

# 9KITCHENS CATERING LTD

## Terms and Conditions of Service

Version 2.0 — January 2023

9Kitchens Catering Ltd is a sustainable social enterprise based in London. We provide seasonal, wholesome meals for corporate and private events across Greater London. By engaging our services, the Client agrees to the following Terms and Conditions in their entirety.

### 1. QUOTES & PRICING

- 1.1** All quotes provided by 9Kitchens are indicative and subject to change based on variable costs, including seasonal ingredient availability, final guest numbers, event timings, and menu choices.
- 1.2** Unless stated otherwise, all prices are exclusive of VAT. VAT at the prevailing rate (currently 20%) will be added to the final invoice.
- 1.3** We cater for events of 20 to 250 guests. A minimum order of £350 applies on weekdays and £600 on weekends.
- 1.4** Final costs may vary from the quote if guest numbers change, menu selections are amended, or additional services are requested.
- 1.5** Quotes are valid for 14 calendar days from the date of issue unless otherwise stated in writing.

### 2. BOOKING CONFIRMATION

- 2.1** Bookings are confirmed only upon receipt of written confirmation (by email or signed acceptance page) AND payment of the required deposit as set out in Clause 4.
- 2.2** Email confirmation constitutes full acceptance of these Terms and Conditions.
- 2.3** 9Kitchens reserves the right to decline a booking at its sole discretion prior to confirmation.

### 3. FINAL NUMBERS & DIETARY REQUIREMENTS

- 3.1** Final confirmed guest numbers must be provided in writing no later than 7 working days before the event, unless an alternative deadline has been agreed with 9Kitchens in writing.
- 3.2** A tolerance of up to 10% reduction in guest numbers will be accepted up to 48 hours before the event. Where the reduction exceeds 10%, 9Kitchens reserves the right not to reduce the total food cost.
- 3.3** Any increase in guest numbers after the 7-working-day deadline is subject to availability and may incur additional charges at a higher per-head rate.
- 3.4** All dietary requirements and food preferences must be communicated to 9Kitchens in writing no later than 7 working days before the event. 9Kitchens will make every reasonable effort to accommodate requirements received after this deadline but cannot guarantee to do so.

### 4. DEPOSIT & PAYMENT SCHEDULE

- 4.1** A deposit of 50% of the quoted amount is required to confirm a booking. The deposit must be received no later than 7 working days before the event.
- 4.2** The deposit is refundable as follows:
  - 100% refundable if cancellation is notified more than 7 calendar days before the event.
  - 50% refundable if cancellation is notified between 7 and 2 calendar days before the event.
  - Non-refundable if cancellation is notified less than 2 calendar days before the event (full invoice becomes due).

**4.3** The final invoice will be issued on the day of the event and is payable upon receipt of the payment link. The balance (50% of the final invoice) is due within 5 days of the event.

**4.4** Accepted payment methods include bank transfer (BACS) and credit/debit card via our payment link. Cheques are not accepted.

**4.5** If payment is not received by the due date, a reminder fee of £50 will be applied, followed by an administrative fee of 10% per month on the outstanding balance until settled.

**4.6** 9Kitchens reserves the right to withhold services or decline future bookings in respect of Clients with outstanding balances.

## 5. CANCELLATION & RESCHEDULING

**5.1** Cancellations must be notified to 9Kitchens in writing (email to [hello@9kitchens.co.uk](mailto:hello@9kitchens.co.uk)). The following charges apply as a percentage of the most recent confirmed quote:

- More than 7 calendar days before the event: no charge.
- 7 to 2 calendar days before the event: 50% of the quoted amount.
- Less than 2 calendar days before the event: 100% of the quoted amount.

**5.2** Any costs already incurred by 9Kitchens in respect of sub-contractors, suppliers, purchased ingredients, or other direct costs will be charged to the Client in addition to the above, regardless of the cancellation notice period.

**5.3** Rescheduling of a confirmed event is subject to the same cancellation charges unless the rescheduled date is agreed with 9Kitchens in writing at the time of the request. 9Kitchens will make reasonable efforts to accommodate rescheduling requests at no charge if notified more than 14 calendar days before the original event date.

## 6. ALLERGEN & DIETARY INFORMATION

**6.1** All known allergies and intolerances for attending guests must be communicated to 9Kitchens in writing no later than 7 working days before the event.

**6.2** 9Kitchens operates a kitchen that handles nuts and the 14 major allergens listed under UK food safety regulations. We cannot guarantee that any dish has not come into contact with allergens due to the risk of cross-contamination.

**6.3** Guests with severe or life-threatening allergies are strongly advised to contact 9Kitchens directly prior to the event. 9Kitchens will use reasonable efforts to provide suitable alternatives but cannot guarantee a completely allergen-free environment.

**6.4** Detailed allergen information for all dishes can be requested before the event. Staff on the day will be briefed to assist guests with allergen queries.

