

WELCOME TO OUR
bubble

TERMS AND
CONDITIONS



TERMS & CONDITIONS

A BUBBLE COMPANY LTD (T/A BUBBLE FOOD) - STANDARD TERMS & CONDITIONS

1. DEFINITIONS. In these Terms & Conditions, the “company” or “Bubble” means A Bubble Company Limited (CRN 03716261).

The “client” or “you” means the person, firm or company making the booking. The “booking” means the event specified in the Quote in regard to which Bubble is providing certain goods and/or services to the client.

The “Quote” means Bubble’s aggregate price for each element of the booking as set out in the original quote provided to the client based on the estimated number of persons who will be attending the booking or any subsequent revised quote following changes to the original booking. “Terms and Conditions” means the standard terms & conditions set out in this document and includes any special terms and conditions agreed in writing between the client & Bubble.

2. QUOTATIONS. Quotes/quotations are only valid for a maximum of thirty days from the date the Quote is given to the client, unless withdrawn earlier by written notice by Bubble prior to the client’s acceptance in writing. Any samples, drawings, descriptive matter or advertising provided to the client by Bubble, and any descriptions or illustrations contained in catalogues or brochures, are provided or published for the sole purpose of giving an approximate illustration of the goods or services described in them. The client acknowledges there may be variations and consequently any tasters or samples provided shall not form part of the Contract or have any contractual force. The client acknowledges Bubble reserves the right to substitute any food or beverage stipulated in a Quote with a similar quality product in the event the original product is out of season or not available.

3. CONFIRMATIONS. No booking shall be deemed to be accepted by Bubble unless & until confirmed by the client. The client’s confirmation will be acceptance of both the Quote and these Terms & Conditions (together the “Contract”). At that point the Contract is formed between you and Bubble.

4. THIRD PARTY ARRANGEMENTS. When a function is arranged on behalf of the client by a third party, written acceptance from the client of the Quote (including agreement to pay the deposit & final invoice) must be provided to Bubble before confirmation will be accepted. Once confirmation from the client is received Bubble is entitled to take instructions and agree amendments to the quote with the third party and the client agrees to be responsible for all instructions received from their chosen third party.

5. NUMBERS AND DIETARY REQUIREMENTS. All prices quoted are for a specific number of guests, and any change in numbers or dietary requirements will affect the overall price of the Quote (which may be amended at any time by Bubble to incorporate such changes) and must be paid for by the client. Confirmation of final numbers and dietary requirements must be given at least 14 days prior to the event, or by such earlier date as Bubble may specify in the Quote. If the number of persons who attend is more than the number notified, or changed, as appropriate, the client will be charged for each such additional guest at the full price per head of the quotation. Any changes in dietary requirement will be charged at 15% above the price per head of food included in the Quote. There will be no reduction in the price if numbers are less than provided for in the Quote.

6. DEPOSITS AND PAYMENTS DUE. Subject to successful credit checks, a minimum non-refundable deposit/payment of 25% of the price set out in the Quote must be paid as cleared funds by the client on confirmation of the booking. A further 25% of the price of the Quote must be paid not later than 4 weeks before the date of the event and a further 25% of the price of the Quote must be paid not later than 7 days before the date of the event and the final balance within 7 days of the event or in each case by such earlier date as may be specified in the Quote. If the client is based and/or registered overseas, the deposit shall be 100% of the price set out in the Quote. If the client fails to pay the deposit/payment on or before the date requested, Bubble shall be entitled to cancel the booking and charge the client in accordance with clause 9.

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7. INVOICES. All invoices raised by Bubble are due for settlement within 14 days of the date of issue. Time for payment in cleared funds shall be of the essence of the Contract. If the client fails to make a payment due to Bubble under the Contract by the due date, then, Bubble can suspend or cancel the Contract, and without limiting Bubble's ability to do so, the client shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%. All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8. VAT. All amounts payable by the client under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where any taxable supply for VAT purposes is made under the Contract by Bubble to the client, the client shall, on receipt of a valid VAT invoice, pay Bubble such additional amounts in respect of VAT as are chargeable on the supply of the goods or services at the same time as payment of an invoice is due for payment.

