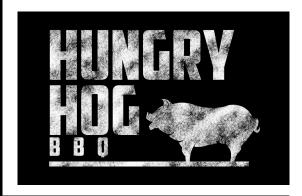


For catering services to be provided by Hungry Hog BBQ Ltd, ('Company' or 'we') these Terms and Conditions (including the booking form) apply to the following as may be applicable:

The contract will be between the Company and the Customer (stated below and hereinafter referred to as 'Customer', 'you', 'your'). These Terms and Conditions do not affect your statutory rights.

PRICES AND SERVICES

- 1. All prices listed are exclusive of VAT, except where stated. If the rate of VAT increases, the Company reserves the right to increase the total cost of the event by the amount specified by the government, on events already booked.
- 2. A minimum booking number of 40 guests is required for any Company BBQ menu, and a minimum booking number of 75 guests for the hog roast menu.
- 3. Upon submitting your booking form and paying your deposit, you agree to the minimum spend as stipulated on your event proposal. Events are booked based on, but not limited to, the acceptance of that minimum spend. The Company does allow for this minimum spend to be reduced to take account of up to a 10% reduction in guest numbers, up to 7 days prior to the event (providing the guest number does not go below the minimum booking number for the chosen menu). Providing the agreed payment is made, the Company also allows for up to a 30% increase in guest numbers, up to 7 days prior to the event. The final confirmation of guest numbers is to be provided by the Customer in writing to the Company, up to 7 days prior to the event.
- 4. Unless agreed otherwise in writing the only services that the Company agrees to provide to you are the services specified in your catering package for which you have agreed to in writing.
- 5. Our contract with you for the provision of services will be concluded when you complete the booking form and your non- refundable, non-transferable deposit is cleared funds in our bank account.

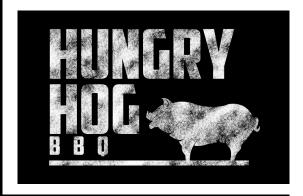


PAYMENT

- 1. All deposits are non-refundable and non-transferable.
- 2.A non-refundable, non-transferable deposit of 50% of the agreed price (including VAT) is required to be made to us in cleared funds, along with a completed booking form, before your booking is confirmed. The balance of the price must be made within 7 days prior to the event.
- 3. Payment can be made preferably by bank transfer into our company bank account, but we also accept cash and cheque. Please note that we do not accept American Express cards or Diners Club cards.
- 4. If you decide to transfer your event date, the company cancellation charges will apply and you will be required to complete a new booking form for the new date and pay a new deposit.

CANCELLATION

- 1. We reserve the right to cancel any function or event if the Customer or the Company becomes insolvent or enters into liquidation or receivership. In this situation the Company will refund any payments made in advance, but will have no further liability to you.
- 2. The following cancellation charges will be applied, which reflect the costs and expenses we may incur on your behalf as the function date nears, and the reduced time available to us to obtain any alternative bookings:
- 2.1 The deposit paid is non-refundable, non-transferable regardless of the length of time prior to the event you decide to cancel.
- 2.2 Cancellation before 72 hours of the event you will only be liable for the 50% deposit.
- 2.3 Cancellation within 72 hours of the event you will owe the Company 100% of the total contact price.
- 3. All cancellations must be confirmed in writing. Only once written cancellation is received will the cancellation become effective.
- 4. Please note that all parties named in the booking form are jointly and severally liable for the sums payable under this agreement.
- 5. If something happens beyond both Hungry Hog BBQ's and your control (force majeure) then a postponement would be offered for a like-for-like date subject to availability. There maybe additional costs associated



REQUIREMENTS AND SERVICE

- l. It is the Customer's duty to measure the width of any access way to ensure there is adequate room for Company equipment to be taken through to the planned cooking area. If the equipment cannot go through to planned cooking area, the Company will cook in another area (provided one is available), and bring food through to a serving area from there. No refund will be provided in the event that a cooking area is not available for the company at the event location. The Company needs a minimum outdoor space of 3x3metres for a cooking area.
- 2. The Company requires access to the location for setting up equipment and services, in good time on the day of the event. The Company and staff will require constant access to and exit from the location whilst they are providing catering services. Whilst at the location the Company will need access to a sink for hot and cold water supply, and a kettle for hot water. The Company staff should also be provided with access and use of toilet facilities if required.
- 3. The Company must have use of a parking space and/or parking permit at the event location for the entire time that it is at the location. It is the Customers duty to make sure adequate parking is provided to the Company, and any parking fines received by
- the Company as a result of no parking availability will be down to the Customer to pay.
- 4. The Company will endeavour to deliver your requirements of food service at an agreed time. The Company cannot be held responsible for abnormal traffic conditions or vehicle breakdowns outside of our control, leading to delayed service.
- 5. The Company will leave any rubbish from the event at the premise to be disposed of by the Customer (the Customer may have an organiser or the venue arrange to dispose of the rubbish on their behalf).



