



## TERMS & CONDITIONS

### 1. 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 the commissioning and payment of the event.
3. The 'Contract' shall mean these terms and conditions plus the final version of your event quotation/proposal, event details, costing summary, catering menu, event particulars, booking procedures and your optional extras.
4. "Event" shall mean the event scheduled to take place at the date, time and venue as detailed in the event quotation and details
5. "Venue" means the location or premises where Laguna may be providing a service
6. "Force Majeure" means other than frustration due to illegality any act or circumstance which is reasonably outside either party's control which renders the performance of the Event impossible or incapable of occurring, and not for the avoidance of doubt, just more expensive or onerous to either party.
7. "Total Amount" shall mean the total amount payable to the Supplier by the Client, as set out in the Event Proposal/Quotation, as amended from time to time with the agreement of both parties.
8. The terms and conditions will apply as appropriately at Laguna Restaurant in Ealing and at any outdoor caterings undertaken by Laguna.

### 2. CONFIRMATIONS, DEPOSITS AND PAYMENTS

1. The first deposit paid for the catering is a booking fee and is non-refundable and non-transferable. It is based on the total proposed cost of the Event and 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. If there is less than 30 days to the event then a full payment of 100% is required at the time of booking confirmation.
3. 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 21 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. A deposit payment paid for an event will constitute acceptance of these Terms and Conditions.
4. Where Laguna undertakes to book an Event venue on the Client's behalf, such venue booking will only be confirmed on receipt by Laguna of a signed contract and deposit.
5. 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 also agrees that a payment of a deposit for the event also constitutes acceptance of these Terms and Conditions.
6. Please note that the terms and conditions of venues (whether booked through Laguna or not) apply automatically where Laguna may be providing a catering service, in particular with regards to accommodation, health, safety, deposits, payment & cancellation policies. These Terms and Conditions will be available on request or can be requested from the venue.
7. Should the Client be likely to incur additional charges on the day, these must be paid for before the start of the event in cash or before the service of the meal.
8. Disbursements will be made on the client's behalf in order to secure/confirm provision services, equipment etc for the agreed date.

### 3. CANCELLATION BY THE CLIENT

1. In the unfortunate circumstances that, the Client has to cancel the entire Event, part of the Event, an element of the event or decreases the duration of the Event such that the contracted value of the Event is reduced then the following cancellation charges will apply of the total amount.

For cancellations more than 10 months	25%
For cancellations more than 6 months and upto and including 10 months	50%
For cancellations more than 3 months and upto and including 6 months	75%
For cancellations upto and including 3 months	90%

2. Above percentage deductions will cover Lagunas costs to include (but not limited to) incurred or paid disbursements, third party costs, costs related to event planning, meetings, tastings, liaising with the client, costs of suppliers/venues, document preparation, booking processing & administration etc. All cancellations must be received in writing and will be deemed to take effect from the date when received and confirmed by Laguna. Please note that our cancellation charges are based on a pre-estimate of the liabilities that we incur in relation to the Event and work conducted from the moment the event is booked and should not be construed as a form of penalty.



3. If the event is Frustrated (The Event is frustrated if it is illegal for it to be held (in accordance with the Event Proposal/Quotation) on the suggested date) and the client wishes to cancel, then Laguna will refund any deposits paid less expenses which would be a minimum of £1750 and can be up to 25% of the total amount of the event if the event is cancelled minimum 90 days before the event. If the event is cancelled less than 90 days before the event date then additional charges may be applicable. Any refunds made are in full and final settlement.
4. Any venues booked through Laguna in the event of a cancellation may have their own terms, cancellation policies and fees which will be applicable and must be strictly adhered to.
5. The same cancellation policy detailed in point 1 of this section also applies to any additional services that may have been booked by Laguna on behalf of the client

#### **4. POSTPONEMENT OR EVENT DATE CHANGE**

1. If the event needs to be postponed (or event date changed) by the client or by Laguna due to following reasons including (without limitation) war, 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. Any costs incurred due to the date change may be charged. Procedure as follows:
  - a) Laguna will offer a range of alternative months/dates to which the event can be transferred to and this will be subject to availability
  - b) Catering rates for Laguna may differ depending on the new date chosen. The same applies to any venue / services that may have been booked through Laguna.
  - c) If no agreement can be reached on a new event date/package then the client has the right to cancel but this will be subject to the Laguna cancellation policy.
  - d) Please note that the payment schedule would still be applicable as per the original event date.
2. If the postponement / date change is due to any reason other than Frustration of the contract (or Force Majeure), then an administration fee of £500.00 will apply together with any other associated venue, staffing and logistical costs etc which are inclusive of but not limited to those listed in the cancellation policy.

#### **5. CANCELLATION BY LAGUNA**

1. Laguna may cancel the booking for the reasons below and will have no further liability to the client
  - a) If the venue, or any part of it is closed or unavailable due to events/circumstances beyond the control of Laguna, including without limitation any force majeure event, insolvency, bankruptcy, 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 or breach the terms of this contract

#### **6. GENERAL**

1. Any charges made for food tasting sessions are nominal charges and do not automatically cover other costs associated with that tasting e.g costs of a duty event manager or a banqueting chef to oversee the tasting.
2. Final guest numbers and menus must be communicated to Laguna minimum 21 days before the function.
3. The Client or the Client's liaison at the Event will be responsible to double check the table layout and table numbering 1 hour prior to guest's arrival. The Client must ensure that any decisions/changes/requests made by the liaison during the event will be deemed as good as the client making any decisions/changes/requests on their behalf.
4. 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.
5. All quotations given assume that each table is for 10 guests. If less guests per table are required to be seated then this may result in additional food, equipment and staffing costs. Please note that if excessive movement of chairs is required at the event then additional staffing costs may apply.
6. Please note that though it is understandable that functions can sometimes run later than planned but significant delays due to the client, guests or other suppliers working at the event, can impact quality of food and in those circumstances Laguna accepts no responsibility. The Event manager must be informed immediately by the Client or the Client's liaison at the Event of any situation impacting the provision of food or service that may arise anytime throughout the Event, thus giving the Event Manager the opportunity to rectify and/or make good the issue/concern.
7. In accordance with best practice guidelines under the food Health and Safety regulations, Laguna are unable to allow the Client to take any leftover food away from the Event. This also applies to any food unused as a result of less than the confirmed number guests attending the Event.