9. CANCELLATION. The client acknowledges Bubble will incur significant costs in preparing for a client event. Therefore, the client agrees if a Contract is cancelled by the client for whatsoever reason (including force majeure), the client will be liable (as Bubble in its sole discretion deems appropriate) for the greater of the cancellation charges as follows:

Between 12 and 4 weeks' notice of cancellation 25% of the Quote

Between 4 and 2 weeks' notice of cancellation 50% of the Quote

Less than 2 weeks' notice of cancellation 100% of the Quote

Or actual sums incurred by Bubble of its costs and (including without limitation) loss of profit in cancelling the Contract.

10. INSTRUCTIONS. The Client shall be responsible to Bubble for ensuring the accuracy of the terms of any order submitted by the client, and for giving Bubble any necessary information relating to the booking within sufficient time to enable Bubble to perform the Quote in accordance with its terms.

11. FOOD & DRINK. Bubble may make an allowance for an agreed level of food and beverage consumption in the Quote (the "F&B Allowance"). The client agrees to pay for all food and beverage consumed above the F&B Allowance. Bubble cannot be held responsible for any food or drink provided directly by the client.

12. PROPERTY. Bubble shall not be held liable for any loss, theft or damage to any of the client's or the client's guests' property during the booking event.

13. LOSS OR DAMAGE. The client is wholly responsible for all equipment supplied by Bubble for the purposes of the booking from the time of delivery to the client or the Booking until it is collected. Risk of any damage or loss of the equipment shall pass to the client on delivery. Title in the equipment delivered shall not pass to the client. The Client will be responsible for any loss or damage however caused, to property owned or hired by Bubble.

14. CLIENT'S RESPONSIBILITY. The client will indemnify, defend and hold harmless Bubble and its partners, principals, offices, directors, agents and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable legal fees, arising out of or caused by the client's negligence or wilful misconduct in connection with the Booking.

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15. ZERO TOLERANCE POLICY. Bubble has a zero-tolerance policy towards abusive and aggressive behaviour, including but not limited to any form of discrimination, harassment mistreatment against minorities, or any other group. Such behaviour may result in the immediate termination of the event, at the discretion of Bubble. In such instances, Bubble will align with the existing cancellation policy outlined in clause 9 to determine any refund, if applicable, provided that if the event is cancelled less than 2 weeks prior, no refund will be made.

16. CLEANING. Bubble will be responsible for leaving the kitchen and cooking area in the same state that it was found but is not responsible for the cleaning of the main function areas. Nor will Bubble be responsible for any subsequent cleaning required due to the client's own actions.

17. COMPLAINTS. Any complaint must be made verbally to Bubble's nominated employee and must be followed by a written statement to Bubble as soon as practicable and no later than 7 days following the event.

18. FORCE MAJEURE. Bubble shall not be liable for any delay or non-performance of its obligations under these terms and conditions arising from any cause beyond its reasonable control including, without limitation, any of the following: act of God, Governmental act, epidemic or pandemic, terrorism, war, fire, flood, explosion, or civil commotion. If at any time before the date of the booking, the booking is prevented from taking place in its entirety because of any such cause, Bubble will transfer any monies paid to a future event, or shall return any monies paid, less expenses already committed.

19. ADDITIONAL CONDITIONS. The following additional conditions apply:

A. Disposal of Rubbish. Bubble will bag and take away all rubbish after an event. It is the responsibility of the client to dispose of any waste not directly created, or associated with Bubble, unless otherwise arranged with Bubble at an additional charge.

B. Finish Times and Staff Duty of Care. Should the finishing time exceed that stated and quoted for in the booking, additional charges may be incurred. This includes (without limitation) for the safety and welfare of Bubble staff, Bubble supply taxis for staff if an event finishes after 23.30 or set up is before 06.00. This cost is chargeable to the client.

C. Parking Fines and Charges. Bubble will make every effort to ensure that no additional parking or parking fine charges are incurred during the event. However, should these charges be incurred, Bubble reserves the right to charge the client in full.

THESE TERMS AND CONDITIONS APPLY TO THE CONTRACT TO THE EXCLUSION OF ANY OTHER TERMS THAT THE CLIENT SEEKS TO IMPOSE OR INCORPORATE, OR WHICH ARE IMPLIED BY LAW, TRADE CUSTOM, PRACTICE OR COURSE OF DEALING.

We accept the foregoing quotation and agree the General Terms and Conditions below

QUOTE NUMBER: A

SIGNED: _____

COMPANY: _____

DATE: _____

PURCHASE ORDER NUMBER: _____

To whom should we invoice?

NAME: _____

CONTACT NUMBER: _____

FULL ADDRESS: _____

POSTCODE: _____

