

Terms and Conditions with Russell It Up Events
Albury, Guildford.

Booking Your Date and deposit payment with Russell It Up Events

1. All event bookings must be confirmed in writing by the Client, via email is acceptable.
 2. An agreed booking deposit is required to secure Russell It Up Events for the date of your event (this deposit is non-refundable and secures your date)
 3. All bookings are subject to minimum guest numbers, these will be confirmed in writing by Russell It Up to the Client.
 4. Payment methods available include bank transfer, cheque (providing there is enough time for the cheque to clear before the event date) and cash.
3. **Additional Deposit**
1. An additional deposit would be required for all non-service bookings (this will be added at hire cost plus 10% to cover any breakages or losses) when black trays, glassware, crockery or utensils etc. are provided by Russell It Up for use by the Client during their event.
4. **Booking Confirmation**
1. Once the Clients deposit/s have been received a confirmation will be issued by Russell It Up together with a confirmation, both via email which will include details of menus, costs and the payment structure.
 2. Once a date has been secured a site visit by Russell It Up Events can be requested by the client if required.
5. **Variations to the Price**
1. All bookings are subject to minimum guest numbers which will be discussed with the client and then confirmed by Russell It Up at the time of booking.
 2. Where children are attending prices can be discussed for any children under 8 years old.
 3. Any variation to menu selections for children must be discussed with Russell It Up as soon as possible so menus can be revised accordingly.
6. **Payment of Total Event Costs Prior to Event**
1. Payment in full is required for all catering services to be provided by Russell It Up prior to the event.
Payment schedule is as follows:
 - A Non-Refundable deposit of an agreed amount is due on confirmation of your event to secure your date.
 - A Payment Plan will be setup for the full amount of your Event. Full details of this will be included on your Invoice.
 2. Final guest numbers must be confirmed to Russell It Up at a time agreed with the client on time of booking.
 3. The information provided at this point will be used to produce your total event cost invoice, arrange staff and co-ordinate with your venue. Once our invoice is received by the Client payment must be received as indicated in section 1 of point 6. After final numbers have been provided to Russell It Up we are happy to accept any increases in requirements however no reduction will be possible, as long as a notice period is agreed and adhered to.

4. Should Russell It Up be advised of any increases following payment and less than two weeks prior to the event, we accept the right to accept these and will raise an additional invoice following the event for these guests or extras food needed, payment will then be due for immediate settlement by the Client.
5. As cancellation insurance is not available to a catering supplier, the Client is advised to arrange such insurance to recover their losses.

7. Cancellation Charges

1. In the unfortunate event of a booking having to be cancelled confirmation in writing will be needed from the Client. Your deposit will be retained and the following charges will be incurred
 1. Cancellation received with less than one months notice prior to the event – 50% of the total event cost
 2. Cancellation received less than two weeks prior to the event – 100% of the total event cost
2. The total event cost will be based on the number of confirmed guests attending at the agreed price per head. Should guest numbers be unconfirmed at the time of cancellation the total event cost will be based on the originally quoted/estimated guests numbers.
3. Any additional costs incurred by Russell It Up in preparing for the event up until the time of cancellation will be charged to the Client. This is to cover any losses caused to Russell It Up for administration costs, travel, supplies etc. and will be discussed fully in event of cancellation.

8. Dietary Requirements and Allergies

Russell It Up will endeavour to provide suitable adaptations to the Clients menu for any guests with special dietary requirements or allergies. We cannot however take responsibility for any guests unless advised in advance with appropriate notice. Please note that whilst we may not be providing dishes containing any of the ingredients that need exclusion, we must stress that our kitchen may have traces of all products in it.

9. Clients Food and Drinks

1. We accept no liability for any food supplied to the Client by another caterer (or food products suppliers by the Client themselves) in addition to those arranged by Russell It Up.
2. Where the Client has made additional arrangements (for example an evening hog roast) Russell It Up may require a Food Disclaimer Form to be completed and returned with the required notice prior to the event.
3. Russell It Up will happily serve a Clients arrival drinks, table wines etc. during their event subject to waitress fees or corkage, please ask for further details.

