

BITE ME CATERING & EVENTS TERMS AND CONDITIONS

BITE ME LIMITED T/A Bite Me Burger and Get Plucked herein after "**Bite Me**"
Terms and Conditions for the Provision of Catering Services

DEFINITIONS

In these Terms and Conditions and the Agreement the following expressions shall have the following meanings:

Additional Costs means such additional costs attributable to the provision of Additional Services to the Customer by Bite Me together with ancillary charges for delivery and collection of supplies, storage, corkage and handling charges that may be charged by Bite Me from time to time (which shall include VAT where applicable and/or other taxes, duties and appropriate other charges) details of which will be set out in the relevant Invoice.

Additional Services means any additional services Bite Me may agree to provide to the customer in accordance with these terms and conditions.

Agreement means any agreement between Bite Me and the Customer for the provision of catering services incorporating these terms and conditions including the schedules, order, and quotation and Invoices.

Business Day(s) a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Catering Services means the catering services set out in the Agreement together with any additional Services to be provided to the Customer by Bite Me under the terms of the agreement.

Customer means the customer named in the order purchasing the Catering Services.

Deposit or **Payment** means a payment for the event date deposit paid or payable in respect of the catering services.

Event day deposit means the deposit paid to secure the date for the provision of services to the customer

Event Quote means the description or specification of the catering services provided in writing by Bite Me to the customer including the cost summary applicable for such catering service.

Facilities means the facilities and/or equipment to be provided by or on behalf of the customer at the premises on the event date.

Event Date means the date and time of the event specified in the order.

Quotation means any quotation issued and/or despatched to the customer detailing the catering services, the price, additional services and any additional costs.

Intellectual Property Rights means patents, rights to inventions, copyright, related rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Order means the order from the customer to Bite Me which can be placed by telephone and/or by email and text.

Over Usage means any additional food or drinks or services supplied at the event on the day over and above what has been agreed in the event quote.

Premises means the premises specified in the order at which the catering services are to be provided.

Bite Me means Bite Me Limited trading as Bite Me Burger and Get Plucked.

Terms and conditions mean the terms and conditions set out in this document which apply to events operated by Bite Me Limited.

MENU SELECTION

All our food has been created to give you a balanced selection for a range of palettes, but we are not able to satisfy all dietary requirements. We seek to only use the freshest ingredients from nominated suppliers.

We will do our best to accommodate dietary requirements but cannot guarantee this, due to the necessary strict requirements we cannot provide Kosher food, however we can provide vegan food. We can also provide certain Halal products which are available upon request. We can also provide vegan.

We do stress that the nature of our product and our kitchen means we CANNOT assure cross contamination will not occur and as such people with severe allergies need to be aware of this.

EVENT QUOTE

The Event Quote shall be based upon the clients proposed date for the Event, the projected numbers of guests and the food requirements discussed at the time of booking. Such numbers will be subject to alteration up to 3 days before the event subject to availability.

Alterations to the numbers or make up of the menu may be made closer to the date but Bite Me can make no assurances that such requirements can be accommodated as it may not be possible to obtain additional produce.

The customer may be subject to a surcharge for changes or alterations to the event numbers agreed in the event quote if changes are made.

The Event Quote will include as appropriate and where applicable estimates for staff and equipment.

Staff costs are stated as a minimum 3 hour per staff member but if the event extends over the agreed times a surcharge of the hours used will be made post the event.

The Event Quote includes a broadly agreed menu. The final menu will be agreed with the customer at least 3 days prior to the event. If any over usage occurs at the event any such over usage will be charged for the food supplied after the event and will be invoiced for payment thereafter.

The event Deposit shall be estimated based upon the length of time the event is organised in advance as follows:

For events booked:

1. 60 days or more in advance a non-refundable "Event Date Deposit" is required in the sum of 25% of the "Event Quote".
2. A balance of 80% to be paid 30 days before the "Event Date."

For Events booked:

3. between 60-30 days in advance a non-refundable "Event Date Deposit" of 50% is required of the Event Quote.
4. A balance of 50% to be paid 30 days before the "Event Date."

