

## **Chef Duncan Smith: Terms and Conditions**

### **1. Booking Confirmation:**

- All bookings are subject to availability and confirmation by Chef Duncan.
- A booking is considered confirmed once both parties have agreed on the terms and conditions and any required deposits or payments have been received.
- Chef Duncan is not liable for any issues as a result of recommending any other private chef, hospitality or catering provider.

### **2. Pricing and Payment:**

- The cost of hiring Chef Duncan will be discussed and agreed upon prior to booking.
- Pricing will vary based on factors such as the number of guests, menu complexity, location, and additional services requested.
- A deposit of between 10 and 20% will be charged to confirm the booking. This is refundable up to 1 calendar month prior to the start of the booking.
- Full balance is due 2 weeks prior to the start of the booking.
- Any outstanding balances (for example, food receipts or travel compensation) must be settled on the final day of the booking.

### **3. Dietary Requirements and Allergies:**

- Chef Duncan is capable of accommodating dietary restrictions, food allergies, and personal preferences.
- It is the client's responsibility to inform Chef Duncan about specific dietary requirements and allergies (dietary and non-dietary) when making the booking. No liability will be accepted if the proper information is not communicated, and Duncan reserves the right to cancel the booking at any point if he considers dietary requirements are significantly beyond the original agreement.

### **4. Menu Planning and Changes:**

- Chef Duncan will work with the client to plan the menu based on their preferences and dietary requirements.
- Any changes or modifications to the menu must be communicated in a timely manner before the event.
- Chef Duncan reserves the right to make minor menu adjustments based on ingredient availability or quality.

### **5. Cancellations and Rescheduling:**

- Cancellation by the client more than 1 calendar month prior to a booking starting entails a full return of deposit and any other monies paid, minus any money transfer fees and/or costs incurred.
- Chef Duncan reserves the right to cancel the booking at any time, in which case a full refund of the deposit and any other monies paid will be provided, regardless of when the cancellation is made.
- Cancellation by the client less than 1 calendar month prior to a booking starting means no automatic right to a refund of deposit or total balance.

- In this situation any refund is entirely at Chef Duncan's discretion. Chef Duncan will try to find a replacement booking and refund the cancelling client, but this is no guarantee, and he may choose to keep some or all of monies paid.

#### 6. Liability and Insurance:

- Chef Duncan and his team will take all necessary precautions to ensure the safety and quality of the food prepared.
- Chef Duncan holds appropriate liability insurance, but it is the client's responsibility to ensure that their premises are suitable and safe for hosting the event.

#### 7. Gratuities:

- Gratuities are not included in any charges and are at the client's discretion.

#### 8. Client Responsibility:

- The client is responsible for providing accurate information regarding the event, including but not limited to, the number of guests, location, and any specific dietary or other requirements.
- The client is responsible for ensuring the availability of necessary facilities, such as a fully functional kitchen, electricity, gas, hot water, cooking equipment, crockery, glassware and utensils.

#### 9. Reviews and Testimonials:

- Chef Duncan may request permission to use reviews, testimonials, or photographs from the event for promotional purposes, either online or via other marketing channels.

#### 10. Force Majeure:

- Chef Duncan shall not be held responsible for any delay or failure to perform his obligations under unforeseen circumstances or events beyond his control, such as **extreme weather**, natural disasters, strikes, or government regulations.
- Chef Duncan will not be liable for any loss or damage incurred by the client in this situation.

#### 11. Governing Law and Jurisdiction:

- These terms and conditions shall be governed by and interpreted in accordance with the laws of the jurisdiction of the country in which Chef Duncan operates.
- Any disputes arising from these terms and conditions shall be subject to the exclusive jurisdiction of the courts in that jurisdiction.

#### 12. COVID-19:

- Any concerns regarding COVID-19 must be discussed with Duncan as soon as possible. Duncan will take precautionary measures such as wear a mask if requested to by the client.
- Should the booking have to be cancelled due to reasons of COVID-19 (for example, travel restrictions) less than 1 month prior to the booking beginning, any refund is entirely at Chef Duncan's discretion.

By booking Chef Duncan's services, the client acknowledges that they have read, understood, and agreed to these terms and conditions.

