

Masala Creations Ltd operates the following terms and conditions with their Clients. These refer to all aspects and interaction between Masala Creations Ltd and their Clients, forming a part of the Conditions of any event sheet, offer, contract or provision of service from Masala Creations Ltd and are wholly covered in all ways under English Law.

Once we receive a deposit, you are hereby bound by the following terms and conditions.

## 1. Definitions

- a. The 'Contract' shall refer to these terms and conditions, all attached schedules, quotations, proposals and correspondence.
- b. The 'Correspondence' shall refer to all proposals, quotations, letters, emails, telephone conversations etc. in relation to the event.
- c. The 'Client' refers to the customer described in all Correspondence and schedules.
- d. The 'Event' means all services, drinks and meals as described in the Correspondence, schedules and proposals.
- e. 'Bookings' mean any service booked and agreed between the Client and Masala Creations Ltd

## 2. Venues

Whether the chosen venue has been booked through Masala Creations Ltd or directly by the customer, the customer is responsible for all charges related to the venue i.e. hire, cancellation, damages, kitchen hire, security, penalties (late payment charge), etc. This includes religious places of worship. The full balance for the venue must be paid 3 months prior to the event date as specified in the contract – unless a different date is agreed by yourself and the venue. Masala Creations Ltd will be responsible for any damages done by a member of their staff.

## 3. Alcohol / Bar

- a. Masala Creations Ltd is not responsible for providing any alcohol or overseeing its use at the event. This is solely the responsibility of the customer. Masala Creations Ltd is only responsible for serving alcohol if bar staff is required via Masala Creations Ltd – this is only in effect if stated in the contract.
- b. If Masala Creations provide soft drinks for the bar, we do not take responsibility if the agreed amount is to finish before the alcohol. This is the client's responsibility as the amount put forward by Masala Creations is only an estimate.

## 4. Cake, Cake Stand & Cake Knife

- a. Cakes, cake stands and knives are solely the responsibility of the customer. Masala Creations Ltd is not responsible for providing and / or looking after the customer's cake, cake stand or knife – We recommend the customer to appoint one family member or guest to be responsible for this.
- b. Catering staff will serve the wedding cake provided by the client. The crockery required for this will be provided by Masala Creations Ltd, excluding a cake knife.
- c. Masala Creations Ltd is not responsible for the setting up and displaying of the cake, this is the client's responsibility and should be arranged with a friend or family member.

## 5. Acceptance

- a. Unless otherwise stated in writing by the Director of Masala Creations Ltd, all Orders, Bookings and/or Events accepted Masala Creations Ltd are subject to the under mentioned terms and conditions.
- b. No binding contract shall be formed until Masala Creations Ltd has received confirmation of an order by notice in writing and a deposit from the Client and is acknowledged by Masala Creations Ltd.
- c. The contract will be effective immediately upon the client signing the contract or on Masala Creations Ltd receiving a deposit.
- d. Furthermore, Masala Creations Ltd shall be under no obligation to perform the contract unless the Client has paid the agreed deposits in paragraph 6.

## 6. Payment

- a. A deposit of 12.5% of your final balance if the booking is next year and a deposit of 25% if the booking is this year (unless a different amount is agreed otherwise between the Client and a Masala Creations Event Manager in writing) will be paid upon signing the contract and/or Masala Creations receiving a deposit. Full payment must be completed 1 month prior to your event date.
- b. Deposits: a deposit to be agreed at the time of confirmation will accompany all orders accepted by Masala Creations Ltd. No such deposits are refundable.
- c. All prices are exclusive of VAT, unless otherwise stated in writing, which shall be payable at the rate(s) ruling at the date of invoice.

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

### Masala Creations

Unit 17D Dominion Industrial Estate  
Dominion Road, Southall, London, UB2 5DP

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020 8606 8996

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### Follow Us:

