



# THE FLAVOUR KITCHEN

## TERMS AND CONDITIONS

Company name : The Flavour Kitchen  
At : Hilversum, the Netherlands

### Article 1. Definitions

In these general terms and conditions the following terms are used with the following meaning, unless indicated otherwise:

The Flavour Kitchen : the user of these general terms and conditions  
Client : the counterparty

### Article 2. General

1. These conditions apply for every offer and agreement between The Flavour Kitchen and a client, unless otherwise agreed in written.
2. Any modifications to the general terms and conditions will be only valid when agreed upon by both parties in written.

### Article 3. Offers and quotes

1. The quotes prepared by The Flavour Kitchen are with no obligation; they are valid for 14 days from the date of the quote, unless stated otherwise. The Flavour Kitchen is only committed to the offer in case a signed copy is returned by the client within 14 days after the date of the quote, unless agreed otherwise.
2. Modifications to the number of guests in attendance for services of groups in the broadest sense of the words (with or without full catering) will be, in case prices are quoted to the number of guests, confirmed and guaranteed by the client at least 5 working days before the first day of the event. The Flavour Kitchen has the right to receive this notice in written.
3. Prices for arranging (partial or full) catering are calculated on the basis of the number of guests in attendance provided by the client. This is subject to the payment conditions in article 5. In case the actual number of guests in attendance is higher than the confirmed number of guests in attendance, The Flavour Kitchen reserves the right to charge the Client the actual number of guests in attendance.

### Article 4. Delays

1. If the client is not present at the agreed location on the agreed date and time, the client is responsible for any additional costs incurred due to the delay.
2. Delays caused by the client can result in (partial) cancellation of the agreed services, without any responsibility for The Flavour Kitchen

### Article 5. Payment

1. Payment of catering has to be paid within 8 days after the date of invoice, unless otherwise agreed. Payment can be done by wire transfer, debit card or in cash.
2. When the signed offer exceeds a value of € 1000,-, the client is required to prepay 50% of the amount stated on the signed offer 14 days prior to the start of the event. The remaining amount will be paid by the client after the event,



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after receiving a detailed invoice from The Flavour Kitchen.

3. If prepayment is not made in time, The Flavour Kitchen reserves the right to cancel the agreement without notice or responsibility to the Client. This is with reservation of all rights of The Flavour Kitchen.

4. The client is responsible for any collection charges made when payment is not received in time.

## **Article 6. Catering**

1. Catering is exclusively provided by The Flavour Kitchen, unless otherwise agreed between The Flavour Kitchen and the client.

## **Article 7. Cancellation by the Client**

1. When cancelling within 48 hours before the first day of the event, the client is required to pay 50% of the total price. The total price is calculated according to the last confirmed number of guests in attendance.

2. Cancellation can only be done in written or by e-mail. Preferably The Flavour Kitchen receives a notification of cancellation by phone as soon as possible.

## **Article 8. Cancellation by The Flavour Kitchen**

1. The Flavour Kitchen has the right to cancel this agreement due to force majeure. Force majeure shall be every foreseen or unforeseen, foreseeable or unforeseeable circumstances which will make the execution of the agreement impossible by The Flavour Kitchen.

Such circumstances include but are not limited to circumstances with persons and/or services and/or suppliers used by The Flavour Kitchen, as well as force majeure or suspending or cancellation of those. Where possible, The Flavour Kitchen will offer another caterer to the client under the same conditions as mentioned in these general terms and conditions.

2. For the case mentioned in lid 1, the client reserves the right to reject the offered alternative caterer. A rejection has to be made in written no later than 1 week of the alternative offered caterer.

## **Article 9. Liability client**

1. The Client can be held liable for the caused damage to goods by its guests. This includes inventory and goods from The Flavour Kitchen, employees and suppliers.

## **Article 10. Complaints**

1. Complaints about the delivered services including but not limited to catering, have to be made during the event and can be communicated to any The Flavour Kitchen representative.

2. The Flavour Kitchen cannot be held liable for a value higher than the total amount of the delivered services.



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## Article 12. Governing Law and Jurisdiction

1. These terms and conditions are governed by Dutch law and the parties agree to submit to the exclusive jurisdiction of the Dutch courts.
2. A dispute is only considered existing when one of the parties informs the other party in writing, including description and nature of the dispute.

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