**6.5** Where allergen information is not provided by the Client by the required deadline, 9Kitchens shall bear no liability for any allergic reaction or dietary incident arising at the event. The Client accepts responsibility for communicating relevant dietary information to their guests and to 9Kitchens in good time.

**6.6** 9Kitchens specialises in sustainable, mainly plant-based menus. We will always clearly label dishes containing animal products, gluten, dairy, and other common allergens.

## 7. CLIENT RESPONSIBILITIES & INSTRUCTIONS

**7.1** The Client is responsible for ensuring the accuracy of all order details, including event timings, venue address, access arrangements, and any special requirements. This information must be provided to 9Kitchens in sufficient time to allow proper fulfilment of the booking.

**7.2** The Client is responsible for ensuring that the venue is accessible, fit for purpose, and compliant with all applicable health and safety regulations for catering operations. Where the venue presents conditions that compromise the safety of 9Kitchens staff, 9Kitchens reserves the right to withdraw services without liability.

**7.3** The Client is responsible for obtaining any venue, local authority, or licensing permissions required for the event, including permissions relating to alcohol service.

**7.4** 9Kitchens is not responsible for delays or service failures caused by inaccurate information, denied access to the venue, or failure by the Client to provide necessary facilities (e.g., adequate kitchen space, power supply, hot water).

## 8. STAFFING

**8.1** Waiting and service staff are charged at £20 per hour per staff member, with a minimum engagement of 4 hours per person.

**8.2** For events finishing after 11:00 pm, 9Kitchens reserves the right to charge taxi or transport costs for staff, at actual cost, added to the Client's invoice.

**8.3** If the event overruns, staff overtime will be charged at £20 per staff member per additional hour or part thereof (see also Clause 14: Late Finishes).

**8.4** All 9Kitchens staff are trained to the required food hygiene standards. Many of our team members are trainees or community participants as part of our social enterprise mission; they are supervised by experienced chefs and team leaders at all times.

## 9. DELIVERY & FOOD TEMPERATURE

**9.1** Delivery charges are calculated based on the size of the order and the location of the event within Greater London. Delivery costs will be clearly stated in the quote.

**9.2** Unless otherwise agreed in writing, food will be delivered chilled in line with UK food safety regulations. It is the Client's responsibility to ensure appropriate facilities are available for reheating or holding food at temperature on site.

**9.3** 9Kitchens will agree a delivery window with the Client in advance. Where access or unforeseen delays affect delivery, 9Kitchens will notify the Client as soon as possible. 9Kitchens shall not be liable for delays caused by circumstances beyond its reasonable control (see Clause 17: Force Majeure).

## 10. EQUIPMENT & PROPERTY

**10.1** The Client is responsible for any loss or damage to hired equipment owned by 9Kitchens from the point of delivery until collection or confirmed return, except where such loss or damage is caused by the negligence or wilful misconduct of 9Kitchens staff.

**10.2** Losses or breakages will be charged to the Client at full replacement cost.

**10.3** If the event overruns, it is the Client's responsibility to ensure hired items are returned to their correct designated location, unless alternative arrangements have been agreed with 9Kitchens in writing.

**10.4** 9Kitchens accepts no liability for loss, theft, or damage to the Client's property or to guests' personal belongings during the event.

## 11. ALCOHOL & CORKAGE

**11.1** 9Kitchens does not charge a corkage fee for alcohol brought to the event by the Client.

**11.2** Where the Client requests that 9Kitchens staff remove, handle, or dispose of empty bottles provided by the Client, a fee of £1 per head will apply.

**11.3** The Client is responsible for ensuring compliance with all applicable alcohol licensing requirements at the venue. 9Kitchens accepts no liability for unlicensed alcohol service or consumption at an event.

**11.4** 9Kitchens staff will not serve alcohol to guests who appear to be under the legal drinking age or who appear to be intoxicated, regardless of Client instructions.

## 12. WASTE & RECYCLING

**12.1** In keeping with our sustainability values, 9Kitchens encourages the separation of food waste, recyclables, and general waste at all events.

**12.2** Where the Client requires 9Kitchens to remove all post-event waste and empty bottles from the venue, a charge of £1 per head will apply, or as quoted by our recycling partner, Quantum Waste.

**12.3** For larger events, complete waste clearance may be carried out on the following day, subject to prior agreement.

**12.4** 9Kitchens will use sustainably sourced, compostable, or recyclable packaging and serving materials wherever operationally possible.

## 13. PARKING & TRANSPORT CHARGES

**13.1** Any parking charges, congestion charges, ULEZ charges, or other vehicle-related fees incurred by 9Kitchens staff or vehicles during site visits or on the event day will be charged to the Client at actual cost and added to the final invoice.

**13.2** Where possible, 9Kitchens will notify the Client in advance of anticipated transport costs.

## 14. LATE FINISHES

**14.1** Where an event finishes later than the agreed end time stated in the booking confirmation, an overtime charge of £20 per staff member per additional hour (or part thereof) will apply.