10. Client's use of Russell It Up's Property and Clients Personal Property or Gifts

1. The Client agrees to pay for any loss or damage to any equipment, crockery, cutlery or glassware supplied by Russell It Up for the event, (even when hired) including any issues caused by the Client guests.
2. The use of candles by the Client for centre pieces or decoration where Russell It Up have supplied table linen must be agreed prior to the event.
3. Any damaged and stained linen will result in an additional charge payable by the Client after the event.

4. Russell It Up will not be held responsible for the theft, lost or damage to any personal effects of the Client or gifts brought onto premises by the Client guests.

11. Liability of Russell It Up

Russell It Up accept no liability under any claim whatsoever (be it by negligence or otherwise) arising from any loss over the figure of the existing Russell It Up Public Liability Limit of Indemnity. Note that this figure, which may change from time to time, is available upon request.

12. Force Majeure

Russell It Up shall incur no liability to the Client if performance of the contract is prevented or hindered by any case whatsoever beyond Russell It Up's control and in particular but without prejudice to the generality of the foregoing, by act of fire, flood, subsidence, sabotage, accident, strike, or lock out and shall not be liable for any loss or damage resulting there from suffered by the Client.

14. Future Changes to Terms and Conditions

Russell It Up reserve the right to change our Terms and Conditions when necessary due to the continual evolving nature of our business but only with prior agreement with the clients. It is your responsibility to ensure that you are up to date with our Terms and Conditions.

Full Privacy Notice from May 2018

This privacy notice lets you know what happens to any personal data that you give to us, or any that we may collect from or about you. It applies to all services, and instances where we collect your personal data. This privacy notice applies to personal information processed by or on behalf of Cloverdale Catering. We may change this privacy notice from time to time by updating this document in order to reflect changes in the law and/or our privacy practices.

• Data Protection Officer

Russell It Up are a data controller of your personal data. We have a data protection officer ("DPO"). You can contact the DPO by writing to us.

• What kinds of personal information about you do we process?

Personal information that we'll process in connection with all of our services and as an employer, if relevant, includes:

- Personal and contact details, such as title, full name, contact details including postal address, telephone number, email address
- Family members(if relevant to the service, e.g wedding or funeral catering arrangements or as an employer e.g emergency contacts)
- Records of your contact with us such as contact via post, email or phone
- Event enquiries made by you, including history of those communications, whether you schedule an event or are sent information about our services
- Information we obtained from third parties, including information about venue, access and keyholder arrangements
- Details about you for the purpose of employment, including bank details, HMRC related records and pension
- Financial details about you, such as your payment method(s) or bank details
- Your marital status, family, lifestyle or social circumstances, if relevant to the service or as an employer

- **What is the source of your personal information?**

We'll collect personal information from the following general sources:

- From you directly, and any information from family members, associates, venue etc.
- Information generated about you when you use our services or as an employer
- Other intermediary who we work with to provide services to you or the HMRC as an employer

- **What do we use your personal data for?**

We use your personal data, including any of the personal data listed in section 2 above, for the following purposes:

- Customers:

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- Assessing your enquiry including considering whether or not we are able to offer services, the price, the location, availability
- Managing the service you schedule with us
- Updating your records to allow us to provide the correct level of service
- To perform our services and internal processes
- To improve the operation of our business
- To follow guidance and best practice under the change to rules of governmental and regulatory bodies
- For management and auditing of our business operations
- To monitor and to keep records of our communications with you and our staff
- To provide personalised content and services to you, such as tailoring and services
- To develop our services and to review and improve current options available to our client base
- To comply with legal and regulatory obligations, requirements and guidance
- To provide insight and analysis of our customers both for our business as part of providing services, and to help improve services, or to assess or improve the operating of our business
- To share information, as needed, with business partners (for example, venues),

- Employees:

