

## General Jezeršek gostinstvo d.o.o. Catering Services Terms and Conditions

The General Terms and Conditions apply to event organisation and catering services of Jezeršek gostinstvo d.o.o. (hereinafter the Service Provider).

By confirming the order, the Client is considered to have been made familiar with the subject General Terms and Conditions and furthermore accepts them in their entirety.

- The quote is valid until the expiration date of the quote or until available capacities are filled.
- The quote for the catering services to be provided by the Service Provider must be confirmed by the Client by clicking the “Confirm” button in cases where the quote was communicated via the configurator, or in writing via e-mail to the e-mail of the Service Provider’s contact person no later than 10 work days before the event. The following information must also be coordinated:
  - Day and time of the event start.
  - Total number of guests (+/- 10%).
  - Exact location and venue.
  - Quote confirmation (menu, drinks, equipment and other services).
- The Client must confirm the accurate number of guests no later than 48 hours before the event.
- In case the number of agreed upon meals is reduced 48 hours or less before the event (by 10% or more), the selection of dishes may be appropriately reduced upon agreement with the Client, or instead the Service Provider reserves the right to a price increase.

- During the event, it is impossible to reduce or increase the number of meals and/or the selection of dishes.
- The Service Provider reserves the right to a surcharge if the Service Provider is required to arrive at the event location early by the Client.
- The Service Provider reserves the right to a surcharge for additional costs incurred if the Client has not provided factual information regarding the technical suitability of the event venue (e.g., access and logistics, use of water and electricity).
- In the case of inadequate electrical installations or power outages which render the provisioning of services impossible or excessively difficult to complete, the Service Provider is not obligated to provide catering services.
- If the number of guests at the event is greater than agreed, the Service Provider reserves the right to a surcharge for each additional person attending the event, regardless if extra food quantities were supplied or not.
- Because we aim to make our culinary experience enjoyable for every guest, upon notice, the Service Provider can prepare food in line with special dietary requirements. This excludes meals for persons with allergies/food intolerances since it is impossible to completely eliminate every trace of allergens from the Service Provider's work environment.
- Upon prior arrangement, menu prices include three different dietary habits or specificities (e.g., vegetarian, Coeliac disease and kid's menu) for up to 5% of persons based on the total number of ordered meals. The Service Provider reserves the right to a surcharge for every additional meal or special dietary habit or specificity.
- If the duration of the event is longer than agreed, the Service Provider will impose a charge for each additional hour until the departure of the final guest or until tidying up starts.
- If the project manager and the Client agree that the inventory and equipment are to remain at the location and collected in the following days, the Service Provider will impose a transport cost surcharge.
- The Service Provider reserves the right to a surcharge if the Client fails to provide all the required information on time or in case of incorrect information.
- The Service Provider reserves the right to a price increase if, based on the above-indicated deadlines, the number of guests, confirmed menus, selection of drinks or other agreed upon services have changed.

- The Service Provider reserves the right to a price increase proportionally to food, energy and labour cost increases. This applies to all food and drink services which are removed 3 months or more from the date of quote confirmation.

### **MINIMUM EVENT LOCATION STANDARDS**

- The location must be accessible with a goods vehicle.
- The Client must provide for all the necessary permits regarding the access of vehicles to the location.
- The Client must provide for the tidying up of the location before the event, after preparatory activities, during the event as well as after it has concluded.
- The venue and unloading area must be max. 30m apart.
- The basement and floors must be accessible by means of a lift, min. dimensions 120 x 80cm.
- All areas must be accessible with trolleys and pallet trucks.
- Guest area size:
  - Standing reception 1m<sup>2</sup>/guest
  - Strolling reception 1.5m<sup>2</sup>/guest
  - Seated reception 2m<sup>2</sup>/guest
- Technical area (back office/kitchen):
  - Dimensions:
    - Minimum 15m<sup>2</sup> for simple receptions for up to 100 persons with cold hors d'oeuvres.
    - For more intricate receptions, the area size must be determined beforehand.
  - Equipment:
    - Three-phase power
      - 32A 5-pole socket
      - 20-150kW coupling power (based on event complexity and size)
      - Sink for washing hands
      - Water and drainage connection
  - The location must be equipped with a separate toilette for the needs of the Service Provider's staff.