For Events booked:

5. 30 days or less in advance a non-refundable 100% of the Event Quote is required.

Upon payment of the event deposit this represents the agreement between Bite Me and the customer and as such becomes binding thereafter.

The event date is only confirmed upon payment and receipt of cleared funds by Bite Me by credit/debit card or pre-arranged bank transfer.

The reason the deposit is non-refundable is we can only deliver a certain number of events on a given date. If a customer books a date, Bite Me will not take other bookings for the same date. The closer to the event date the event is cancelled the less likely we are to refill the date booked by the customer.

Should the customer wish to reschedule/move a date, this will be subject to availability and may incur additional costs.

The charges do not include the cost of breakage or loss of or damage to the supplier's equipment for which we reserve the right to charge the customer after the event provided that notification of such breakage or damage is provided to the customer within 14 days after the event.

EXCLUSIONS

The Event Quote does not include additional costs for services or produce or items such as Congestion Charge, parking, delivery or other such ancillary items necessary to provide the service and or event. Such items will be estimated in the Event Quote where possible.

All prices and charges quoted are inclusive of VAT, unless otherwise specified.

BITE ME REQUIREMENTS

The event will be undertaken at a designated premises and Bite Me requires certain conditions to be met in order to provide its catering services depending on the location of the event. The following are examples, but each event may have additional requirements depending on location and are as follows:

1. Indoors Events
 - i. Suitable power supply to power our equipment (a Power Analysis will be supplied in advance clarifying the requirements and questions that need satisfying)
 - ii. Suitable extraction capable of allowing the normal operation of cooking equipment.
 - iii. Suitable access to water for hand washing and cleaning of equipment.
 - iv. Suitable access for parking or drop off for equipment. (The equipment is heavy and if we are required to move it up flights of stairs there may be additional costs involved)
 - v. An assessment of the proposed cooking space to ensure suitable Health and Safety obligations are met.
2. Outdoor events
 - i. All the above but also
 - ii. Any licenses from landowners or local authorities to allow the preparation and distribution and or sale of food on the premises. (Any public property requires a local authority license to set up an event or prepare or sell food and requires a fee, such fee is payable by the customer)
3. All Events
 - iii. The customer is entirely responsible for sourcing all permissions required from the venue or location. Bite Me will supply any supporting information that the customer may require to secure the customers permissions.
 - iv. Any premises requiring a HSE report/s or any other requirements outside of what Bite Me provides will be at the cost of the customer.
 - v. The customer is responsible for acquiring all permits and necessary permission for all locations on which Bite Me will be performing services. The Customer hereby indemnifies Bite Me in respect of any actions brought against Bite Me because of failure by the Customer to properly advise of the requirements for permits and permissions.

Customer Nominated Sourced Catering Services or Products: these are catering services or food products sourced from a third-party supplier at the customer's request and supplied to the customer either in the sourced form or incorporated into Bite Me's own catering services. Bite Me accepts no responsibility or liability for the performance, quality or delivery of such catering services or products and they are used solely at the customer's risk.

PAYMENT TERMS

Upon agreeing the catering services required by the customer, an Event Quote will be supplied along with a secure payment link for Services. To secure an event date a payment of the event deposit will be required to be paid within 3 business days of presentation of such secure payment link. Save for events required within 30 days of booking in which case payment is required within 2 business days.

Payment shall be made by BACS transfer or by credit / debit card. Cash will only be accepted with the prior agreement of the supplier.

Unless expressly stated otherwise herein, the customer shall pay the amount which is properly due and submitted to it by Bite Me within 7 days of receipt, to a bank account nominated by Bite Me or via secure payment link.

If any instalment of the price is not paid in full by any of the due dates, Bite Me may:

- i. cancel or suspend commencement of the Catering Services; and
- ii. charge the customer interest (both before and after any judgment) on the outstanding amount at a rate of 4% per annum above the base rate of the Barclays Bank Plc from time to time, until payment is made in full (a part of a month being treated as a full month for the purposes of calculating interest).

