

Book My Catering Terms of Service:

All customers of BookMyCatering's services are subjected to the terms and conditions contained in the below agreement. The below agreement is a legal contract between BookMyCatering and the service user (customer).

Terms of Quotation:

The price for services shall be the price stated on the quotation or invoice. The quotation is valid only for one week only from the date of transmittal of the quotation to client. Kindly contact our office for an extension of date. BookMyCatering reserves the right to reject any such offer. We reserves the right to reject your proposal and not sending the quotation for your requirement, it depends on availability of event date, number of guest and event location. The company reserves the right to revise catering quotes on changes to event. Any type of changes, additions or modifications in menu or number of guest, etc. must do at least 7 days prior to event date.

Booking Confirmation:

The client's confirmation means the client has accepted these terms and conditions and the quotation. Once the clients deposit has been received a receipt will be issued by BookMyCatering together with a formal confirmation invoice which will include your draft menu, event summary and estimated costs based on the number of guests and selections made by the client at this time.

Payments Terms:

A payment of 30% deposit is required at the time of booking. The next 50% of due must be paid 15 day prior to the day of the event. Remaining balance a payment of 20% must be paid 7 day prior to the day of the event. That means 100% of the total payment should be done 7 days prior to the day of the event.

- 1) Cost: due to the fluctuating cost of food items, menu prices are subject to change when a drastic change in the menu ingredient cost occurs, client has two options.
 - a) Client will pay the additional cost based on the current adjusted price, or
 - b) Substitute other menu items to maintain the agreed upon per person/platter menu.
- 2) Payment method: all prices quoted are based on cash payments only. Personal cashable cheques are accepted. However cheque payments are subject to accept, but due to bank clerical clearance all cheques are accepted 7 working days prior to the day of the event.

Menu to Be Served:

Caterer reserve right to make small changes to the menu only if ingredients are unable to be source due to reasons beyond the control of parties.

Guest Count:

Our catering depends on the fact that any event we undertake is separately planned, purchased and cooked. This does mean, however, that we have to have very strict terms regarding numbers.

- A) All prices are quoted for a specific number of guests. When numbers drop, our overheads do not reduce proportionally and therefore our menu prices increase.
- B) We require confirmation of numbers to be catered if increase the guest list before three days of an event.
- C) If the number of guests attending exceeds the numbers booked (and we are able to cater for them) we will charge for the greater number.
- D) If the number of guests attending is less than the number booked we will still charge the total number ordered you placed.

Additional Services:

Client agrees to pay all additional services requested by the client not included in contract. Any additional service requested shall be made by the client in writing.

Force Majeure:

Caterers shall not be any liable for losses resulting from nonfulfillment of any terms of provisions of event contract, if caterer shall be prevented or delayed from performing in whole or in part because of riots, strikes, and flood or by any other act occurrence not within the reasonable control of caterer, which it could not prevented.

Change of Event Date or Venue:

Caterer will apply the entire balance of client's deposits and prepayments, towards another event, subject to caterer's availability. All costs are subject to change.

Storage:

Prior approval from caterer is required for any storage service before or after the event/function.

Prices:

Prices stated are subject to change according to the market price of products and with final guaranteed number of guests. Caterer will inform client of market price changes no later than 30 days prior to the event. Client will have the option of revising products and service to reduce costs prior to payment as described in payment term. Upon payment the final price is fixed and may only change due to a change in number of guests or mutually agreed upon changes in the services and/or menu provided

Cancellation:

If the client needs to cancel the event with any reason like client / venue / acts of god, client must provide written notice to caterer. Client understands that upon entering into the contract, caterer is committing time and resources to this event and thus cancellation would result in lost income and lost business opportunities in an amount hard to precisely calculate. Therefore, the following cancellation limitations will apply. If client requests cancellation of the contract will be charge it completely depend on the caterer's accordance to days remaining to the event. If client cancellation event before 3 days in advance of the event date, caterer shall be entitled to 100% of the estimated total cost. The client's deposit will be credited against the cancellation fees owed. Any balance will be payable upon the notice of cancellation.

Food Policy:

- A) Quantity: caterer will prepare between 5% overage based on the final number of guest count registered by client. Part of this overage is to include food for the staff and/or service providers. Client will not be charged for this.
- B) Leftovers: it is not our policy to leave leftover food as it is never the same the following day. If, however, you wish to keep the food you must ask the event manager –in-charge on the site. They will then transfer any left overs to your own dishes once the service staff have been fed. BookMyCatering reserves the right to discard any

leftover food. If you (client) or any of your guests request to take any of the remaining uneaten food items it means we are not responsible for any harm

- C) We accept no liability for any food supplied to the client by another caterer (or food products suppliers by the client themselves) in additional to those arranged by BookMyCatering caterers.
- D) Dietary requirements and allergies: BookMyCatering will try hard to provide suitable adaptions to the clients menu for any guests with special dietary requirements or allergies. We cannot however take responsibility for any guests unless advised in advance.
- E) Alcoholic beverages: BookMyCatering caterers will never supply any form of alcoholic beverages for any kind of event.

Client's Responsibility:

The caterer is not responsible for any items provided by client to the event. (i.e. table, chair, food counters, flowers, cake, gifts, glassware, etc.) The caterer is only responsible for those items listed on invoice as provided by caterer and no other items. It is understood that the client will conduct the event in an orderly manner, and in full compliance with all applicable laws, ordinances and regulations, and facility contract.

Damage:

Caterer assumes no responsibility for any damage or loss of merchandise, alcohol, equipment, furniture, clothing or other valuables prior to, during or after the event. Caterer will do everything possible to ensure that all of client's supplies, rentals and equipment are cared for and maintained in good working order and without damage. When providing the location for the event/function, the client, understands that accidents/breakage and/or damage may sometimes occur. Caterer will not be liable for any damage or loss, unless specifically caused by the wilful negligent actions or conduct of caterer or its employees.

Unlawful Activities:

Signature of client

The client will comply with all the laws of the Odisha state, all municipal ordinances and all lawful orders of police and fire departments, and will not do anything on the event/function premises in violation of any laws, ordinances, rules or orders. If unlawful activities should occur on the premises, and the event is cancelled, there will be no refund of any kind from caterer to client.

Thank you for considering BookMyCatering. It is always our pleasure to serve you! – Please feel free to contact us with your questions & comments.

Authorised signatory of the company