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<b>TERMS AND CONDITIONS OF TRADE</b>
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Please note that any events for which Leith's Limited ('the Company') cater at the Edinburgh International Conference Centre, our Terms of Trade, to which all quotations, estimates and agreement are subject are as follows :-

1. The term 'Cash Sale' means the provision of cash sale facilities. The term 'Staff Cost' means our cost for employing casual or part-time personnel for the purpose of cash sales.
2. All charges are subject to VAT, unless otherwise stated.
3. All payments are requested in Sterling.
4. A minimum deposit of 80% of our estimated total charge (plus VAT) or, if the order is solely for cash, 80% of the agreed total (plus VAT), is required no later than 21 days prior to the event. Time for payment of the deposit and any other amounts due under these Terms of Trade is of the essence and the company reserves the right to cancel any event for which the amounts due hereunder have not been paid by the due dates
  - 4.1 If your organisation is located outwith the United Kingdom, 100% of the Total (plus VAT) will be required to be paid in advance of tenancy. Credit card details will be required to pay for the remainder of the balance post event (for items such as additional requirements or items taken on a consumption basis during the event).
  - 4.2 The price charged by the Company for the services at the event shall be the quoted price or where no price has been quoted, the prices listed in the Company's published price list current at the date of acceptance of the order.
  - 4.3 Where an event is booked, confirmation of the price will be made by the Company prior to the Event. Should the Company receive changes in its costs due to unforeseen circumstances, the Company reserves the right to make such changes to the quoted price to reflect any increase in cost to the Company
  - 4.4 If your event is for 100 covers or above we would be delighted to offer a tasting of your chosen menu prior to your function at the E.I.C.C. This service is offered at a nominal charge (to cover food cost and labour).
  - 4.5 Corkage will be charged on any products brought into the building which have not been supplied by the Company.
  - 4.6 Prices quoted for buffet menus are based on minimum numbers of 30.

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- 4.7 Our seated Luncheon and Dinner menu prices are based upon tables being a minimum of 10. E.I.C.C. tables and chairs are designed to accommodate this number comfortably. If tables of less than 10 are requested a commensurate charge may be levied to cover additional staffing costs as appropriate.
5. 7 working days prior to the event, a guaranteed minimum number of guests must be specified. Numbers given 72 hours prior to event will be the number charged to the final invoice.
- 5.1 Invoice queries must be forwarded within 7 days of receiving the invoice.
- 5.2 Insolvency of the customer. In the event of any of the following occurring, the Company may, without prejudice, to any other right or remedy available, terminate the contract and/or suspend any current and/or future service, under the contract without any liability to the customer.

The customer makes any voluntary agreements with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed of any of the property or assets of the customer; or the customer ceases, or threatens to cease to carry on business; or the Company reasonably comprehends that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly.

- 5.3 In the event of termination or suspension under Clause 5.2 hereof, the price for any services which have been provided to the customer shall become immediately due to the Company.
6. Please note that in the event of a cancellation, the following charges in relation to loss of full estimated revenue will apply:

**Cancellation received within :-**

<i>4 months notice of event</i>	<i>no charge</i>
<i>3 months notice of event</i>	<i>25% of Full Estimated Revenue</i>
<i>2 months notice of event</i>	<i>50% of Full Estimated Revenue</i>
<i>1 months notice of event</i>	<i>65% of Full Estimated Revenue</i>
<i>7-14 days notice of event</i>	<i>75% of Full Estimated Revenue</i>
<i>less than 7 days notice of event</i>	<i>85% of Full Estimated Revenue</i>
<i>less than 2 days notice of event</i>	<i>Full Estimated Revenue</i>

7. If an order having any element of cash sales is cancelled within two week-days of the event concerned the customer will also be liable for our charge of any foods already prepared for the Cash Sales and which we cannot sell otherwise or any beverage products for specific supply of the event.

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8. Where the number of guests attending an event is reduced below the final guaranteed number, the Company reserves the right to move the event to an alternative room. In addition to this, should numbers be reduced 7 days in advance of an event, any amount over 10% will be charged as cancellation. Neither is any guarantee given to deliver on any increase in numbers due to supplier constraints.
  - 8.1 Where the number of guests attending an event falls below the expected number within two weeks of the event date, where staffing is requested in excess of normal staffing levels, the Company reserves the right to charge a supplement.
  - 8.2 It is the customer's responsibility to notify the Company of its authorised representative(s) for the event and to ensure that all orders are signed for by the representative(s). Where the customer fails to notify the Company of its authorised representative(s), the figures recorded by the Company shall be conclusive and the customer shall be bound to pay the price for services. The Company will not accept any adjustments to the price unless this procedure is followed.
  - 8.3 In the case of vegetarian meals or dietary requirements differing from those ordered for the main body of guests, we will prepare the number of meals in accordance with that ordered by you (the customer) and notified to us in advance of the function.
  9. Following the event, a detailed invoice will be sent and payment of the balance is due to be paid within 30 days of the date of the invoice.
  10. If for any reason beyond our control we are unable to fulfil an order, we shall not be liable for damages or compensation but will return any payment made to us. If we are unable to fulfil an order in part, we shall not be liable for damages or compensation but our charge will be abated by a fair and reasonable apportionment.
  11. Each event will finish at the time stated. If any overruns occur, an additional charge may be made at the discretion of Leith's and the Edinburgh International Conference Centre.
  12. All goods of any kind placed in our care or that of the Edinburgh International Conference Centre's Management are entirely at the owner's own risk.
  13. The Laws of Scotland and the non-exclusive jurisdiction of Scotland will apply to any dispute.

*I/we have read and understood the above. We agree to abide by these Terms & Conditions.*

Signed \_\_\_\_\_ Date \_\_\_\_\_

on behalf of (Company) \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

on behalf of Leith's \_\_\_\_\_

These terms and conditions replace all other versions

**Aquaculture Europe**  
**20<sup>th</sup> – 23<sup>rd</sup> September 2016**