CANCELLATION

The Customer acknowledges and recognises that Bite Me is agreeing to block the date for the confirmed event at the time of confirming the event date and as such will be turning down other business opportunities, for this date. Bite Me needs to purchase food and other consumables in advance of the event. At the time of a cancellation or a reduction in the numbers of persons attending the event the supplier may have already purchased the food and other consumables and may not be able to use the food for any other event, or the food may not be appropriate for any other event that the supplier is undertaking or food will deteriorate or become unfit for human consumption if not used by a particular date or by any given 'use by' dates. Furthermore, this applies when equipment and hired labour is required to cater the event. In the event of a cancellation or reduction in the number of persons attending the Event, we will still be required to pay for hire of equipment and hired labour whether event takes place or not or whether it takes place with fewer persons attending.

In recognition of the above the terms of Cancellation are as follows:

60 days 20% of The Event Quote
30-60 days 50% of The Event Quote
14 days 100% of The Event Quote

Exceptions may be granted at Bite Me's sole discretion where a customer reschedules an event to a new event date but only where Bite Me has been able to secure a replacement to the cancelled event date of similar value or greater.

Bite Me may terminate the agreement liability of any nature upon return of the Event Date deposit.

Bite Me will not be liable for consequential damage of any nature for any reason because of a result of any act or circumstance beyond reasonable control including but not limited to, strikes, acts of God, fire, flood, accidents or act of war. In the event of such an event occurring the supplier shall be entitled to cancel the event with immediate notice to the customer and shall reimburse the customer all charges paid as at the date of cancellation less such reasonable preparation and administration costs of the supplier and any non-refundable Event Date deposits paid by the supplier to third party suppliers of services for the Event.

INSURANCE

Many venues now insist on proof of insurance before a contractor can enter the building. Some venues have a minimum cover requirement as well. It is the customer's responsibility to understand these requirements at the venue chosen by them and to advise Bite Me accordingly.

Bite Me is fully insured to perform the duties of an event catering service supplier in both public and private places but will not accept responsibility for any problems that arise if this insurance is insufficient for the venue chosen by the customer because the customer has failed to inform them of such requirements. If such requirements exceed our current £10Million of Public Liability Insurance any cost to obtain such additional cover will be charged accordingly to the customer.

Personal Safety: Bite Me reserves to right to terminate coverage and leave the location of the event(s) if Bite Me experiences inappropriate, threatening, hostile or offensive behaviour from person(s) at the event(s); or in the event that the safety of Bite Me's personnel is in question.

Limitation of liability: Bite Me limits its liability to the maximum extent permitted by applicable law and we expressly exclude:

1. Responsibility for compromised event coverage due to causes beyond their control including but not limited to obtrusive guests, lateness of the customer or guests, weather conditions, schedule complications, incorrect addresses provided to Bite Me or restrictions of the locations.
2. Liability due to limitations imposed by the rules and guidelines of any public event location and site management. The customer agrees to accept the results of the imposition of such rules and

guidelines on Bite Me. Negotiation with site management for moderation of guidelines is the customer's responsibility - Bite Me will offer technical recommendations only.

3. All representations, warranties and conditions relating to the supply of the catering services and the use of them including, without limitation, any warranties implied by law in respect of satisfactory quality or fitness for purpose.
4. Any liability for any direct, or indirect or consequential loss or damage incurred by the customer in connection with use of the catering services. This includes, but is not limited to, liability in respect of the customer and/or any third party for loss of income or revenue, loss of profits, loss of business, loss of opportunity, any indirect, consequential or special loss or damage.

Nothing in this disclaimer will:

1. Limit or exclude our liability for death or personal injury resulting from negligence.
2. Limit or exclude our liability for fraud or fraudulent misrepresentation.
3. Limit any of our liabilities in any way that is not permitted under applicable law.
4. Exclude any of our liabilities that may not be excluded under applicable law.

Subject to the preceding provisions the limitations and exclusions of liability govern all liabilities arising from the supply of the catering services under contracts governed by these terms including all liabilities arising in contract, tort (including negligence) and for breach of statutory duty.

Waiver: No waiver, by Bite Me, whether implied or express, of any particular provision of this contract, or of any breach or default of either party, shall constitute either a continuing waiver of such provisions or a waiver of any other provisions of the contract.

