



These terms and conditions regulate the business relationship between you and us

'Company' means Holbeton Dining Ltd whose registered offices are at 7 Chapel St Holbeton Plymouth PL8 1NR

'Conditions' mean these standard terms and conditions for the sale and supply of services

'Contract' means the contract between the company and the client for the sale and supply of services

'Customer' means a business or consumer whose order for services is accepted by the company

'Group' means all members of any group participating in a Holbeton Dining Booking

'Lead Customer' means the person who makes the booking on behalf of the group and who will be our point of contact (and any substitute for this person).

'Arrangements' means the meals, activities, facilities and services (or any of them), as applicable, booked through us by you pursuant to this agreement or any other agreement between you and us

'Services' means the services which the company is to supply in accordance with these terms and conditions

2. Complete agreement

(i) These conditions shall govern the contract to the exclusion of any other terms and conditions between the company and the customer and no variation to the contract or these conditions (including the incorporation of the customer's standard terms and conditions of business) shall be binding upon the company unless agreed in writing by the company and signed by an authorised representative of the company

(ii) Any typing, clerical or other error or omission in any sales literature, price list, invoice or other documentation or any information issued by the company (in whatever form and on any media) shall be subject to correction without any liability on the part of the company.

3. Contract

(i) No order submitted by the customer shall be deemed to be accepted unless expressly confirmed (in whatever form and on whatever media) by an authorised representative of the company by means of confirmation or until the company has begun provision of the services, whichever is first in time

(ii) The customer shall be responsible for ensuring the accuracy of any order submitted by the customer including giving the company any necessary information relating to the contract and delivery (as the case may be) within sufficient time to enable the company to provide the services as requested by the customer. Specifically, all booking details must be confirmed by 14 days before the provision of services. No changes including head count, menu choices, dietary requirements, event times can be made after this time.

(iii) The customer shall be responsible for providing the minimum level of facilities required for the company to provide its services and ensure that those facilities are in working order. The customer must be present at the time of arrival of the chef to instruct them on the facilities to be used and ensure the representative of the company is given clear guidance on their usage.

(iv) By booking with us, it will be assumed that you have had the opportunity to have read and understood our Terms and Conditions of Booking and to have done so before a contract between us came into existence. It is understood that the Lead Customer has the authority to deal with us on behalf of the group. If there is any change in the Lead Customer, you should inform us in writing immediately. The Lead Customer must be authorised to make the booking on the basis of these Booking Conditions by all persons in the group and their parent or guardian for all group members who are under 18 when the booking is made. We can only accept bookings if the Lead Customer is a minimum of 18 years and over. You must check all documents sent to you and inform us at once if any information detailed on the booking confirmation or any other document appears to be inaccurate or incomplete

4. Price

(i) Costs quoted to you at the time of your enquiry are correct to the best of our understanding at that time. It is possible that prices may alter before any booking is actually made. We will advise you of any change in price or error of which we are aware before you book with us. We reserve the right to amend and correct errors in prices at any time before we confirm any booking. Once a booking has been confirmed by us then subject to other clauses in these booking conditions, the price will not vary. Please note that where the prices quoted to you pertain to the minimum number of people required for the event. The minimum number price must be paid for all bookings. Should the number of people included in the booking fall below the minimum, it is likely that the overall price may increase proportionately. You will be required to pay the revised price. Once a booking has been confirmed by us then, subject to other clauses in these booking conditions, the price will not change

(ii) All costs stated in the company's literature (in whichever form and whatever media) issued by the company may be changed by the company at any time without giving notice to the customer

(iv) The customer shall be liable for any reasonable cost incurred by the company in the event of variation or suspension of any order by the customer.

5. Payment

(i) Full payment for all bookings is to be received in full by bank transfer or card a minimum of 14 days prior to the provision of the services or at such time outside this provision as may be agreed by an authorised representative of the company

(ii) The time of payment shall be of the essence of the contract and receipts for payment can be issued to the customer upon receipt of payment

(iii) If the customer fails to make any payment on the due date, then (without prejudice to any other rights or remedies the company may have) the company shall be entitled to cancel the contract or suspend the provision of any services to the customer.

6. Cancellations

Any cancellation within a two-week period prior to supply for whatever reason for a confirmed booking shall result in the loss of any and all payment accepted by the company. The company reserves the right to levy the full cost of any booking. Any cancellation outside of the period stated above shall result in the loss of the £50.00 deposit paid to secure the booking (our administration fee). Non-refundable deposits are required in order to secure the relevant resources for your date and cover the administrative costs incurred when processing a booking.

7. Risk

(i) The company will not be liable in any manner whatsoever for the loss or damage to any property belonging to the customer during the provision of the services.