8. Laguna and the venue shall have no responsibility for any client items including without limitation, guest books, cake toppers, knives, cake stands, flowers, personal property of guests, wedding gifts, cards and Alcohol. 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 by the Client unless a prior arrangement has been made and agreed. Any leftover items will be presumed unwanted and will be disposed of.
9. Laguna is not responsible for the setup, cleaning or removing of any items provided by any third-party suppliers i.e. Cake, Decorators, DJs & other services etc. If Laguna is required to assist in a setup for a third -party supplier then no responsibility can be taken for this.
10. Any Client complaints must be made by the Client to Laguna verbally within 24 hours after the Event, and then followed up in writing within 48 hours after the Event. Laguna shall have no liability (unless specified by law) with respect to any Client complaints that do not follow this procedure. Laguna shall endeavour to respond to any correctly made Client complaints within 14 days of receipt of such complaint in writing. You as the Client shall not knowingly either directly or indirectly on your own account or with the benefit of another, do or seek to do anything which could damage or otherwise harm our business from time to time.
11. 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. Should the venue charge for additional cleaning and or additional time, this is deemed to be the client's responsibility.
12. It is a matter for you to seek advice on the appropriate insurance cover and suitability of any suppliers booked for your event. Laguna accepts no liability whatsoever for any recommendations it may make for the event. For peace of mind, we advise all our clients to consider purchasing Event Insurance to cover any eventualities that may arise before/during or after the event.
13. All licensing regulations, statutory regulations and entertainment provisions 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.
14. 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
15. 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.
16. We may need to make minor changes to the event and these changes will be notified to you as soon as reasonably possible. 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
17. 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
18. 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.
19. All suppliers that have been booked by the client must make their own investigations into the access, procedures, processes, rules and regulations of Laguna or 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. Suppliers must also have any required documentation necessary for the event and have submitted these to Laguna minimum 14 working days before the event. It is highly recommended to choose a supplier from either Laguna's or the venues accredited list and in some cases may be a compulsory requirement. Laguna does not however take any responsibility for the performance of any other supplier.
20. 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.
21. 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. Laguna will, at its discretion, remove any food, which it deems to be unsafe for consumption.
22. The Event manager must be informed immediately by the Client or the Client's liaison at the Event of any situation impacting the provision of food or service that may arise anytime throughout the Event, thus giving the Event Manager the opportunity to rectify and/or make good the issue/concern.



23. The Client is responsible for the behaviour of their guests. Any children must be properly supervised at all times. Laguna reserves the right to judge acceptable levels of noise or behaviour of the Client and guests. In the event of the Client's and/or guests' failure to comply with Laguna or Venue management requests (to include any request to desist from any conduct considered unreasonable), then Laguna reserves the right to terminate the Contract and stop the Event immediately without liability.

## **9. OTHER IMPORTANT TERMS**

1. 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.
2. 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.
3. 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.
4. 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, 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. Our liability to you for breach of contract or negligence shall not exceed an amount equal to the chargeable fees for the event or services undertaken.
5. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.

## **10. CONTRACTS AND SEVERABILITY**

1. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.
2. If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

## **11. RATES, VARIATION AND WAIVER**

1. 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.
2. Supplier may amend these terms and conditions at any time without notice to the customer provided that post amendment, Laguna supplies a copy of the amended terms to the customer and thereafter those terms as so amended shall apply as between the parties. For example, we may need to amend these terms and conditions from time to time to apply with prevailing legislation or other guidance.
3. No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives). No waiver of any breach of this Contract and no course of dealing between the parties, shall be construed as a waiver of any subsequent breach of this Contract. A determination that any provision of this Contract is invalid or unenforceable shall not affect the validity or enforceability of the other provisions of this Contract which shall remain in full force and effect.



4. 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.
5. 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 availability. Menu items chosen will also depend on what is possible to do at the venue. 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.

## **12. CONFIDENTIALITY AND DATA PROTECTION/GDPR AND MARKETING**

1. If an electronic version of these Terms and Conditions or Event Quotation is agreed/sent by the Client, such electronic version shall be deemed to be binding, regardless of whether or not the Client has duly signed a paper version.
2. 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.
3. All materials provided by Laguna to the Client, including without limitation, the Event Proposal, specifically any pricing information, and this Contract are confidential and should not be disclosed to any third parties by the Client. Laguna may share your personal information with other approved third-party suppliers that work directly with Laguna.
4. We are proud of our events and may share the content of your event with our audience. With this contract, you hereby allow Laguna to use photographs and/or video taken on your event for marketing purposes, including and not limited to: social media, website content, blog posts, digital publications and any other communications that may be used to promote Laguna unless stated otherwise. Photography and videography of your event may contain images of any attendees.
5. 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.

## **13. ENTIRE AGREEMENT**

1. This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

## **14. GOVERNING LAW AND JURISDICTION**

1. This agreement shall be governed by, and construed in accordance with, the law of England and Wales. Any dispute arising out of or in connection with, or concerning the carrying into effect of, this agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales, and the parties hereby submit to the exclusive jurisdiction of those courts for these purposes.

**END**