
- Event date transfers are treated as cancellations; a new proposal and deposit will be required.

3.3 Late Payment

If payment is not received by the due date:

- Rose Kentish Kitchen Ltd reserves the right to charge interest on overdue amounts at 8% per annum above the Bank of England base rate, calculated daily until payment is received in full.
- Fixed compensation may also apply under the *Late Payment of Commercial Debts (Interest) Act 1998*:
 - £40 for debts under £1,000
 - £70 for debts between £1,000 and £9,999
 - £100 for debts of £10,000 or more



- Additional reasonable recovery costs (e.g. legal or collection fees) may also be charged.

3.4 Suspension of Services

The Company reserves the right to suspend or cancel services where invoices remain unpaid beyond agreed terms.

3.5 No Deposit / Written Confirmation

Where no deposit is paid, written confirmation (including by email) from the Client to proceed with catering constitutes a binding agreement and acceptance of these Terms and Conditions. Delivery of catering or event services shall be deemed performance of the Contract.

4. Cancellation

4.1 Rose Kentish Kitchen Ltd reserves the right to cancel any event if:

- (a) the Client becomes insolvent or enters liquidation; or
- (b) the event may prejudice the Company's reputation or property.

In such cases, deposits may be refunded at the Company's discretion, and no further liability will apply.

4.2 Client Cancellations

- The deposit is always non-refundable and non-transferable.
- Orders for hire, staff, and drinks only are payable in full 10 working days before the event and non-refundable, though refunds may be issued at the Company's discretion.
- Cancellations made:
 - One (1) month before the event: 25% of event total payable.
 - Ten (10) working days before the event: 50% of event total payable.
 - Five (5) working days or less: 100% of event total payable.

All cancellations must be confirmed in writing.

4.3 Extenuating Circumstances / Postponements

- If postponement is necessary due to illness or extenuating circumstances, deposits may be transferred to a new date (subject to written agreement and no financial losses to the Company).
- Postponements made less than two (2) weeks prior to the event will incur full staff costs (minimum 4-hour shift per staff member).
- Cancellations made less than three (3) days before the event may be charged at 100% of the total cost.

5. Force Majeure

Rose Kentish Kitchen Ltd shall incur no liability to the Client if performance of the Contract is prevented, hindered, or delayed by any cause beyond its reasonable control, including but not limited to fire, flood, subsidence, accident, sabotage, strike, lockout, pandemic, extreme weather, or supplier failure. In such cases, the Company shall not be liable for loss or damage suffered by the Client as a result.

6. Menus & Pricing

6.1 Whilst every effort will be made to ensure the accuracy of quotations and menus provided, prices depend on current market conditions and availability. Rose Kentish Kitchen Ltd reserves the right to adjust prices for food and/or labour if costs increase between confirmation and the event. Any price adjustment will reflect only the additional cost incurred and will be communicated to the Client in writing prior to the event.

6.2 All food not consumed within two (2) hours of service at room temperature should be disposed of. Consumption beyond this time or offsite is at the Client's own risk.

6.3 Food Allergies & Intolerances

All food may contain allergenic ingredients. Special dietary requirements will only be catered for if arranged and confirmed in writing prior to the event. Enquiries regarding ingredients should be directed to rosekentish@gmail.com. While every care is taken, meals cannot be guaranteed free from traces of allergens.

7. Equipment, Labour & Corkage

7.1 Any equipment or hire items lost or damaged by the Client or guests will be charged at full replacement cost.

7.2 Additional staffing or overtime costs may apply if events overrun beyond the agreed schedule through no fault of the Company.

7.3 Rose Kentish Kitchen Ltd does not charge corkage on drinks supplied by the Client.

8. Insurance

8.1 Clients are strongly advised to arrange adequate Event & Cancellation Insurance to cover cancellation, costs, damage, and public liability.

8.2 Rose Kentish Kitchen Ltd holds Public Liability Insurance, available on request.

9. Limitation of Liability

9.1 The Company's liability for losses resulting from breach of this agreement is limited to the total contract value, except for:

- (a) death or personal injury caused by negligence;
- (b) liability under the Consumer Protection Act 1987;
- (c) fraud or fraudulent misrepresentation; or
- (d) any matter for which it is illegal to exclude liability.

9.2 The Company accepts no responsibility for indirect or consequential losses, including but not limited to loss of income, profit, business, or contracts.

10. Miscellaneous

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

10.2 Both parties submit to the exclusive jurisdiction of the courts of England and Wales.

10.3 Rose Kentish Kitchen Ltd reserves the right to amend these Terms and Conditions as required. The latest version is available at www.rosekentishkitchen.com.