**14.2** For events finishing after 11:00 pm, 9Kitchens reserves the right to arrange and charge for taxi transport for its staff at actual cost.

## 15. CLAIMS & LIABILITY

**15.1** Any claim arising from the services provided by 9Kitchens must be submitted in writing to [hello@9kitchens.co.uk](mailto:hello@9kitchens.co.uk) within 5 calendar days of the event, with full details of the grounds for the claim and any supporting evidence.

**15.2** The total liability of 9Kitchens to the Client in respect of any claim (whether in contract, tort, or otherwise) shall not exceed the price agreed and paid under the relevant quotation.

**15.3** 9Kitchens shall not be liable for any indirect, consequential, or economic losses, including but not limited to loss of profit, loss of reputation, or loss of business opportunity.

**15.4** Nothing in these Terms and Conditions excludes or limits the liability of 9Kitchens for death or personal injury caused by its negligence, fraud, or any other liability that cannot be excluded by law.

## 16. FORCE MAJEURE

**16.1** 9Kitchens shall not be liable for any failure or delay in performance of its obligations where such failure or delay arises from circumstances beyond its reasonable control, including but not limited to: acts of God, extreme weather events, pandemic or public health restrictions, civil unrest, industrial action, supply chain disruption, or government-imposed restrictions.

**16.2** In the event of a force majeure occurrence, 9Kitchens will notify the Client as soon as practicable. Where a force majeure event prevents the event from taking place, the parties will negotiate in good faith regarding any refund of the deposit, taking into account costs already incurred by 9Kitchens.

**16.3** Any additional costs incurred by 9Kitchens due to unforeseen supply restrictions, ingredient shortages, or increased supplier requirements may be passed on to the Client, with prior notification where possible.

## 17. DATA PROTECTION & GDPR

**17.1** 9Kitchens Catering Ltd processes personal data in accordance with the UK General Data Protection Regulation (UK GDPR) and the Data Protection Act 2018.

**17.2** Personal data provided by the Client (including names, contact details, and dietary/allergen information) will be used solely for the purpose of fulfilling the catering contract and will not be shared with third parties except where required by law or to fulfil the services (e.g., specialist allergen suppliers).

**17.3** Dietary and allergen information relating to guests will be treated as special category data and processed with appropriate care and security.

**17.4** Client data will be retained for a period of 6 years following the event in line with UK tax and contractual record-keeping requirements, after which it will be securely deleted.

**17.5** Clients have the right to access, rectify, or request deletion of their personal data. Requests should be made in writing to [hello@9kitchens.co.uk](mailto:hello@9kitchens.co.uk). Full details are set out in our Privacy Policy at [www.9kitchens.co.uk/privacy-policy](http://www.9kitchens.co.uk/privacy-policy).

## 18. HEALTH & SAFETY

**18.1** 9Kitchens holds valid food hygiene certificates, public liability insurance, and employers' liability insurance. Certificates are available on request.

**18.2** The Client is responsible for ensuring the venue and event site are safe for 9Kitchens staff to operate in, including providing adequate lighting, clean water, waste disposal facilities, and a suitable food preparation area where applicable.

**18.3** 9Kitchens reserves the right to withdraw its staff from any environment that presents an unreasonable risk to their health, safety, or welfare, without liability to the Client.

**18.4** 9Kitchens staff will follow all venue health and safety rules and reasonable instructions from the Client's venue representative.

## 19. INTELLECTUAL PROPERTY & PHOTOGRAPHY

**19.1** All menus, recipes, and creative food concepts developed by 9Kitchens remain the intellectual property of 9Kitchens Catering Ltd and may not be reproduced, shared, or commercialised without prior written consent.

**19.2** 9Kitchens may photograph or film food presentations and event setups for use in its own marketing materials (including website and social media), unless the Client expressly requests otherwise in writing at the time of booking.

**19.3** 9Kitchens will not photograph or film identifiable guests without prior consent from the Client and/or the individuals concerned.

## 20. GOVERNING LAW & DISPUTE RESOLUTION

**20.1** These Terms and Conditions shall be governed by and construed in accordance with the laws of England and Wales.

**20.2** In the event of a dispute, the parties agree to first seek resolution through good-faith negotiation. Where a dispute cannot be resolved informally, it shall be referred to mediation before either party commences legal proceedings.

**20.3** The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising from or in connection with these Terms and Conditions.

## 21. GENERAL

**21.1** These Terms and Conditions, together with the accepted quote and any written amendments, constitute the entire agreement between 9Kitchens and the Client in respect of the services, and supersede all prior representations, negotiations, and understandings.

**21.2** If any provision of these Terms and Conditions is found to be invalid, illegal, or unenforceable, the remaining provisions shall continue in full force and effect.

**21.3** 9Kitchens reserves the right to amend these Terms and Conditions from time to time. The version in force at the time of booking confirmation shall apply to that booking.

**21.4** Failure by 9Kitchens to enforce any provision of these Terms and Conditions shall not constitute a waiver of its right to do so in the future.