[f](#) [@](#) masalacreations

COMPANY NO: 8316569  
VAT NUMBER: 156849956

- d. Any extra expenses incurred over and above the total anticipated cost of the Event are to be paid on receipt of invoice.
- e. All charges unpaid after their respective final date for payment shall carry interest on the amounts outstanding at a rate of 3% above the base rate calculated on a daily basis.
- f. Masala Creations Ltd reserves the right to cancel or suspend the performance of the contract if payment dates are not adhered to.
- g. Any queries arising from the invoice must be communicated in writing to Masala Creations Ltd within 7 working days of the invoice date. Failure to notify Masala Creations Ltd of any query within 7 days will render the full invoice payable on the due date.
- h. Where a fixed price has been agreed and specified as such in writing, all prices quoted by Masala Creations Ltd may be amended upon notice to the Client in the event of errors or omissions in any quotation or Correspondence or where an increase or decrease is caused by a change in circumstances beyond the reasonable control of Masala Creations Ltd, including increases or decreases in prices imposed upon Masala Creations Ltd by its suppliers in connection with an Event.
- i. Please note that a non-refundable deposit of 12.5% or 25% of your final balance depending on the date is required for confirmation of your booking. (i) 12.5% or 25% deposit of final balance – 40% of the remaining balance must then be paid no later than 3 months prior to the event and the remaining 35% to be paid no later than 1 month prior to the event, as dated in the contract.
- j. The Client shall be liable – under all state of affairs – for expenses, compensation and liabilities arising out of or in connection with the venue. This also includes a payment of a penalty charge, if the Client were to make an overdue payment.

## 7. Numbers

- a. All Bookings of whatever nature are accepted on any guest numbers brought forward, an increase and decrease in guest numbers can only be accepted up until 1 month prior to the event date, after the 1 month window has passed no changes can be made in any respect to the event.
- b. In the event that the Client has had a discounted rate offered, upon receipt of the deposit, the guest numbers can be increased up until 1 month prior to the event, but at the original rate.
- c. Any guest numbers below 150 for breakfast, lunch or reception will incur a surcharge of £600.00.
- d. The menu will be decided a month prior to the event.
- e. Any last-minute bookings will consequently result in an additional payment of £15.00 per head + VAT, in addition to the set price per head. (i) Last-minute to be interpreted as 6 weeks prior to the event date.
- f. After confirmation, Masala Creations Ltd will endeavour to accommodate any reasonable increases or decreases, but will be limited to the maximum capacities supplied by the Venue or any other suppliers.
- g. If the numbers are varied from the original quotation or Correspondence at the Client's request Masala Creations Ltd reserves the right to submit a revised quotation for the Event.
  - Numbers must be confirmed 1 month before the event, and cannot be reduced after this period as ordering and organisation has to be taken into account.
  - If there are more guests at the event than anticipated, the Client will sign a declaration that they will pay for this following the event.
  - The number of tables will tally with the number of guests attending. Client requests for additional tables will not be complied with, after providing a confirmed number of guests.
  - If there are less guests at the event than anticipated, this will not affect the cost per head as the crockery, cutlery, linen, waiting staff, food and all other provisions would have been prepared for the number of guests stated in the contract.
  - Due to health and safety regulations, any leftover food from the Event is not permitted to be taken away by the customer
- h. All required kitchen equipment to cook, heat and serve will be fully provided and set up by Masala Creations Ltd.
- i. We will exclusively arrange and align only a starter knife, starter fork, dinner fork and dinner spoon.

## 8. Liability of Delay

- a. Any specific times and dates quoted are for guidance only. We accept no responsibility or liability and remain harmless for failure to deliver according to times specified.
- b. In all cases, whether a time has been quoted or not, the time for carrying out an activity shall be extended by a reasonable time if delay is caused by instructions, or lack of instructions, from the Client or by industrial dispute or by any cause whatsoever beyond our reasonable control.

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## **9. Cancellation**

- a. If the client wishes to cancel an Event, notice of cancellation from the Client must be made in writing to Masala Creations Ltd
- b. The following minimum cancellation charges will apply:
  - Deposit – 100% of deposit is non-refundable.
  - Less than 90 but more than 30 days prior to the Event – 40% of the first installment paid.
  - Less than 30 days prior to the Event – 100% of grand total.
- c. Masala Creations Ltd may cancel an order, Booking or Event at any time, upon notice to the Client, if: (i) The Client is in breach of any of the Masala Creations Ltd Terms and Conditions including, without limitation, any term relating to payment; or (ii) The Client, being a company, has had a winding up petition presented against it, has entered into administration, receivership, liquidation or an arrangement with its creditors.
- d. There would be no refund under any circumstances such as pandemics or any national/ worldwide epidemics.

