



TERMS & CONDITIONS

Laguna operates the following terms and conditions with their Clients. These Terms & Conditions will form part of the Contract, together with any other terms stated in the Contract. A deposit payment paid for an event will indicate an agreement of these terms and conditions.

DEFINITIONS

- 1 'Laguna', 'We' & "company" means the company providing the service with which the contract is agreed. Laguna is owned by Super Restaurants Ltd, whose registered office is: 114-116 Goodmayes Road, Ilford, Essex IG3 9UZ
- 2 'The Client' and 'You' mean the organising body/company and organiser responsible for commissioning and payment of the event.
- 3 The 'Contract' means the agreement between 'Laguna' and 'The Client' for a specific booking or series of bookings.
- 4 "Event" means the purpose for which the premises have been hired
- 5 "Venue" means the location or premises where Laguna may be providing a service
- 6 The terms and conditions will apply appropriately at Laguna Restaurant in Ealing and at any outdoor caterings undertaken by Laguna.

CONFIRMATIONS, DEPOSITS AND PAYMENTS

You have the right to cancel the service at any time. If we receive the cancellation before we accept the instruction, no payment will be taken. If we receive the cancellation after we accept the instruction then we will already have begun arrangements for its execution by Laguna and accordingly you will not be entitled to any refund of your deposit. This does not affect your statutory rights.

- 1 A non-refundable deposit, based on the total proposed cost of the Event is required at the time of booking confirmation.
- 2 The remaining balance of the total cost of the event would be due as per the payment schedule on the contract
- 3 If there is less than 30 days to the event then a full payment of 100% is required at the time of booking confirmation.
- 4 Should the Client be likely to incur additional charges on the day, these must be paid for before the start of the event.
- 5 The client must pay any outstanding balances incurred during the event, before the completion of the event.
- 6 Laguna reserves the right to cancel the booking, if the Client is in arrears of the payment requirements as set out in this agreement, or if Laguna reasonably considers that there has been a significant change in the client's financial situation.
- 7 The signed contract must be returned by the client and received by Laguna within the period stated on the specification or, if such a time is not stated, at least 10 working days prior to the start of the event. If Laguna does not receive the signed contract within this period, it reserves the right to release the provisional booking.
- 8 In the event that the function proceeds but the Contract remains unsigned, the Client agrees that its attendance at the function constitutes acceptance of these Terms and Conditions. The Client agrees that a payment of a deposit for the event also constitutes acceptance of these Terms and Conditions.
10. Please note that external deposit, payment & cancellation policies also apply i.e. Terms and Conditions of other venues / locations where Laguna may be providing a catering service. These Terms and Conditions can be requested directly from the venues / locations concerned.

CANCELLATION BY THE CLIENT

In the unfortunate circumstances that, the Client has to cancel or postpone the entire Event, part of the Event or reduces the duration of the Event such that the contracted value of the Event is reduced the following procedures will take place:

All cancellations must be received in writing and will be deemed to take effect from the date when received and confirmed by Laguna.

Should you for any reason cancel your function the following cancellation charges will apply of the total amount.

For cancellations more than 9 months and upto and including 12 months	25%
For cancellations more than 6 months and upto and including 9 months	50%
For cancellations more than 3 months and upto and including 6 months	60%
For cancellations upto and including 3 months	70%

CANCELLATION BY LAGUNA

Laguna may cancel the booking:

- (a) If the venue, or any part of it is closed due to fire, industrial dispute, flood, failure of services, act of god or by order of any public authority or the venue is not fit for purpose due to any reason
- (b) If the client becomes insolvent or enters into liquidation or receivership
- (c) If the client is more than 30 days in arrears with any payment to Laguna
- (d) If it might prejudice the reputation of Laguna.

In such events, Laguna will have no further liability to the client



GENERAL

Where the client requests Laguna to arrange for the provision by third parties of goods and services on the client's behalf. The client shall remain liable for all charges and liabilities in relation to such goods and services.