(ii) The company shall not be held responsible in any manner whatsoever for any offence caused to any person in the provision of the services and the customer is held to understand the full nature of the services provided and exercise their full discretion in booking the services of the company.

(iii) Should any employee, agent, representative or servant of the company at any time during the provision of the services feel the actions of the customer and or conditions under which the services are to be provided is such as to constitute a threat to their comfort of health and safety or well-being the company reserves the right to immediately withdraw and cancel all further services to the customer and the customer will immediately forfeit all funds paid to the company.

8. Indemnity

The customer shall indemnify the company against all proceedings, costs, fees, expenses, payments, liabilities, losses and damages arising out of the breach or negligent performance by the customer of any terms of the contract.

9. Intellectual property

The copyright of any work commissioned by the customer shall be retained by the company. The customer shall not without express agreement of the company use, exploit or reproduce any media in any form whatsoever obtained during the provision of services.

10. Force majeure

The company shall not be liable to the customer or deemed to be in breach of the contract for any reason of delay in performing, or any failure to perform, any of the company's obligations in relation to the services, where the delay or failure was due to any cause beyond the company's reasonable control and without prejudice to the generality or foregoing the following shall be regarded (without limitation) as cause beyond the companies reasonable control:

- a) Acts of God, explosion, flood, tempest, fire or accident;
- b) War or threat of war, sabotage, insurrection, civil disturbance or requisition.
- c) Acts, registration, regulations, by-laws or measures of any kind on the part of any governmental, parliamentary, or local authority.

11. General

(i) No waiver by the company of any breach of contract by the customer shall be construed as a waiver of any subsequent breach of the same or any other provision of these conditions.

(ii) The company reserves the right to amend these conditions in respect of any promotion, offer, or the like made or issued by the company from time to time in relation to services.

(iii) These conditions shall be governed by and construed in accordance with the laws of England and Wales.

12. Changes and Cancellations by us

We sometimes have to make changes to and amend errors in website and other literature both before and after bookings have been confirmed and cancel confirmed bookings. Whilst we always endeavour to avoid changes and cancellations, we must reserve the right to do so. Most changes are negligible. If we have to make a significant change or cancel, we will inform you as soon as possible.

Any and all changes are guaranteed to be of equal or superior quality and value. If changes to our service result in it being delayed and you choose to accept the service at a rescheduled time then the service cost will remain equal to that of the original booking and no compensation will be offered as a result of the change in times.

Occasionally, after your Arrangements have commenced, we or our suppliers may be forced by Force Majeure to change or cancel part or all of your booking. If this does happen then we regret that we will be unable to provide any refunds (unless we receive any from our suppliers) offer any compensation or any losses or expenses you incur as a result. We will try to assist you to secure alternative arrangements but you will have to pay any associated and/or additional costs in doing so and arising out of the alternative arrangements

13. Weather

As you will understand, we have no control over the weather. The provision of favourable weather to allow you to take part in your chosen activities does not form part of our contractual obligations to you. There is always unfortunately the risk that you may be unable to take part in weather dependent activities due to poor weather. If this occurs, you will not be entitled to change or cancel your Arrangements without paying our normal charges. You will not be entitled to the options and/or

compensation set out above. We will endeavour to find substitute activities or Arrangements but please understand that these may only be available at an additional charge to you.

14. Our liability

(1) When making a booking our contract with you and the service we provide to you is to supply a dining experience. Please note it is your responsibility to show that all reasonable skill and care has not been used if you wish to make a claim against us. Please note: we do not exclude any liability for death or personal injury arising as a result of our negligence or that of our employees providing, they were at the time acting within the course of their employment with us. Please note: Sub clauses (2) (6) below are all subject to and without prejudice to sub clause (1) above.

(2) We will not be accountable for any injury, illness, death, loss (for example loss of enjoyment), damage, expense, cost or other sum or claim of any description whatsoever which results from any of the following: the act(s) and/or omission(s) of any person(s) affected or any member(s) of your party; or the act(s) and/or omission(s) of a third party not connected with the provision of your Booking and which were unforeseeable or unavoidable; or Force Majeure

(3) Our services require the use of a fully functional working kitchen to be provided by the Client and it is the Client's responsibility to check the kitchen has been left in the condition it was found in prior to our Supplier's departure. In the event of damage to the kitchen, you must inform our chef of what you believe to be the damage they have caused and it is your responsibility to show that all reasonable skill and care has not been used and give evidence that it was the chef who caused this damage. Please note the Company will not be accountable for any damage that wasn't addressed with the chef during the provision of our Services.