MENU

- 1. All food that is not consumed within two hours of the food being served by the Company should be disposed of. Any person subsequently consuming food, or taking food home for consumption, does so at their own risk. We cannot accept
- 2.responsibility for food consumed otherwise than at the location at which the food is supplied, or after the initial two hour period.
- 3. In leaving any food after the event in your care, you acknowledge that you will be responsible for the safe storage of the food and understand that we accept no liability in respect of the food.
- 4. The Company accepts no liability for any food supplied to the Customer by another caterer (or food products supplied by the Customer themselves).
- 5. Food Allergies & Intolerances: Please note that all of our food contains allergenic ingredients.

 Special diets for food allergies will be catered for only if they have been arranged prior to your event and confirmed in writing. Please note that we
- 6. work with allergenic ingredients in our kitchen and whilst we will cater for special diets for people with food allergies, we cannot guarantee that their meals will not contain traces of allergenic ingredients.
- 7. Special dishes for guests with food allergies and dietary requirements can be prepared with pleasure and with advance written notice. All our food is prepared in a multi-purpose kitchen so all dishes may contain traces of celery, shellfish, nuts, peanuts, fish, gluten, sesame, eggs, milk, mustard, lupin, soya, sulphites and dairy. If any of your guests have a severe food allergy we would suggest that they bring their own food for the day.

BAD WEATHER

- l. In bad weather conditions the Company will use reasonable endeavours to provide the agreed catering services. In bad weather conditions the Company may have to adapt services and/or offer amended services, if such can be found and are
- 2.acceptable by the Customer (such acceptance not to be unreasonably withheld). If this is not acceptable, the normal cancellation fee will be applicable.
- 3. The Company cannot be held responsible in any way for any unsuitable and/or extreme weather conditions that may arise. The normal cancellation fee will be applicable in these situations.



LIMITATION OF LIABILITY AND INDEMNITY

- 1. Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the contract price and any losses that are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us. This does not include or limit in any way our liability:
- (a) for death or personal injury caused by our negligence;
- (b) under section 2(3) of the Consumer Protection Act 1987;
- (c) for fraud or fraudulent misrepresentation; or
- (d) for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us. \cdot
- (e) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
 - 2. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us including but not limited to:
- (a) loss of income or revenue;
- (b) loss of business;
- (c) loss of profits or contracts;
- (d) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.
 - 3. The Company shall not be liable for any events beyond its control, or for indirect or consequential loss or damage The Company's maximum liability (whether in Contract Tort or otherwise) shall not exceed the price paid for the services.
 - 4. The Company is not liable for any frustration of this contract caused by strikes, labour disputes, accidents or any other cause beyond the Company's control and outside the ordinary and reasonable contemplation of the parties at the time of this contract. In such an event, the Company shall use reasonable endeavours to offer the Customer alternative services, if such can be found and are acceptable to the Customer (such acceptance not to be unreasonably withheld). The deposit is non-refundable in these circumstances, however, at the discretion of the Company, a deposit may be deferred in order to secure an event on an alternative date.
 - 5. The Company shall not be liable for any damage to property, howsoever caused, whilst providing catering services. This includes, but is not limited to any damage caused to property whilst the Company and its staff are setting up equipment, serving food, or packing away equipment.
 - 6. If something happens beyond both Hungry Hog BBQ's and your control (force majeure) then a postponement would be offered for a like-for-like date subject to availability. There maybe additional costs associated with this postponement.



SOCIAL MEDIA AND MARKETING

- l. As part of our service and operations, the Company respectfully request to use images and information from your event for social media and marketing purposes. This may include our website, brochures and other sales tools. This includes images of you, your guests and your event (preparation, decoration and deployment). If you are happy for us to do so, please mark the box at the end of this agreement to approve our use of images and/or video and event information.
- 2. Data Protection
- 3. We will process any personal data collected from the Customer for the purposes of administering the booking of the event. We will no give your details out to any third parties.
- 4. Miscellaneous
- 5. These Terms and Conditions shall be governed by the Laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales. Any notice shall be in writing, including by email, to the recipient's email address as provided herein (chris@hungryhogbbq.co.uk) or otherwise as provided to the other party from time to time.
- 6. Third Party Rights
- 7. A person who is not a party to this contract has no rights under the contract (Right of Third Parties Act, 1990) to enforce any term of the contract or these Terms and Conditions but this does not affect any right or remedy of a third party existing apart from that act.

Please sign below in acceptance of the above Terms and Conditions:

CUSTOMER (1)
FULL NAME:
SIGNATURE:
DATE:
CUSTOMER (2) (if applicable)
FULL NAME:
SIGNATURE:
DATE:
Please tick the box below if you approve our use of photos/videos from your event to be used for
Company marketing and/or Social Media: