

These Terms and Conditions are the standard terms for the provision of catering services by Paella Fella Limited, a limited business registered in England under company number 07027676, whose registered office address is 126 Wish Hill, Eastbourne, England, BN20 9HL (“the Caterer”) to you the client (“you”).

## 1. Acceptance

1.1. You are deemed to have accepted these Terms and Conditions upon either a) payment of your deposit or b) signing acceptance of our terms and conditions together with your quotation outlining the scope of catering services to be provided, whichever occurs first.

1.2. We agree to provide to you the services specified in your catering package as per your catering services agreement with reasonable care and skill.

1.3. We are happy to provide tastings upon request, subject to availability. Tastings are charged at our current taster menu rate for two people and must be paid for in advance. This charge is non-refundable and separate from any event deposit or booking fee. Participation in a tasting does not constitute confirmation of a booking, which must be secured separately in accordance with our standard deposit terms.

## 2. Access, Set Up & Logistics

2.1. Unless otherwise agreed in writing, we shall be deemed the primary caterer for your event or delivery service and shall be granted priority access to the designated catering area. You must ensure clear, safe, and timely access for our vehicles, staff, and equipment for arrival, unloading, set-up, service, and pack-down, including suitable parking close to the set-up location.

2.2. Where access arrangements, parking, loading points, venue layouts, or agreed timings differ from those previously confirmed, or where access is restricted, delayed, obstructed, or reallocated to other suppliers without our prior agreement, we reserve the right to make reasonable adjustments to the service and/or to charge for any additional time, labour, waiting time, or costs incurred as a result. Such charges may be applied after the event where the impact is not reasonably foreseeable in advance.

2.3. If changes to access, set-up, or exit arrangements materially affect our ability to provide the services safely, efficiently, or within the agreed timescales, we accept no liability for any resulting delay, disruption, or reduction in service level.

2.4. Where a site survey is not undertaken, the client is responsible for providing sufficient details in advance, including venue layout, access restrictions (e.g. steps, distance from loading point), and any relevant photographs or plans. Failure to provide this information may limit our ability to deliver the agreed services and may result in additional charges or service adjustments.

## 3. Quotations, Guest/Final numbers

3.1. The pricing for your catering services is quoted on guest numbers and is based on a pre-agreed schedule, timings and budget for your specific event/party plans and requirements. This covers all the food and agreed related services including travel and fuel, set up, clearing and packing away. This does not include the cost of Bar Services and/or extra Staff unless otherwise stated.

3.2. Final confirmed guest numbers must be submitted in writing no later than 14 calendar days prior to the event date (“Final Numbers”). These numbers will form the basis of food ordering, staffing, logistics, and final pricing.

3.3. Where guest numbers increase after this deadline, we will use reasonable endeavours to accommodate the increase. Any additional guests will be charged at the prevailing per-head rate. However, we do not guarantee that late increases can be accommodated and accept no liability for any inability to do so.

3.4. No reduction in price will apply where guest numbers decrease after the Final Numbers deadline. The final invoice will reflect the last confirmed number provided prior to that deadline.

3.5. If the confirmed number of guests drops by 20% or more from the original booking at any time after the booking is made, we may charge you based on the original number, allowing for a maximum reduction of 20%. This reflects committed staffing costs, food orders, preparation time, and the loss of opportunity to accept alternative bookings for the event date.

3.6. Guest numbers refer strictly to invited attendees and do not include suppliers, performers, photographers, or other third parties unless expressly agreed in writing. Any additional meals required must be requested in advance and will be charged accordingly.

## 4. Deposits & Payments

4.1. A deposit is required to confirm your booking. Deposits are calculated as follows:

4.1.1. A 30% deposit of total estimated cost is required to secure your event booking taking place in the current calendar year.

4.1.2. A £250 holding deposit is required for any bookings taking place in the next calendar year. The 30% deposit will then be taken in the January of the calendar year of your booking.

4.1.3. For all bookings, we will endeavour to raise your balance invoice between 14 & 7 calendar days before your catering services commence. Full payment is due within 3 working days. If payment is not received by this date, we reserve the right to cancel the booking and retain the deposit.

4.2. The balance is to be paid a minimum of 2 working days before the event or by return on receiving the final invoice. ALL Monies MUST be paid and cleared before your event.

4.3. Payment is accepted by bank transfer to the account listed on your invoice. All Credit & Charge Cards payments (with the exception of Diners Club) are accepted, with Amex available at our discretion on orders over £950.

4.4. Payments must be made on time. If you miss a payment, we may charge interest on the overdue amount until it is paid in full (before and after any court judgment). Interest will be 8% per year above the Bank of England base rate, plus any statutory late payment compensation that applies.

