



## Principles of Business - Heritage Portfolio Limited

### 1. CANCELLATION POLICY

Should you require to cancel your booking with us the following policy will apply:

Date of Cancellation	Cancellation charge payable by you
More than 12 weeks before the event is scheduled to take place	25% of the total booking value
Between 12 & 6 weeks before the event is scheduled to take place	50% of total booking value
Less than 6 weeks before the event is scheduled to take place	90% of total booking value
Within 14 working days of the scheduled event date	100% of total booking value

- The cancellation charges detailed above are expressed exclusive of any applicable VAT.
- In the event that the client cancels a booking that Heritage Portfolio Ltd has made on its behalf, for entertainment, audio visual equipment, furniture or otherwise, all cancellation charges shall be met by the client

### 2. COULD HERITAGE PORTFOLIO LTD CANCEL MY BOOKING?

Only in the following exceptional circumstances:

- If any part of the event location is closed due to events beyond our control
- If you, or we, become insolvent, or in the case of the individual, become apparently insolvent
- If the booking, the persons associated with booking and/or the purpose of the event might damage the reputation of Heritage Portfolio Ltd
- If Heritage Portfolio Ltd (acting reasonably) deems the location for the event to be unsafe or dangerous
- If Heritage Portfolio Ltd is not satisfied that sufficient insurance provision is held by the contracting client

### 3. FINAL / CHANGES OF NUMBERS/EVENT AMEDEMMENTS

- The client must notify Heritage Portfolio Ltd in writing of its estimated final numbers to the nearest 10 guests 14 days before the commencement of the function
- **Final numbers must be given 7 working days before the commencement of the function. If this is not done the client will be charged for the last number received or the actual number of guests catered for, whichever is the greater.**
- Heritage Portfolio Ltd cannot guarantee to supply service to numbers of guests arriving at a function in excess of the agreed final number. If given less than 7 days notice.
- Heritage Portfolio Ltd will endeavour to meet any client requests for changes or amendments to their bookings during the final 7 working days prior to their event, the costs for which will be borne by the client and will be subject to an admin fee of £25.00 plus vat per amendment.

### 4. PAYMENT / DEPOSITS

- Heritage Portfolio Ltd reserves the right to ask for a deposit to Confirm a Booking
- **Unless you have a preauthorised credit account with the company a payment request for the Total Estimated Charge of a function will be issued by Heritage Portfolio Ltd. Payment must be made by the client within 14 days of the date requested or prior to the event, whichever is earlier.**
- **Credit account customers will be afforded payment terms of 14 days from receipt of invoice post event, such terms must be adhered to in order to maintain this credit facility.**
- Should the Payment Request be outstanding more than 14 days from the date of request or remain outstanding on the date of the event, then Heritage Portfolio Ltd may treat the Confirmed Booking as being cancelled by the client, our Cancellation Policy will then be applied.
- Heritage Portfolio Ltd reserves the right to retain any payments previously made by the client in relation to the specific function in accordance with the Cancellation Policy.
- All payments requests and invoices must be paid in full without set off whatsoever
- Heritage Portfolio Ltd reserves the right to charge interest at the rate of 5% per month above the base rate of the Bank of Scotland from the due date of payment until the date on which the outstanding amount is paid in full.
- Payments may be made by Cheque or BACS. We are happy to accept Mastercard, Visa or a Debit Card, these can only be accepted if presented in person and authorized by clients PIN; credit card payments will be subject to a 3% processing fee.

### 5. CONDUCT OF GUESTS

- The client shall be responsible for the orderly conduct of the function and shall ensure that nothing shall be done which may constitute a breach of the law or in any way cause a nuisance or be an infringement of or occasion or render possible forfeiture or endorsement of any licence for the sale of alcohol or for music and dancing. Failure to do so shall entitle Heritage Portfolio Ltd to require the offending individual(s) to leave the function and shall constitute a breach of these Terms and Conditions of trading.
- You will indemnify us against any loss, damage, costs and expenses (including legal expenses) which we may suffer or incur and against any claims brought against us as a result of any act or omission of either you or your guests or as a result of any defect in equipment supplied by either you or your guests.
- The client will be responsible for any damage to the property of Heritage Portfolio Ltd caused by it or its guests during the function.
- Smoking is not permitted within any of the company premises or at any event catered by the company in accordance with the "Smoking, Health and Social Care (Scotland) Act 2006; you will be responsible for the conduct of all guests to ensure that this legislation is strictly adhered to. Failure to do so shall entitle Heritage Portfolio Ltd to require the offending individual(s) to leave the function and shall constitute a breach of these Terms and Conditions of trading and may result in the relevant authorities imposing a Fixed Penalty £50 Fine on each individual.

### 6. BEVERAGE SALES

- If you choose to pay for drinks on a consumption basis, we can provide you with an estimate before your event. The final invoice will, however, be charged on a consumption basis. We can provide drinks according to a fixed budget if this budget is agreed in writing prior to the event.
- Should you wish Heritage Portfolio Ltd to operate a cash bar and apply for an occasional licence, a minimum of 42 weekdays notice is required and you are liable for the cost incurred by Heritage Portfolio Ltd in obtaining the licence which is subject to Licensing Board approval and cannot be guaranteed by Heritage Portfolio Ltd. You will be responsible for the orderly conduct of the guests and will ensure that their behaviour in no way jeopardises any liquor licence in force during the time of the event.

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## 7. EQUIPMENT USE

- Should you wish to bring your own equipment to the location, you must ensure it has been tested and is safe to use, all electrical equipment must have a valid PAT (Portable Appliance Test) certificate. Heritage Portfolio Ltd accepts no liability for any equipment you bring to the event location and we would ask you to comply with all relevant statutory legislation.

## 8. ADDITIONAL EQUIPMENT OR FACILITIES

- All prices are quoted on the basis of suitable and sufficient catering facilities or areas being made available to us. You must notify us at least 10 weekdays in advance of your event if you require Heritage Portfolio Ltd to provide any catering facilities or areas. Additional charges may be levied where no such facilities or areas exist.

## 9. BREAKAGES

- You are liable for all costs resulting from breakages and loss or damage to any equipment or fixtures and fittings not caused by Heritage Portfolio Ltd.

## 10. MENUS

- Heritage Portfolio Ltd will make every effort to provide you with the menu of your choice. If for any reason, such as seasonal change or unavailability of produce, this proves impractical, Heritage Portfolio Ltd will contact you as soon as possible to discuss a substitute menu. Providing the substitute is reasonable, you will not be entitled by that reason alone to cancel the order.
- Please note that menu prices are subject to change due to seasonal influences. Heritage Portfolio Ltd reserves the right to alter menu prices without notice

### MENU TASTING

- Upon request the company is happy to offer a menu tasting for up to 4 guests to assist you in the planning process of your event, this will be provided at a set charge of £100.00 plus vat per tasting, providing your event proceeds. Should your event, for whatever reason not proceed following your menu tasting a charge of £250.00 plus vat will be levied.

## 11. PRICES

- Prices for the catering services apply to the customer's estimate of the number of guests attending the function. Heritage Portfolio Ltd will re-price events if the number of persons who attend the event differs from the customer's said estimate by more than 5%. Heritage Portfolio Ltd will endeavour to include all necessary costs in the original quote. If, however, additional equipment, crockery and cutlery and staffing requirements become apparent after the original quote, the client will be charged for these.
- Heritage Portfolio Ltd's prices are non commissionable
- Unless otherwise stated all prices quoted by Heritage Portfolio Ltd exclude VAT.

## 12. STAFFING

- Staffing charges included in prices are based on "normal" scenario. It may be necessary to increase the staffing level should circumstances dictate. Any price alteration will be notified to the client in advance of the event.

## 13. INCREASES

- Heritage Portfolio Ltd reserves the right to alter prices quoted if Heritage Portfolio Ltd's costs are increased due to special circumstances beyond Heritage Portfolio Ltd's control, such as charged commodity costs, liquor duties or the event running on beyond the agreed timings. Any such price alterations will be kept to a minimum and will be notified to the client in advance of the event.

## 14. VENUE

- It is the client's responsibility to make all necessary bookings and reservations to ensure that the venue for the function is available to Heritage Portfolio Ltd for a reasonable time in advance of, for the duration of and after the event. The client must also ensure the venue is suitable for the provision of the catering services requested. The client is responsible for ensuring that the said venue complies with health & safety regulations that are appropriate to the venue.
- In the event that the venue is deemed unsuitable we will make all reasonable efforts to relocate to an alternative suitable venue, in such circumstances the client agrees to reimburse us for all additional costs incurred.
- In the event that we are prevented from gaining access to the venue chosen by the client for whatever reason, we will having made all reasonable efforts to gain normal access treat the event as having been cancelled by the client, our standard cancellation policy will be applied.
- It is the client's responsibility to adhere to the Scottish Offices Environmental & Natural Resources PAN:56 Planning & Noise. Full details can be found on [www.scotland.gov.uk](http://www.scotland.gov.uk).

## 15. DELIVERY CHARGE

- Outside Catering Events will be subject to a delivery charge within the Edinburgh city zone of £25.00 + vat per booking. Deliveries outwith this zone will be subject to an individual quotation.

## 16. INDEMNITY

- The client shall indemnify the company and its Directors, Officers and Employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses (to include legal expenses) including but not limited to, loss or goodwill, loss of profit or opportunity suffered by Heritage Portfolio Ltd directly and indirectly as a result of any breach of these Terms and Conditions of Trading and /or the negligence or willful default of the client or any of its guests. The client shall ensure that it has sufficient insurance provision in place to meet any and all claims levelled against it; Heritage Portfolio reserves the right to request a copy of client's insurance details in advance of an event to satisfy itself that sufficient cover is in place.
- Heritage Portfolio may cancel an event if it does not consider that sufficient insurance provision is held by a client in order to indemnify the company fully.
- Heritage Portfolio Ltd may rescind its contract with the client if it is prevented, hindered or delayed from performing any of its obligations under the contract by a Force Majeure event.
- Heritage Portfolio Ltd accepts no responsibility for items left or stored during any event at which it is contracted to cater. The client should ensure that they have sufficient insurance provision in place to meet any and all claims levelled against it and shall indemnify the company and its Directors, Officers and Employees against all charges, claims, damage, liabilities, proceedings, demands, fines, fees, costs or expenses.

## 17. USE OF INFORMATION

- Information that we acquire from our clients will be treated as confidential and will not be disclosed other than in the normal course of performing services on our client's behalf unless their consent has been obtained or the information is required by a Court of competent jurisdiction or is already in the public domain or it has been received from a third party whom we reasonably believe is permitted to supply such information to us.
- Information supplied by clients may be used for research and statistical purposes and may also be used to provide clients with information about products and services that we believe could be of interest. Clients may remove themselves from such mailings by writing to The Data Controller, Heritage Portfolio Ltd, 49 North Fort Street, Edinburgh, EH6 4HJ.