Force Majeure: Bite Me shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from any of the following: Acts of God; Outbreak of hostilities, riot, civil disturbance, acts of terrorism; The act of any government or authority (including refusal or revocation of any licence or consent); Fire, explosion, flood, fog or bad weather; Power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles; Default of suppliers or sub-contractors; Theft, malicious damage, strike, lock-out or industrial action of any kind; Any cause or circumstance whatsoever beyond Bite Me's reasonable control.

Health and Safety: The Customer agrees to comply with all health and safety rules and requirements as defined by Bite Me at any time during the delivery of the catering services.

Severability: The provisions of these terms are severable and if any part thereof is held to be invalid or unenforceable by any court then it will not affect the validity or enforceability of any of the remaining provisions.

Third Party Rights: A person who is not a party to any contract governed by these Terms (a 3rd Party) shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these terms.

Governing law: Any differences arising between Bite Me and the customer concerning this contract or the rights and liabilities within it shall be governed by and interpreted, in all respects, in accordance with the Laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.

Dispute Resolution: The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between representatives of the parties, who have authority to settle such disputes. If the matter is not resolved by negotiation within 30 days of receipt of a written 'invitation to negotiate', the parties will attempt to resolve the dispute in good faith through an agreed Alternative Dispute Resolution (ADR) procedure.

If the matter has not been resolved by an ADR procedure within 60 days of the initiation of that procedure, or if any party will not participate in an ADR procedure, the dispute may be referred to arbitration by any party. Nothing in this clause shall be construed as prohibiting a party or its affiliate from applying to a court for interim injunctive relief.

Whole Agreement: These terms governing any contract established with the customer constitute the entire agreement between Bite Me and the customer and supersede any and all prior terms whether written or oral. No modification to the Terms or any claimed waiver shall be deemed to be valid unless in writing and signed by authorised representative of Bite Me.

INTELLECTUAL PROPERTY

1. All Intellectual Property created by Bite Me during the execution of this contract is and shall remain the property of Bite Me. Unless confirmed in writing and signed by an authorised representative of Bite Me nothing in the terms of this contract shall vest any ownership of any rights.
2. Bite Me may use material created during the performance of this contract for their own publicity campaigns with the permission of the customer.

QUALITY ASSURANCE

Under the government food hygiene regulations all cold food should be consumed within FOUR hours of delivery. Hot food should be consumed within 2 hours, thereafter it is your responsibility when food which is left unsupervised by the consent of the client is NOT covered under our Public Liability Insurance.

Where the customer chooses to supply items of food and/or drink itself for the event, the supplier will comply with condition to the extent that it prepares and/or serves any such items but reserves the right to dispose of or not to serve any such item if, in its sole discretion, such item is unfit for human consumption and/or displays signs of contamination or deterioration and/or

cannot be demonstrated to have been stored in accordance with statutory and/or regulatory requirements prior to delivery to the supplier at the event. All excess food at the location at the end of the event shall be removed and disposed of by Bite Me in accordance with prevailing statutory food hygiene requirements save where such food or drink has been supplied by the Customer in which event the customer shall be responsible for removing excess food or drink and empty bottles unless otherwise agreed by us. We shall provide the catering services with reasonable care and skill and in accordance with food catering industry standards for hygiene and general cleanliness. The preparation and cooking of food and the handling and service of food, beverages, utensils and tableware In compliance with statutory and regulatory requirements affecting the preparation, cooking, handling and service of food.

As we continually strive to improve the quality of our service, we welcome your feedback. From your comments we will be able to improve our service. We value our customer's feedback and will always follow up on comments.

ENVIRONMENTALLY AWARE

We are fully aware of the environmental issues that we all need to take responsibility for and wherever possible we want to play a role in helping the environment. Wherever possible we use local suppliers to reduce our carbon footprint. We also try to arrange deliveries together to minimise our carbon emissions.

DATA PROTECTION

We will process any personal data collected from the customer for the purposes of administering the booking for the event. We may also process such data to provide the customer from time-to-time with information on other services that it provides along with other events organised by us if we feel that it will be of interest to the customer. We will not give your details out to any third parties.