- To perform any internal processes including processing payroll, pension, health and safety and training
- To improve the operation of our business
- For management and auditing of our business operations
- Assessing your suitability for a position including experience and location
- To monitor and to keep records of our communications with you
- To comply with legal and regulatory obligations, requirements and guidance

- **What are the legal grounds for our processing of your personal information (including when we share it with others)?**

We rely on the following legal bases to use your personal data:

- Where it is needed to provide you with our services, such as:

1. Assessing a request for a service including considering whether or not to offer you service
 2. Managing services
 3. Updating your records (where appropriate)
 4. Sharing your personal information with business partners and services providers
 5. All stages and activities relevant to managing the service including enquiry, administration and management of event
- Where it is in our legitimate interests to do so, such as:
 1. Managing your services relating to that, updating your record (where appropriate)
 2. To perform and/or test the performance team, services and internal processes
 3. To follow guidance and recommended best practice of government and regulatory bodies
 4. For management and audit of our business operations
 5. To carry out monitoring and to keep records of our communications with you and our staff
 6. Where we need to share your personal information with people or organisations in order to run our business or comply with any legal and/or regulatory obligations
 - To comply with our legal obligations
 - Where it is needed as an employer
 1. To perform any internal processes including processing payroll, pension, health and safety and training
 - With your consent or explicit consent:
 1. For some marketing communications

• When do we share your personal information with other organisations?

We may share information with the following third parties for the purposes listed above:

- Business partners (e.g venue, marquee and crockery providers) or others who are a part of providing your service
- Other organisations and businesses who provide services to us such as card transaction providers, IT software and maintenance providers, document storage providers and suppliers of other back office functions
- As an employer we may share details in relation to the process of payroll, pension, health and safety and training

• How and when can you withdraw your consent?

Where we are relying upon your consent to process personal data, you can withdraw this at any time by contacting us using the details provided.

• What should you do if your personal information changes?

You should tell us so that we can update our records using the contact details provided. We'll then update your records as necessary.

• Do you have to provide your personal information to us?

We are unable to provide you with services or offer employment if you do not provide certain information to us. In cases where providing some personal information is optional, we'll make this clear.

• Do we do any monitoring involving processing of your personal information?

In this section monitoring means any: listening to, viewing of, intercepting of, or taking and keeping records (as the case may be) of calls, email, social media messages, in person (face to face) meetings and other communications.

We may monitor where permitted by law and we'll do this where the law requires it, or to comply with regulatory rules, to prevent or detect crime, in the interests of protecting the security of our communications systems and procedures and for quality control and staff training purposes. This information may be shared for the purposes described above.

- **For how long is your personal information retained by us?**

Unless we explain otherwise to you, we'll hold your personal information based on the following criteria:

- For as long as we have reasonable business needs, such as managing your event and managing our operations, the duration of your employment with us
- For as long as we provide goods and/or services to you
- Retention periods in line with legal and regulatory requirements or guidance
- **What are your rights under data protection laws?**

Here is a list of the rights that all individuals have under data protection laws. They don't apply in all circumstances. If you wish to use any of them, we'll explain at that time if they are engaged or not. The right of data portability is only relevant from May 2018.

- The right to be informed about the processing of your personal information
- The right to have your personal information corrected if it is inaccurate and to have incomplete personal information completed
- The right to object to processing of your personal information
- The right to restrict processing of your personal information
- The right to have your personal information erased (the "right to be forgotten")
- The right to request access to your personal information and to obtain information about how we process it
- The right to move, copy or transfer your personal information ("data portability")

You have the right to complain to the Information Commissioner's Office which enforces data protection laws: <https://ico.org.uk/>. You can contact us using the details below.

- **Your right to object**

You have the right to object to certain purposes for processing, in particular to data processed for direct marketing purposes and to data processed for certain reasons based on our legitimate interests. You can contact us using the details provided to exercise these rights.

Signed on behalf of the client accepting the terms and conditions of Russell It Up Events

Name

Company/organisation if relevant

Date of acceptance

Thank you on behalf of Russell It Up Events

Martine Goddard