

Terms and Conditions

1. Definitions

In these terms of trade the following words shall have the following meanings: “the Company” means Leith’s Limited”; “the Customer” means the person, firm or company which engages the Company to provide the Services at Queen Elizabeth II Conference Centre here in referred to as the “QEIIICC”; “the Services” means the provision of catering services, function services and supply of consumables; “Consumables” means the food, drink, wines, spirits and tobacco supplied by the Company at the Event; “the Event” means the banquet, function, conference or specified occasion, the date of which has been agreed by the parties at which the Company is engaged to provide the Services.

2. Consumables

- a) The Company has the sole right to the provision of the Services in its designated areas at the Event and no Consumables may be brought into these areas. Where with the Company’s consent Customers consume their own beverages a corkage charge shall be applied.
- b) All listed drinks are sold on a sale or return basis and the Company reserves the right to charge for all opened bottles, even if unconsumed.
- c) When Consumables are charged on a consumption basis, the Customer shall check the opening and closing of stocks of Consumables in the presence of the Company’s representative(s). In the event of a Customer refusing or delaying to do so, the figures recorded by the Company shall be conclusive.
- d) It is the Customer’s responsibility to notify the Company of its authorised representative(s) for the Event and to ensure that all orders of Consumables are signed for by the authorised representative of the Customer. Where the Customer fails to notify the Company of its authorised representative(s) or orders are placed by persons other than a Customer’s authorised representative, the figures recorded by the Company shall be conclusive and the Customer shall be bound to pay the charges for the Services. The Company will not accept any adjustments to the price unless this procedure is followed.
- e) All Consumables offered are subject to availability. Where Consumables are not available, all reasonable endeavours will be made to offer a substitute.

3. Numbers Attending

- a) At the time of booking with the QEIIICC the Customer shall provide details of the expected number of persons attending the Event overleaf. The Catering Contract and Deposit Invoice will be based on these numbers.
- b) Final catering numbers are required 3 working days (excludes Saturday and Sunday) before the Event. Charges for the Services will be based on that number or the number actually attending, if greater. If the Company provides the Services for any number less than the Guaranteed Minimum Number previously advised on the front page of these terms and conditions the Company’s charge to the Customer based on the number previously advised, will nevertheless apply in full.

4. Room Hire

Any rooms or areas made available to the Customer are by agreement with QEIIICC to whose Terms and Conditions of Hire to the Customer is subject. Charges quoted by the Company to the Customer are exclusive of the cost of any room hire charges and/or any entrance ticket charges payable to QEIIICC pursuant to their Terms and Conditions of Hire.

5. Charges

- a) All charges for the Services will be the charges quoted by the Company at the time of booking or where no charge is quoted, the charge listed in the Company’s published price list at the date of acceptance of the Customer’s booking.
- b) All charges are subject to Value Added Tax at the current rate.
- c) All payments are required in pounds Sterling.
- d) Once a signed Catering Contract is received, a Deposit for 85% of the expected catering spend will be issued. The catering booking will not be considered confirmed until the designated deposit has been paid in full. The Company reserves the right to cancel the provision of Services to any Event for which the deposit has not been paid by the due date.
- e) The Company reserves the right to make additional charges for Events commencing before or after the operating hours of 7am – 12 midnight.
- f) Customers shall pay the balance of any charges outstanding within 14 days of the invoice date. The Company reserves the right to charge interest on overdue accounts at a rate of 2% per month.
- g) All queries relating to amounts invoiced must be notified in writing to the Company within 7 days of the date of the Event invoice.

Please note that all of the prices listed above are subject to VAT at the current rate and are from April 2009 to March 2010
You will be advised of any variations in availability or price should circumstances dictate.

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- h) If the Customer fails to make payment of any charges on the due date then, without prejudice to any other rights or remedy available to the Company, the Company shall without liability to the Customer, be entitled to cancel the provision of the Services and any orders for future Services from the Customer and charge the Customer the cost of recovery of payments outstanding.

6. Cancellation by the Company

- a) The Company may cancel the provision of the Services to an Event and forthwith terminate this Agreement and the rights granted to the Customer if:-
- (i) The QEIIIC or part of the QEIIIC has to be closed for reasons beyond the Company's control; or
 - (ii) The Customer is already in arrears with any payment due to the Company and/or QEIIIC; or
 - (iii) The Customer is in breach of any of these terms and conditions and/or QEIIIC Terms and Conditions of Hire and fails to rectify such breach within 7 days of written request so to do by the Company and/or QEIIIC; or
 - (iv) A petition is presented or a resolution is passed for the winding up of the Customer (except for the purpose of a reconstruction, amalgamation or members voluntary liquidation); or the Customer stops or threatens to stop payment of its debts or ceases or threatens to cease to carry on its business; or
 - (v) An encumbrancer takes possession or a Receiver is appointed over the whole or part of the assets or undertaking of the Customer; or
 - (vi) The Customer is unable to pay its debts within Section 123 of the Insolvency Act 1986 or any statutory modification or re-enactment thereof; or
 - (vii) An application is made to the Court under Section 9 of the Insolvency Act 1986 for an Administration Order in relation to the Customer or if the Customer passes a resolution for the making of any such application to the Court; or
 - (viii) A proposal is made under Section 1 of the Insolvency Act 1986 for a voluntary arrangement in relation to the debts or affairs of the Customer; or
 - (ix) The Customer shall convene a meeting of or propose to enter into any arrangement with its creditors generally; or
 - (x) The Customer (being an individual) is adjudicated bankrupt or dies;

7. Cancellation by the Customer

- a) A confirmed booking shall only be deemed to be cancelled when the Company receives written notification of the cancellation.
- b) Where a customer cancels the provision of the Services the Customer shall pay to the Company the following charges:-
- (i) Over 18 weeks notice of cancellation – No cancellation charge
 - (ii) Between 18 and 12 weeks notice of cancellation – 10% of full charge
 - (iii) Between 12 and 8 weeks notice of cancellation – 25% of full charge.
 - (iv) Between 8 and 4 weeks notice of cancellation – 50% full charge.
 - (v) Less than 4 weeks notice of cancellation – 100% of full charge

8. Liability

- a) The Company shall not be liable to the Customer by reason of any delay in performing or any failure to perform any of the Company's obligations in relation to the Services if such delay or failure is due to any cause beyond the Company's reasonable control.
- b) The Company shall have no liability to the Customer for any consequential loss to the Customer arising out of or in connection with the provision of the Services pursuant to the Contract (except in respect of death or personal injury resulting from negligence) and the total liability of the Company for any other loss of the Customer shall not exceed the price payable by the Customer for the Services.
- c) All goods of any kind placed in the care of the Company, or that of QEIIIC, are entirely at the owner's risk.

9. General

- a) No variation to these terms and conditions shall be effective unless agreed in writing and signed on behalf of the Company and the Customer.
- b) These terms and conditions shall prevail over any conditions offered by the Customer.
- c) If the expression the Customer includes more than one person those persons shall be jointly and severally liable under these terms and conditions.
- d) These terms and conditions shall be governed and construed in accordance with English Law and each party agrees to submit to the non-exclusive jurisdiction of the English Courts as regards any claim or matter arising.

All details are correct at time of printing on Tuesday, 13 January 2009.
However you may be advised of slight variations in specification and charge should circumstances dictate.

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You will be advised of any variations in availability or price should circumstances dictate.