



McBaile Exclusive Terms and Conditions

These terms and conditions regulate the business relationship between you and us. This document must be read in conjunction with the Service Agreement. Payment of a booking deposit constitutes acceptance of this Contract and our offer to supply Food and/or Drink and Service, and you agree to be bound by it.

For clarity and ease of use, the following terms are used throughout this document:

‘We’ are Dineindulge Ltd T/A McBaile Exclusive
Company registration in England and Wales, Number 7015616, VAT number 978791048

Our registered office address is: Ballihoo Restaurant Minety Lake, Lower Mill Estate, Somerford Keynes, Nr Cirencester, GL7 6BG, Tel: 0117 9555 271

“We”, “Us”, “Our”, “Ourselves” and “McBaile” refer to the above and its associated entities. “You”, “Your” and the Client refers to the client wishing to retain the services of McBaile.

1) Definitions

The ‘Event’ means the time, date and location set out in the Service Agreement.

The ‘Price’ means the total price accepted by you for the supply of the Food, Drink, Equipment and Services at the Event as set out in the Service Agreement.

The ‘Food, Drink means the Food, Drink provided by us as set out in the Service Agreement.

The ‘Equipment’ means the Equipment provided by us as set out in the Service Agreement.

‘Services’ means the billable Services provided by us as set out in our Service Agreement with you.

2) Service Provider’s (McBaile) status

2.1 We are an independent contractor. We understand that this agreement does not constitute an employment contract between you and us.

2.2 We agree to be responsible for our own income and other tax liability and national insurance in respect of our fees and we hereby agree to indemnify you in respect of any claim that may be made by any tax authority against you in respect of income or other tax or national insurance relating to McBaile’s services under this agreement.

2.3 We are responsible for adequate insurance cover to include but not limited to Public liability, Employers and Vehicle insurances relating to the services we provide to you, and to



be registered with the relevant local authorities and comply with current health and safety legislation.

3) Payment

3.1 To retain our services a non-refundable deposit to the value of £500.00 of the total price (for bookings over a value of £1000), for bookings of £1000 and below the deposit is £50.00 is required at the time of booking. A further 50% of the total price is required up to 3 months before the event date. If on booking, the event date is within 3 months a 60% non-refundable deposit is required to secure the booking.

3.2 The balance of the total price is payable 4 weeks before the event, at which point confirmation of final guest numbers, dietary or other special requirements and event details are required. Any deductions after this point cannot be made. Any additions to the service after this point may be accommodated on agreement with the Service Provider and all additional expenses are required within 7 days after completion of the event.

3.3 Payment will be accepted in cash, credit card, debit card, cheque or by BACS transfer.

If paying by BACS transfer please make payable to:

Dineindulge Ltd T/A McBaile
Bank: Santander
Account No: 82169720
Sort code: 090128

Please add the invoice number as a reference and your name.

4) Cancellation

4.1 Cancellations made from booking up to 3 months before the event will be required to pay 30% of the total Price or the original deposit value, whichever is greater.

4.2 Cancellations made from 3 months to 4 weeks before the date of the Event will be required to pay 60% of the total price.

4.3 Cancellations less than 4 weeks before the date of the Event will be required to pay the full price.

4.4 If for any reason we give notice to you of cancelling the contract before the start date, a full refund will be given of any monies paid to us.

5) Our Obligations

McBaile, Ballihoo Restaurant, Minety Lake, Lower Mill Estate, Somerford Keynes, Nr Cirencester, GL7 6BG Tel: 01179 555 271 info@mcbaille.co.uk, www.mcbaille.co.uk



5.1 We will provide the Food, Drink and Service of the Event in accordance with our quotation outlined in the Service Agreement

5.2 We will supply in addition, Equipment such as cutlery, crockery, glasses, decorations etc as far as listed in the Service Agreement

6) Your Obligations

6.1 You will supply all items required for the event that are not specifically listed in our Service Agreement

6.2 You will supply the venue for the event, unless agreed otherwise, and give us access at least 24 hours before the start time of the event, with all furniture and equipment in place. If this is not the case, you accept that we may not be able to provide the Food, Drink and Service as efficiently or at all.