4.5. If we have to take legal action to recover unpaid fees or expenses and we are successful, you must pay our reasonable legal costs, court fees, and enforcement costs — even if the claim would normally be dealt with in the small claims court.

4.6. All prices are exclusive of VAT unless expressly stated otherwise.

## 5. In the event of cancellation

5.1. Should you need to cancel your event booking: confirmation must be received in writing from the contracted party who booked the event. The following cancellation terms will apply:

5.1.1. Less than 4 weeks before the Event: 100% of the Total Price will be payable.

5.1.2. Between 4 and 12 weeks before the Event: 75% of the Total Price will be payable.

5.1.3. Between 12 weeks and 26 weeks before the Event: 30% of the Total Price will be payable.

5.2. In all cases of cancellation an admin fee of £50 will apply to cover the administration costs.

5.3. All deposits paid are **non-refundable**, but may be applied to a postponed event in accordance with these Terms. For consumer bookings cancelled within the statutory 14-day cooling-off period, deposits will be refunded in full.

5.4. You may request to postpone your event to an alternative available date within 12 months of the original event date. Postponement is permitted only once, for a like-for-like event (i.e. same guest numbers, location type, and service package) and is subject to our discretion and availability. Any increase in guest numbers, changes to the venue, or changes to the catering services may be subject to additional charges. All deposits paid are retained and applied to the new date.

5.5. If you provide more than 4 weeks' notice, no additional fees apply when postponing your event. If less than 4 weeks' notice is given, a

£100 change-of-date fee applies.

5.6. If a suitable alternative date cannot be agreed, the standard cancellation terms will apply.

5.7. You will be liable for all confirmed third-party or subcontractor costs incurred on your behalf, including but not limited to: staffing, equipment hire, venue charges, travel, and accommodation. This applies even in the event of cancellation or postponement, where such costs have already been committed and are non-refundable.

5.8. We reserve the right to cancel any function or event for any of the following reasons.

5.8.1. If the client or us become insolvent or enters into liquidation or receivership.

5.8.2. If the event may reasonably be expected to prejudice our reputation or cause damage to our business.

5.8.3. In any of these situations we will refund any payments made in advance, but will have no further liability to the event.

5.9. 14 – Day Cooling-Off Period (Consumers Only)

5.9.1. If you are a consumer and this contract was agreed off-premises (e.g. by phone or online), you have the right to cancel within 14 calendar days from the date the contract is formed. If you cancel during this time, you will receive a full refund of any payments made.

5.9.2. If you ask us to begin work within the cooling-off period, you must confirm this in writing. By doing so you acknowledge that:

5.9.2.1. If services have commenced during the cooling-off period, you lose the right to cancel and may be charged proportionally for services provided, including preparation time and ingredients costs.

5.9.2.2. To cancel, you must notify us in writing within the 14-day period.

5.9.2.3. This right applies to consumer bookings and does not apply to business-to-business contracts.

## **6. Allergies and Dietary Requirements**

6.1. You must inform us in writing of any known allergies, intolerances, or specific dietary requirements at least 14 calendar days prior to the event. This includes any guests who are currently undergoing allergy or dietary testing or who have suspected but undiagnosed intolerances.

6.2. While we will make every reasonable effort to accommodate notified dietary requirements, we cannot guarantee that our food is free from trace allergens due to the presence of all major allergens in our kitchen environment. Cross contamination may occur, even with best practices in place.

6.3. It is your responsibility to:

6.3.1. Collect and provide accurate dietary and allergy information for all guests

6.3.2. Clearly advise any guests with food allergies or sensitivities of the potential risks,

6.3.3. Ensure that any dietary needs are communicated to us in a timely and accurate manner.

6.3.4. We will not accept liability for any allergic reactions or intolerance-related issues where:

6.3.4.1. The relevant allergy or requirement was not disclosed in writing within the required timeframe,

6.3.4.2. The allergy is suspected, being tested, or not yet medically confirmed,

6.3.4.3. Guests consume food against advice or after the event (e.g. leftovers).

6.4. Food served at the event is intended for immediate consumption. Any leftover food is consumed entirely at your own risk. We are not responsible for how food is handled, stored, or reheated after the event.

6.5. We are compliant with the Food Safety Act and HACCP food safety regulations.

## **7. Service, Timings and Staff**

7.1. We will use reasonable endeavours to provide the catering services in accordance with the agreed schedule and timings. However, event catering is inherently subject to variables beyond our control, and timings cannot be guaranteed.