## **10. Amendments**

- a. If the Client wishes to change a confirmed order, Masala Creation Ltd s must receive from the Client a written statement to this effect, and the request will be effective from the date of acknowledgment by Masala Creations Ltd.
- b. It is not guaranteed that any requests for amendment will be met, however, all efforts will be made to accommodate the requirements in the written statement, subject to availability and payment by the Client of an Amendment Fee. Such fee will only be applicable should Masala Creations Ltd incur any costs as a result of the amendment.
- c. Following one month prior to the event date, clients will not be able to make any changes due to the logistics.
- d. Any changes made towards inceptive decisions on dates will incur an admin charge of £250.00. Such changes made to the event date must be within the same year.
- e. Any stock provided by us may be subject to change depending on availability.

## **11. Additional Charges**

**The below points are subjected to an additional charge if these are expected of Masala Creations Ltd.**

- a. Unbranded events will result in an additional charge of £500.00.
- b. Desserts are buffet only – if table service is required there is an additional surcharge of £2.00 per head. Premium desserts will incur a further charge to this.
- c. Any proposals or requests made by Clients, necessitating the provision of event management or subsidiary services will account to an additional charge.
- d. Tables will have a set up for a minimum of 10 guests only, no fewer than this.
- e. Decor is solely the responsibility of the Client and their chosen decor supplier – Masala Creations Ltd is not responsible for any kind of set up.
- f. The Client will be liable for the cost of cleaning any Masala Creations equipment caused by molten candle wax – please have appropriate equipment to ensure the avoidance of this.
- g. Any delays over 1 hour will account to an additional charge.

## **12. Staff**

- a. Masala Creations Ltd shall bear no liability if waiting staff were to be late, as we employ waiting staff from various agencies.
- b. All staff are at a fixed cost, who will arrive at the venue when required ahead of the event, and will stay until after the event closes for waste removal.
- c. There will be a minimum of 2 waiting staff per three tables. Final numbers to be confirmed 1 month prior, following confirmation from the client.

## **13. Waste Removal**

- a. Where Masala Creations has been paid to do so, waste removal will be cleared by the catering staff at the end of each evening, and will be taken off site as well as disposed off.
- b. By their own accord, anything else provided by the Client is to be removed by themselves.
- c. The 10 bin liners per the client agreement are included within the price paid for waste removal. Any additional bags will incur a charge of £20.00 per bag.
- d. Masala Creations Ltd will only dispose food and cardboard with the 10 bin bags which will be provided, this exempts any waste incurred from bar usage, such as glass bottles, cardboard boxes, etc. If additional bags for alcohol and glassware are required, this will result in an additional charge of £20.00 per bag. (i) If the Client were to not use the entire 10 bin bags, the following term authorises Masala Creations Ltd to still impose the fixed price.

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#### **14. Applicable to Cooking On Site for home events or venues with no kitchen**

- a. Waiting staff only available in pairs – they are charged at £60.00 per staff – working a minimum of 5 hours – any additional hours are charged at the hourly rate of £10.00 per hour.
- b. Definition of cooking on site: (i) Fresh frying i.e. for fish, samosa, pakora, bhatoora, spring rolls etc. (ii) Reheat cooked food – which guarantees hot food for your guests. (iii) Cook rice fresh onsite. (iv) All other prep, eg. cutting and preparing salad. (v) Includes chafing dishes, serving spoons and fuel pots.
- c. A cooking marquee is required in all weather conditions, we can provide this for £300.00, however if a Client wishes, they can provide their own marquee only if meeting the size requirements of 6m by 3m – minimum.
- d. Tandoor – we can also supply a tandoor for fresh naans/breads etc for an additional £200.00 an additional chef will also attend to man this station.
- e. Waste removal is the Client's responsibility – Masala Creations can provide a waste removal service of £150.00 – maximum of 12 bin liners.
- f. Travel charges will apply depending on distance.
  - The delivery price is £20.00 for Southall, Hayes, Northolt, Greenford, Perivale, Hounslow and Harlington. Delivery charges will apply thereafter, dependant upon distance.
  - Inside the London Orbital Motorway (M25), clients will be charged at £5.00 per mile.
  - Outside the London Orbital Motorway (M25), clients will be charged at £8.00 per mile.

