

Masala Creations & Events Limited operates under the following Terms & Conditions with its Clients. These apply to all interactions, bookings, contracts, and services, and are governed by English Law.

**By paying a deposit, you agree to be bound by the following Terms & Conditions.**

## Definitions

- a. Contract: These Terms & Conditions, all attached schedules, quotations, proposals, and correspondence.
- b. Correspondence: All proposals, quotations, letters, emails, telephone conversations, etc. in relation to the event.
- c. Client: The customer described in all Correspondence and schedules.
- d. Event: All services, drinks, and meals as described in the Correspondence, schedules, and proposals.
- e. Bookings: Any service booked and agreed between the Client and Masala Creations & Events Limited.

## Venue

- a. The Client is responsible for all venue charges (hire, cancellation, damages, security, penalties, commissions, etc.), including religious venues.
- b. Full venue payment must be made 1 month prior to the event, unless otherwise agreed with the venue.
- c. Masala Creations & Events Limited is responsible for damages caused by its staff.
- d. If a venue introduces additional commissions or charges after booking, Masala Creations & Events Limited reserves the right to pass these on to the Client.

## Alcohol & Bar

- a. Masala Creations & Events Limited is not responsible for providing alcohol.
- b. If bar staff are supplied by Masala Creations & Events Limited, they are only responsible for serving alcohol.
- c. If soft drinks are provided, quantities are estimates only. The Client is responsible if they run out.

## Cake, Stand & Knif

- a. Cakes, stands, and knives are the Client's responsibility.
- b. Catering staff will serve the Client's cake; crockery is provided (excluding knife).
- c. Cake set-up and display must be arranged by the Client or a family member/guest

## Acceptance of Booking

- a. No booking is binding until Masala Creations & Events Limited receives written confirmation and a deposit.
- b. The Contract is effective immediately upon:
  - i. Client signing the Contract, or
  - ii. Masala Creations & Events Limited receiving a deposit.
- c. Services will not be performed unless deposits are received.

## Payment

- a. Deposit: 25% of the final balance (non-refundable) unless otherwise agreed in writing.
- b. Payment Schedule:
  - i. 25% deposit on booking.
  - ii. 40% of balance 3 months prior to the event.
  - iii. Remaining 35% 1 month prior to the event.
- c. Final payment is non-refundable.
- d. All prices are exclusive of VAT unless stated.
- e. Late payments will incur 3% above base rate daily interest.
- f. Masala Creations & Events Limited reserves the right to suspend/cancel if payment dates are not met.
- g. Client is liable for all venue or direct supplier costs, including penalties or late fees.

## Guest Numbers

- a. Final numbers must be confirmed 1 month prior to the event.
- b. Numbers cannot be reduced after this date.
- c. Guests below 150 incur a surcharge.
- d. Last-minute bookings (within 6 weeks) = £15 + VAT per guest extra.
- e. Additional guests on the day will be charged after the event.
- f. Leftover food cannot be taken away due to health and safety regulations. Should the Client wish to do so, they must provide their own containers and sign a separate Food Takeaway Waiver on the event day, absolving Masala Creations & Events Limited of all liability.

## Liability for Delay

- a. Times given are for guidance only.
- b. Delays caused by Client instructions or external factors will not be the responsibility of Masala Creations & Events Limited.
- c. Significant Client-caused delays may result in additional charges.

## Cancellation

- a. Cancellation must be made in writing.
- b. Charges:
  - i. Deposit: 100% non-refundable.
  - ii. 90–30 days before the event: 40% of the first instalment.
  - iii. Less than 30 days: 100% of grand total.
- c. Masala Creations & Events Limited may cancel if:
  - i. The Client breaches Terms & Conditions, or
  - ii. The Client's company becomes insolvent.
- d. If cancellation is due to force majeure (e.g. pandemic, lockdown, venue closure, death/illness):
  - i. If cancellation is due to a force majeure event a cancellation fee of 20% of the total contract value will be retained. Any payments made above this 20% will be held as credit.
  - ii. Any payments above this remain as credit for 12 months.
- e. Admin fees may apply for refunds.

## Amendments

- a. Requests must be in writing.
- b. Changes are subject to availability and may incur an Amendment Fee.
- c. No changes within 1 month of the event.
- d. Changing event dates within the same year = £250 admin charge.
- e. Final payment = strictly no refunds.

## Additional Charges

- a. A £500 surcharge will be applied for unbranded events (i.e., where Masala Creations & Events Limited is not named as the sole or primary caterer on all client-facing event communications).
- b. £2 per head for dessert table service (buffet included as standard).
- c. Minimum 10 guests per table setup.
- d. Cleaning costs charged if candle wax damages equipment.
- e. Delays over 1 hour or service after 10pm = additional charges.
- f. Setup/breakdown of external equipment is the client's responsibility (unless paid service).

## Staff

- a. Minimum 2 waiting staff per 3 tables.
- b. Staff costs are fixed and based on agency supply.
- c. Masala Creations & Events Limited is not liable for staff delays.

[www.masalacreations.com](http://www.masalacreations.com)

## Waste Removal

- a. Included only if paid for in advance.
- b. Covers food & cardboard only (10 bin liners included).
- c. Extra bags: £20 each. For Masala Creations & Events Limited rubbish only, not the other suppliers.
- d. Alcohol & glass waste = extra charge.

## Cooking On Site (Private Venues)

- a. Waiting staff are provided in pairs, with a minimum 6-hour booking per staff member. Additional hours are charged at the hourly rate.
- b. Cooking marquee (6m x 3m) and kitchen equipment available at an additional charge.
- c. Tandoor hire: £200 + additional chef.
- d. Waste removal: £300 (12 bags max).
- e. Travel charges apply:
  - i. £75 flat for local (Southall, Hayes, etc.).
  - ii. £5/mile inside M25.
  - iii. £8/mile outside M25.

## Force Majeure

- a. Masala Creations & Events Limited shall not be held liable for any failure or delay in performing its obligations under this Agreement resulting from causes beyond its reasonable control, including but not limited to acts of God, war, terrorism, government regulations, public health crises, or extreme weather conditions.
- b. Clients must insure their own property/accidents.

## Limitation of Liability

- a. Client responsible for loss/damage to equipment.
- b. Masala Creations & Events Limited liability limited to fees paid (except death/injury caused by negligence).
- c. The client must hold adequate insurance.

## Third Parties

- a. Masala Creations & Events Limited is not liable for third-party suppliers but will make reasonable efforts to safeguard Client interests.

## Insurance

- a. Masala Creations & Events Limited is not liable for personal accidents or venue damages unless caused by its staff.
- b. Clients are strongly advised to take event insurance.

## Warranty

- a. Services provided with reasonable skill and care.
- b. No other warranties apply unless agreed in writing.

## Liability & Responsibility

- a. Venue clearance (vacuuming, mopping, etc.) is the client's responsibility (except kitchen).
- b. The client must notify in writing of any allergies/dietary needs.
- c. Masala Creations & Events Limited is not liable if dietary requirements are not disclosed.

## Law & Jurisdiction

- a. Governed by English law.
- b. Both parties submit to the jurisdiction of the English courts.
- c. No modifications valid unless in writing and signed by both parties.

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**Agreement**

I confirm that I have read, understood, and agree to the above Terms & Conditions.

CLIENT	
Signature	
Name	
Date	

MASALA CREATIONS & EVENTS LIMITED	
Signature	
Name	
Date	

**Payment Details:**

**Bank:** Natwest    **Account Name:** Masala Creations & Events Limited    **Account Number:** 22570764    **Sort Code:** 60-10-43    **Cheques Accepted**