7.2. Delays or variations to service timings may occur due to factors including, but not limited to:

7.2.1. venue access restrictions or changes;

7.2.2. parking, loading distance, or logistical constraints;

7.2.3. adverse weather conditions impacting safe operation;

7.2.4. changes to event schedules, speeches, entertainment, or guest arrival times;

7.2.5. ad hoc or last-minute requests;

7.2.6. table layouts or restricted service access;

7.2.7. the actions or requirements of third-party suppliers.

7.3. We cannot guarantee the implementation of amendments or requests received within 7 working days of the event date, nor can we accept responsibility for requests made directly to staff on the day of the event that affect service delivery, timings, or staffing levels.

7.4. Where delays are caused directly by us and are within our reasonable control, no additional charges will apply. Where delays or overruns arise due to client instructions, guest behaviour, venue constraints, access issues, or third-party actions, we reserve the right to charge for additional staffing time, waiting time, or extended service at our prevailing hourly rates.

7.5. Our staffing costs are calculated based on the agreed service times in your accepted quotation. Where the event exceeds the agreed timescales, or where staff are requested or required to remain on site beyond those times, additional staff hours, travel time, and associated costs will be chargeable unless previously agreed in writing.

7.6. We reserve the right to withdraw staff or suspend service, without liability, where staff safety is at risk due to harassment, intoxicated behaviour, unsafe conditions, or failure to maintain a safe working environment.

7.7. Delivery service times are agreed subject to a 30-minute allowance for traffic delays or difficulty accessing the delivery location.

7.8. Once food has been served or handed over and our staff have left the premises, responsibility for the food passes to you, and we accept no further liability.

7.9. All equipment, crockery, cooking apparatus, and service items remain our property at all times. Any equipment not returned within the agreed timescales will be charged for at the current cost of replacement with a like for like item.

## **8. Photography, Use of Images & Marketing**

8.1. We may take photographs of our food, displays, and general event setup for use in our marketing materials, website, and social media. We cannot guarantee these images will not include guests.

8.2. If you do not wish for any photographs to be taken or used, you must notify us in writing prior to your event. By default, and in the absence of any objection, you grant us permission to take and use non-identifying images of the event and our services for promotional purposes.

8.3. Please see the tick box at the end of this document regarding permissions.

## **9. Limitation of Liability**

9.1. Except for death or personal injury caused by our negligence or fraud, our total liability under this agreement shall not exceed the total fee paid by you. We shall not be liable for any indirect, special, consequential, or financial losses, including loss of profit or reputation, whether caused by breach of contract, negligence, or otherwise.

9.2. You agree to indemnify and hold us harmless against any loss, damage, cost or claim arising from:

9.2.1. Any damage to our or third party equipment caused by you, your guests, or any third party under your control;

9.2.2. Any false or malicious statements made about our business;

9.2.3. Any breach of these terms and conditions.

9.3. Nothing in these Terms limits or excludes any rights you may have as a consumer under the Consumer Rights Act 2015.

9.4. Food provided is intended for consumption at the time of service. Any food retained or consumed after the service time is at your own risk. We accept no liability for any illness, injury, or adverse effects arising from the storage, reheating, or handling of food post service time.

9.5. Where catering services are provided on your premises, we shall take reasonable care in the performance of the services. Our liability for any damage directly caused by our negligence shall be limited to the lesser of the cost of repair or the total fees paid for the services. We shall not be liable for pre-existing defects, latent issues, indirect loss, or damage arising from the condition or suitability of the premises.

## 10. Force Majeure

10.1. We cannot accept liability or pay compensation where the “performance or prompt performance of our contractual obligations is prevented or affected by circumstances amounting to “Force Majeure”. Such as events that may include but are not limited to war or threat of war, riots, civil strife, terrorist activity, pandemic, industrial action, natural or nuclear activity, road traffic accidents, weather conditions which make safe or practical service impossible, fire and similar events outside our control including government restrictions or venue closures. In such circumstances, we will make reasonable efforts to minimise disruption but reserve the right to cancel or reschedule services where necessary without liability for any resulting loss or inconvenience.

## 11. Complaints

11.1. We value your satisfaction and welcome any feedback you have regarding our services. If you have any complaints or concerns, please contact us as soon as possible – in any event within 7 days from the date of your event. We are committed to addressing your issues promptly and finding a satisfactory resolution. Your feedback is invaluable in helping us improve our services.

11.2. We kindly ask that you contact us first so we have a reasonable opportunity to resolve any concerns before public feedback is shared.

## 12. Health & Safety

12.1. Our staff will make every effort to consider customers’ safety and their own while setting up, serving and clearing down. Some of the equipment is bulky and heavy. Clients are expected to consider and assist with ensuring the safety of all visitors to the site during the event, especially with regard to ensuring shortest distance from unload point to set up. This includes avoiding slopes, steps and slippery surfaces and ensuring clear route free from obstacles and people wherever practicably possible.

12.2. Wherever possible the exit route should also be kept clear of obstacles and people.

12.3. In accordance with Food Safety Guidelines food will only be left out of a temperature-controlled environment for a maximum of 4 hours cold and 2 hours hot. We cannot be held responsible after this time. Any food left over from the event is consumed at the client’s discretion and becomes their responsibility.

12.4. We take no responsibility for intoxicated guests and reserve the right to refuse service or withdraw staff for safety.

## 13. Harassment and Sexual Harassment

13.1. We are committed to providing a safe, respectful, and professional working environment for our staff and contractors. Any form of harassment, including sexual harassment, verbal abuse, intimidation, discrimination, unwanted physical contact, offensive language, gestures, or behaviour of a sexual, aggressive, or threatening nature toward our staff will not be tolerated.

13.2. This applies to conduct by the customer, their guests, invitees, attendees, employees, agents, or any third parties present at the event or premises.

13.3. If such conduct occurs, we reserve the right to immediately suspend or terminate services without refund, require the removal of the offending individual(s), to withdraw our staff from the situation and take any other action we deem reasonably necessary to protect our staff.

13.4. The customer is responsible for ensuring that all persons associated with their booking comply with this clause and agrees to indemnify us against any loss, damage, or claim arising from a breach of this provision.

## 14. Rubbish

14.1. We will clear as much rubbish generated from our service as is possible and remove from site.

## 15. Gratuities

15.1. Are at your discretion.

## 16. Insurance

16.1. We maintain appropriate levels of public liability insurance and employer’s liability insurance to cover our services at your event.

Evidence of insurance cover can be provided upon request.

16.2. It is your responsibility to ensure that you have adequate insurance in place for your own property, the venue, and any third-party suppliers you engage directly. We accept no liability for loss, damage, or interruption caused by circumstances outside our control or for which you or your suppliers are responsible.

16.3. Where we are required to work at a third-party venue, you must ensure that we are permitted to do so and that the venue has sufficient insurance to cover catering activities.

16.4. We do not hold an alcohol licence. You or your venue will need to ensure that all licencing requirements are met.

## 17. Confidentiality

17.1. Each Party agrees that, unless authorised in writing by the other Party, it will, during and after the Contract:

17.1.1. Keep all Confidential Information strictly confidential.

17.1.2. Not disclose Confidential Information to any third party.

17.1.3. Use Confidential Information solely for purposes outlined in the Contract.

17.1.4. Not copy, record, or part with possession of confidential information.

17.1.5. Ensure its personnel and agents comply with these obligations.

## 18. Data Protection

18.1. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to our Privacy Notice available from our website.

## 19. No Waiver

19.1. No failure or delay by either party in exercising any of its rights under the contract shall be deemed to be a waiver of that right, and no waiver by either party of a breach of any provision of the contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.

## 20. Set-Off

20.1. Neither party shall be entitled to set-off any sums in any manner from payments due or sums received in respect of any claim under the contract or any other agreement at any time.

## 21. Third Party Rights

21.1. No part of the contract is intended to confer rights on any third parties and accordingly, the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.



## 22. Notices

22.1. All notices under the contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the party giving the notice.

22.2. Notices shall be deemed to have been duly given:

22.2.1. when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

22.2.2. when sent, if transmitted by e-mail and a successful return receipt is generated; or

22.2.3. on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

In each case, notices shall be addressed to the most recent address or e-mail address notified to the other Party.

## 23. Severance

23.1. In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that/those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

## 24. Dispute Resolution

24.1. In the event of a dispute, we are willing to consider Mediation and then Arbitration. The cost of the proceedings, disbursements, facilities and fees are to be split between the parties. However, subject to the applicable Arbitration legislation, the Arbitrator may determine who shall be responsible for the costs of the Arbitration and shall set out that determination in any Award.

24.2. The Parties hereby agree that the decision and outcome of Arbitration under this Clause shall be final and binding on both Parties.

## 25. Law and Jurisdiction

25.1. The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

25.2. Subject to the provisions of Clause 25, any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

Please tick here if you **do not** give permission for photographs taken at your event to be used in advertising and social media.

We reserve the right to amend our Terms and Conditions, when necessary, due to the continual evolving nature of our business. It is your responsibility to ensure that you are up to date with current T&C's which are available on request or printable via our website [www.paellafella.co.uk](http://www.paellafella.co.uk). Once a booking is confirmed, the Terms in effect at the time of confirmation will apply to that event, unless otherwise agreed in writing.

I/We confirm that we have read, understand and agree to the above Terms and Conditions

Customer name .....Signed .....Date .....

Signed on behalf of Paella Fella

Nicholas S Blythe  
Managing Director, Paella Fella Ltd