(4) It is the responsibility of our clients to inform us of any allergens and intolerances. These need to be conveyed to the company in writing via email or when indicating their menu choices. Whilst our chefs will make every effort to adhere to the dietary restrictions within reasonable control, the allergens and intolerances indicated may have been used in the preparation of previous events. Furthermore, when the chef is on-site and using unfamiliar equipment in an uncontrolled environment, traces of harmful ingredients cannot be ruled out. Therefore, by agreeing to these terms, clients must acknowledge and proceed on the understanding that whilst our professional chef team will do everything in their control to mitigate any risk, all risk cannot be eliminated. Clients and guests have a responsibility to ensure that preparation areas are not contaminated prior to the chef arriving on site and take all necessary measures to prevent contamination of the food prep and service areas.

(5) Please note we cannot accept responsibility for any services which do not form part of your Booking.

(6) We limit the maximum amount we may have to pay you for any claims you may make against us. For all claims which do not involve death or personal injury, if we are found liable to you on any basis the maximum amount, we will have to pay you is a refund equal to the value of your booking (excluding insurance premiums and amendment charges).

(7) Please note, we cannot accept any liability for any damage, loss, expense or other sum(s) of any description (a) which on the basis of the information given to us by you concerning your booking prior to our accepting it, we could not have foreseen you would suffer or incur if we breached our

contract with you or (b) which did not result from any breach of our agreement with you or other fault by ourselves or our employees. Additionally, we cannot accept liability for any business losses.

15. Insurance

We suggest that you take out adequate personal insurance for your protection. Such insurance should cover the cost of cancellation by you and/or any member of your party and the cost of assistance in the event of illness or accident. We cannot be responsible for injury or loss suffered by you other than as expressly set out in these booking conditions. For this reason, we request that you be fully and adequately insured. Additionally, should you participate in events which do not form part of the Arrangements booked with us it should be understood that this is also at your own risk and it is your responsibility to obtain the relevant insurance. Please confirm with your Insurers that your insurance policy covers the activities you will be participating in.

16. Behaviour

(a). We reserve the right to terminate your booking if your behaviour or that of any members of the group is likely in our opinion to cause distress, damage, danger or annoyance to customers, other members of the party, employees, property or anyone else. If you are prevented from travelling or participating in any activity because we or any person in authority thinks you appear to be unfit to travel or likely to cause discomfort to or disturb other participants, you will not be able to complete your Arrangements and we will not be liable for any refund, compensation or any costs you have to pay. We cannot accept liability for the behaviour of others in your accommodation or any persons taking part in any event associated and/or in the same environment which forms part of your Arrangements or if any facilities or services are removed as a result of their action.

(b). You agree to make sure that all members of the party act at all times in a safe and responsible manner and abide by all safety procedures, pay attention and be present at all safety and information briefings which are applicable to the arrangements booked, make any persons in authority without delay aware of any equipment or site deficiencies or concerns, dress suitably for any activity as advised by our suppliers and observe and obey all laws, requests, terms of use of any supplier, including accommodation and entertainment venues.

17. Complaints procedure

Any complaints as to the service provided should be communicated within 7 days. Any complaints in relation to the actions or performance of our chef will not be subject to any refund unless mentioned to the chef team or during the period of your event. Refunds on food will not be made unless a complaint is noted by you to the chef and events team before the end of your event.

18. Gift Vouchers & Credits

Promotional vouchers or credits gifted through a referrer or from Holbeton Dining Ltd have a 1 year expiry date from the date claimed. Gift vouchers that have been purchased from Holbeton Dining Ltd have a 2 year expiry date from the date of purchase.

19. Rights of Third Parties

We both hereby exclude any rights that any other party may have in relation to this Agreement under the Contract (Rights of Third Parties) Act 1999.

20. Privacy Policy

We, the company, do not store credit card details nor do we or will we ever share customer details with any 3rd parties. All information we have about you and your event is shared with you and available for you to review in your online event preview and event confirmation emails. If you ever have any questions about your personal data or would like further information about our privacy policies, please contact us on office@holbetondining.co.uk We take prudent, reasonable, and industry-accepted measures to protect your personal information from loss, misuse, or unauthorized access. In the unlikely event of a security breach that exposes your personal information to unauthorized third parties, we will notify you as soon as possible via the email address associated with your Holbeton Dining Ltd event. How do we comply with the General Data Protection Regulation (GDPR)?

1. Right to be forgotten. You may request removal of your personal data held by us at any time post your event by contacting our privacy team on office@holbetondining.co.uk. All personal data associated with your event will be deleted.
2. Right to rectification. You may update your data with us at any time pre-event by contacting our team on office@holbetondining.co.uk
3. Right to data portability. We will provide you with a copy of your event data at any time.
4. Right of access. You can access your personal data at any time by using your client event review link.
5. Right to object. You may unsubscribe from any of our newsletters at any time by using the unsubscribe link included in the footer. You can read more about our Privacy Policy 21. Law and Jurisdiction

This Agreement and all matters arising out of it shall be construed and governed according to English law and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

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