#### **15. Conditions / Force Majeure**

- a. Masala Creations Ltd shall bear no liability for loss, damage, delay, cancellation or failure of performance however arising caused in circumstances outside of its control including (but not limited to) acts of God, civil commotion, strike, work to rule or go slow, lock-outs, hostilities, acts of terror, fire, flood, exceptional adverse weather conditions, drought or inability to procure materials, venues or services except at increased prices due to any of the foregoing clauses (and in these circumstances Masala Creations Ltd may suspend or cancel the whole or any part of the Event). Masala Creations Ltd will endeavour to notify the Client as quickly as reasonably possible if a Force Majeure event occurs and a cancellation being made and refunds will be dealt with in accordance.
- b. If property belonging to Masala Creations Ltd (or supplier to Masala Creations Ltd) is wilfully or negligently lost, damaged or stolen at an Event by the client or client's guests, the replacement cost is payable by the Client within 7 days from the date of the invoice.
- c. Accidental damage, loss or injury at an Event should be covered by the Client's own insurance and no claim can be accepted by Masala Creations Ltd.
- d. Masala Creations Ltd shall not be responsible for possessions brought to the Event by the Client or its guests.
- e. The rights granted to the Client under this agreement may not be transferred or assigned to a third party without prior written consent of Masala Creations Ltd.

#### **16. Limitations**

- a. Any loss or damage to equipment or property connected in any way to the Event will be the responsibility of the Client and all replacement and repair costs will be charged in full.
- b. Masala Creations Ltd does not accept any responsibility for the loss or damage of personal property belonging to Clients or their guests. Neither Masala Creations Ltd nor its employees shall be liable for any death, injury, damage, loss, illness, delay or expense caused to the Client, its employees, licensees or invitees or any other person / persons attending the booked Event except insofar as such death, injury, loss, illness, delay or expense results from the proven negligence or deliberate action or omission of Masala Creations Ltd. Masala Creations Ltd's liability shall in all cases be limited to the sums paid by the Client and excludes all indirect or consequential loss of whatever nature. Nothing in this clause shall affect Masala Creations Ltd's liability for death or personal injury caused by its negligence, for which Masala Creations Ltd maintains insurance of up to £10 million.
- c. The Client warrants that adequate insurance cover is held to cover such risks.
- d. Subcontractors may be engaged on behalf of the Client. The liability of Masala Creations Ltd in their failure to perform is limited to the value of the subcontractor's services.

#### **17. Third Parties**

- a. Whilst Masala Creations Ltd does not exercise direct control over the running of hotels, venues, entertainers and other services, Masala Creations Ltd will always endeavour to protect the interest of its Clients by vigilant selection of third parties contracted to supply within your package. However Masala Creations Ltd cannot be liable for any loss, damage or disappointment due to unforeseeable or unavoidable circumstances beyond the control of Masala Creations Ltd.

## 18. Insurance

- a. For any personal accidents caused to the Client or any of their Guests during the event, Masala Creations Ltd holds no responsibility. This is strictly between the Client and Venue. Masala Creations will take responsibility for any personal incidents if conducted by a member of their staff.
- b. For any damage caused to the Client, their Guests or Venue during an Event, Masala Creations Ltd holds no responsibility. This is strictly between the Client and Venue. Masala Creations will take liability for any damages caused by a member of their team.
- c. It is advised that the Client takes out an insurance policy of its own to cover personal accidents, cancellation and other possible effects, should this not be included in any proposal from Masala Creations Ltd.

## 19. Warranty and Limitation

- a. Masala Creations Ltd warrants that the services supplied by it will be provided with reasonable skill and care.
- b. The warranty given above is given in lieu of and shall be deemed to exclude all other warranties and conditions unless agreed in writing and acknowledged by Masala Creations Ltd.

## 20. Liability & Responsibility

- a. The following contract precludes Masala Creations Ltd from providing or being held liable for services of clearance for the venue area, including vacuuming, brooming or mopping, excluding the kitchen area.
- b. Masala Creations Ltd is responsible for leaving the kitchen area (including the kitchen tent) in the same condition as it was found.
- c. It is the Client's responsibility to inform their event manager of any and all allergies and dietary requirements. If this is not done so, with no written evidence in place (i.e. in writing), Masala Creations will not be held liable for any subsequent outcome as a direct result of this.
- d. Masala Creations Ltd will bear no liability for the failure to meet dietary requirements, with the exception that these were clearly stated in advance.

## 21. Law and Jurisdiction

- a. This Agreement is governed by and construed in accordance with English law. In relation to any legal action or proceedings arising out of or in connection with this Agreement, Masala Creations and the Client both irrevocably submit to the non-exclusive jurisdiction of the English courts.

**The terms of this contract may not be modified except in writing signed by or on behalf of both parties.**