Please note that though it is understandable that functions can sometimes run later than planned but significant delays can impact quality of food and in those circumstances Laguna accepts no responsibility

Final guest numbers and menus must be communicated to Laguna minimum 12 days before the function

Any complaints must be received in writing within 5 days after the function date to be accepted.

If dates of bookings alter, revised rates may be applicable.

Terms and Conditions of other venues / locations where Laguna may be providing a catering service also apply. These Terms and Conditions can be requested directly from the venues / locations concerned.

It is strongly recommended that the client takes out their own insurance to insure their event

The client shall pay for any damage that may be done or occasioned to the venue / location or to the fixture, fittings, furniture, articles and things therein as clean and good order and condition as they were in at the time of entry. The Client is also responsible for any damage caused to venue / location where the event is taking place caused by a supplier booked by the Client. Please note that Laguna / the venue reserves the right to stop the event if the management feels that actions of a supplier, the client or their guest may impact any health, safety & security regulations.

All licensing regulations and all statutory regulations to which the venue is subject, including those relation to Fire precautions and entertainment, must be strictly observed and complied with by the client at all times

Any equipment, property or personal effects brought into a venue where Laguna is providing a catering service, by you or other persons, remain at your own risk and Laguna will not be liable in the event of any loss, theft or damage and no compensation will be offered to replace such items. All Items must be taken back at the end of the event unless a prior arrangement has been made and agreed. Any leftover items will be presumed unwanted and will be disposed of.

Cloakroom services are provided for the convenience of you and your guests if booked, any goods deposited in such cloakrooms are at the owner's risk and without obligation on part of the Company

While every attempt is made to ensure that guests can be fully informed as to the ingredients of any dishes, Laguna are unable to guarantee that such food will be free from specific allergens and the Client must communicate to its guests, employees, agents or others that any food served by Laguna is consumed at the guests own risk.

Minor changes to the event. We may change any aspect of the Event:

- (a) to reflect changes in relevant laws and regulatory requirements
 - (b) to implement technical adjustments
 - (c) to implement any requirements or obligations stipulated by the venue/suppliers
- These changes will be notified to you as soon as reasonably possible

More significant changes to the event and these term: We may be required to make significant changes to the Event as a result of instructions from the venue, for example. We will notify you of such change and if it is deemed to affect any aspect of the event substantially and is not considered, in our reasonable opinion, to be a minor change, you may then contact us to end the contract before the changes take effect and receive a refund for any money paid for services not received. We will do everything we can to make alternative arrangements but if these arrangements are not acceptable to you, you may still cancel the contract but may be subject to cancellation fees

We are not responsible for events which do not directly affect the nature or performance of the Event. If you consider that the Event is impacted by a matter which does not directly affect the Event or occur outside the vicinity of the venue, for example, there are road works on the road leading to the venue, or there is another event being held at the venue, we will not be liable to you if you consider such matter to have affected your Event.

All other suppliers that have been booked by the client must make their own investigations into the rules and regulations of the venue to ensure that they are able to provide the service that has been booked at the prospective venue and that venues terms and conditions are satisfied.

We will need certain information from you so that we can organise the Event for you, for example, food, decoration choices, table plans. We will contact you to ask for this information as and when it is required. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for not supplying any part of the planned Event if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

Laguna accept no liability for any food supplied by the Client or by another caterer. Any food items provided by the client that are to be served at the event would need approval from Laguna.



RATES

Where rates quoted are inclusive of Value Added Tax at the current rate. In the event of any increase in the level of Value Added Tax, Laguna reserves the right to increase such rates accordingly. All rates quoted are confidential and at no time are they to be displayed, or disclosed to any third party.

VARIATION

Any variation to any of the terms and conditions set out in this agreement must be agreed in writing. Unless otherwise expressly agreed in writing, any variation or attempted variation of these conditions by the Client shall be ineffective.