6.3 You will provide a storage place for the food and drink as set out in the Service Agreement

6.4 Following McBaile's departure from the event, where any equipment is left on site such as linen, glasses, crockery or other, the client will be liable to pay damage/breakage charges should they arise at fault of yourself or guests within your party. Charges will apply at the market rate for specific items as determined by us. This will be invoiced to you separately after completion of the event and will be payable within 14 days of generation of the invoice. A pre-authorisation of 10% will be taken two weeks before the event for all events where equipment is being provided.

6.5 In the case of abusive, destructive or otherwise detrimental behaviour by you or any of your guests, party, or other persons associated with you, towards any of McBaile's staff, property, equipment or contractors, we reserve the right to withdraw any or all services immediately and to seek compensation from you to recover costs and or lost revenue as a result of such behaviour.

7) Insurance

We undertake to obtain insurance against liability for the negligence of anyone working with us and against circumstances which prevent us from fulfilling our contract.

8) Limitation of Liability

8.1 The following provisions set out our entire liability (including any liability for the acts and omissions of our employees) to you in respect of:

8.1.1 Any breach of our contractual obligations arising under this agreement; and

8.1.2 Any representation statement or tortious act or omission including negligence arising under or in connection with this agreement

8.2 Any act or omission on our part, falling within this shall be known as an 'Event of Default.'

8.3 Our entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the total Price paid by you for the Services agreed by us at the Event.

8.4 We are not liable to you in respect of any Event of Default for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or we had been advised of the possibility of you incurring it.

8.5 If a number of Events of Default give rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this agreement.

8.6 We shall have no liability to you in respect of any Event of Default unless you have served notice of it on us within 1 year of the date you became aware of the circumstances giving rise to the Event of Default or the date when you ought reasonably to have become so aware.

8.7 Nothing in this paragraph shall give you any right or remedy to which you would not otherwise be legally entitled.

8.8 We are not liable to you for loss arising from or in connection with any representations, agreements, statements or undertakings made prior to the date of this agreement.

8.9 In the instance that McBaile agrees to handle, process, cook and/or serve consumables provided by you or other 3rd parties, McBaile hereby assigns all liability, risk and claims to you in the case of, but not limited to, contamination, loss, injury to guests, yourself or the public or any other form of damage to either people or property. McBaile and its employees will however undertake to handle the consumables with the upmost care and follow industry best practice in the handling, storage and serving of food and consumables once given into its care. McBaile and its employees reserve the right, at any time including on the day of the event, to refuse to serve such consumables if they believe in their professional opinion that they present any risk either to themselves, you, guests or the public. McBaile will not be held accountable in any form for damages, claims or losses whether or not it exercises its right not to serve such consumables.

8.10 Food will be provided at the Event in the expectation of consumption within the schedule of the agreed timetable. You are warned that a delay in this may result in deterioration in quality and in risk to food hygiene and personal safety. You alone are liable for loss or injury to any person arising from any delay not attributable to us. Any food or drink provided by us, but consumed at a later time than the agreed schedule, or taken off



the event premises and consumed elsewhere, is done so at your own risk and we accept no responsibility as to the safe handling, storage or consumption of that food.

9) Force Majeure

9.1 Neither party shall be liable for any breach of its obligations resulting from causes beyond its reasonable control, which may include acts of God, fire, natural disaster, death or serious injury or illness of a close family member, war or military hostilities.

9.2 Each of the parties agrees to give notice immediately to the other upon becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to it.

9.3 We attempt at all times and with the greatest of care to fulfil our contract as laid out in the Service Agreement. However, at times, there may be circumstances out of our control which may affect our ability to provide these services, such as, but not limited to, natural disasters, acts of violence, acts of terrorism and serious injury or death. All reasonable attempts will be made under these circumstances to notify you of the situation and provide the best possible alternative service whether by ourselves or other service providers. We accept no responsibility, liability or recourse to compensation on your part as a result of such circumstances, subject to clause 7 above.

10) Waiver

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

11) Notices

Any notices to be served on either of the parties by the other shall be sent by first class post or pre-paid recorded delivery, facsimile or electronic mail and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile or email to the correct number or address.

12) Dispute Resolution

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following discussions and negotiations between a person or persons appointed or authorized by You and Us then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

(14) Jurisdiction



This contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

(15) Media Disclaimer

Due to the nature of our business, pictures and video of the food and event, including guests, will often be captured by both the client and McBaile. When booking Dineindulge, you as our clients are given the freedom to use this content across your personal media channels as you wish. By signing this contract you are also agreeing to allow the use of any of this content by McBaile for promotional purposes.