Please note our prices are prepared on the basis of specific numbers. The price is subject to alternation depending on the final number of guests. The contents of menus or any other items Laguna shall supply are subject to market availability. Any variations to the services which are requested by the client, must be notified to Laguna in writing not less than Twenty-One days prior to the function date. Laguna will use all reasonable endeavours to comply with any requests for variation subject always to agreeing with the client any alteration to the quotation that may become necessary. For the avoidance of doubt, Laguna shall not be obliged to make any such variations. Laguna will, at its discretion, remove any food, which it deems to be unsafe for consumption.

BANQUETING

The Client will always comply with the statutory laws concerning licensing and entertainment provisions relevant to the Event.

Laguna shall not be liable for any loss or damage to property of the Client or any such person as may so occur except within the constraints of the Hotel Proprietors Act 1956. In the case of loss or damage to the property it shall be reported and noted by the Duty Manager at the time of discovery thereof and reported to the Police within 24 hours.

Attendees and Guests shall not enter areas of The Venue which are indicated as being closed to the public, Laguna shall not be responsible for death, personal injury or loss or damage to property suffered by an Attendee or Guest in such areas.

Laguna shall not be liable to an Attendee or Guest for any loss or damage to property caused by misconduct or negligence of an Attendee or Guest or an Act of God, or where the Attendee or Guest remains in exclusive charge of the property concerned.

Laguna shall not be liable for any failure or delay in performing any of its obligation under this Agreement if the failure or delay was due to any cause beyond its reasonable control, including (without limitation) war or threat of war, civil or political action or disturbance, riot, natural disaster, fire, epidemic, bad weather, terrorist activity (threatened or actual), military activity, governmental or regulatory action, industrial dispute, Act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events outside Laguna's control. Our liability to you for breach of contract or negligence shall not exceed an amount equal to the chargeable fees regarding the event or services undertaken.

Postponement - If the event needs to be postponed by the client or by Laguna due to following reasons including (without limitation) war or threat of war, civil or political action or disturbance, riot, natural disaster, fire, epidemic, pandemic, bad weather, terrorist activity (threatened or actual), military activity, governmental or regulatory action, industrial dispute, Act of God, failure of power or machinery, failure of or interruption in externally provided services and utilities, and all similar events outside Laguna's control, then reasonable efforts to offer reasonable alternatives will be made. Please note that in some of these incidents mentioned above, Government advice stating that the event cannot go ahead may be required:

1. Laguna will offer a range of alternative months/dates to which the event can be transferred to and will be subject to availability
2. Rates may differ depending on the new date chosen
3. If no agreement can be reached on a new event date then the client has the right to cancel but this will be subject to the Laguna cancellation policy
4. Please note that any second deposit part balance payment would still be due as per the original event date but the final balance due will be as per the new event date

HOW WE MAY USE YOUR PERSONAL INFORMATION

We will use the personal information you provide to us:

- (a) to manage and supply the Event services and the Event to you;
- (b) to process your payment for the Event;
- (c) if you agreed to this, to give you information about similar products that we provide, but you may stop receiving this at any time by contacting us.

We will pass your personal information to those third parties who require it in relation to the Event and we will only give your personal information to other third parties where the law either requires or allows us to do so.

OTHER IMPORTANT TERMS

We may transfer this Contract to someone else. We may transfer our rights and obligations under these terms and conditions to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the Contract.

- (a) You need our consent to transfer your rights to someone else. You may only transfer your rights or your obligations under these terms and conditions to another person if we agree to this in writing.
- (b) Nobody else has any rights under this Contract. This Contract is between you and us. No other person shall have any rights to enforce any of its terms and conditions.
- (c) If a court finds part of this Contract illegal, the rest will continue in force. Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- (d) Even if we delay in enforcing this Contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of your breaking this Contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you, but we continue to provide the products, we can still require you to make the payment at a later date.

LAW

These terms and conditions shall in all respects be governed and construed in accordance with English law.