- Water and power connections – max. distance from technical area 10m; drainage connection; the drain must be located inside the area.

In case the selected location does not meet the minimum standards, the Client must inform the Service Provider who may, based on the technical conditions, adjust the event quote.

In case the venue does not provide for suitable working conditions, the Service Provider is not required to carry out the event and has the right to terminate the collaboration.

### **ADDITIONAL SERVICES AND SURCHARGES PRICE LIST**

- Delivery/collecting in Ljubljana, Kranj and vicinity per vehicle (up to 50km from Sora): €110.00 + 22% VAT
- Delivery to other locations in Slovenia per km €1.10 + 22% VAT
- Urgent delivery on the Client's request €2.40 + 22% VAT per km
- Staff (event manager, chef, server, transport etc.) per hour €20.00 + 22% VAT

#### The Service Provider may impose a surcharge in the following cases:

- If the client communicates the data indicated in the General Terms and Conditions later than 10 days before the event, all prices determined in the quote are increased by 10%.
- If the number of guests is increased 48 hours before the event, all prices are increased by 10%.
- If the Client requires the event to be set up before the agreed time (Note: The event starts the moment when the food and drinks are ready for serving), the Service Provider will charge additional staff working hours.
- If the total number of guests is reduced by more than 10% 48 hours before the event while the menu is not adjusted, the agreed upon menu price can increase be increased by 10%.
- If the venue does not meet the minimum standards and the Service Provider has to provide for additional staff, the Service Provider may impose a charge in line with the additional services and surcharges price list for the additionally rendered services.
- If the venue does not meet the minimum standards while the Service Provider was not informed of the situation and did not approve the conditions, the

Service Provider will impose a surcharge of 10% of the total quote value attributable to the execution and resolution of the situation.

- If the number of guests is increased by more than 10% of the agreed upon total 10 days or less before to the event, the Service Provider will impose a charge for each additional event guest in the total of 120% of the per person reception price. This total is charged regardless if the Service Provider has had to deliver additional meals.
- If the number of special diets is greater than included in the price, a surcharge will be imposed.
- If the event lasted longer than agreed and determined in the quote, the Service Provider will impose a charge for every additional staff work hour.
- If the Client does not confirm the extension of the event duration, the Service Provider will begin tidying up and clearing away the equipment half an hour after the determined time.
- Additional staff and ad hoc transport (e.g., additional deliveries and inventory collecting the next day) are charged based on the valid price list.

#### **CANCELLATION OF A CONFIRMED EVENT**

- The cancellation of an already confirmed event must be notified in writing. The cancellation date is the day of receipt of the written notice on event cancellation.
- If the event is cancelled more than 10 days before the event, the client must pay the Service Provider 40% of the total value of the agreed upon quote.
- If the event is cancelled less than 10 days before the event, the client must pay to the Service Provider 80% of the total value of the agreed upon quote.
- If the event is cancelled less than 2 days before the event, the client must pay to the Service Provider 100% of the total value of the agreed upon quote.
- The Service Provider does not assume responsibility for the cancellation of an already confirmed event in case of precipitation (rain, hail, snow, sleet), fire, explosion, force majeure (earthquakes, floods) or force majeure of an administrative nature, such as action by public authorities on the prohibition of mass events, introduction of a day of mourning or restriction of movement.

## **PAYMENT TERMS**

- The ordered services must be paid in accordance with the confirmed quote and the final invoice 14 or 30 days after the execution of the event at the latest. The service provider may require advance payment as follows:
  - 50% – advance payment based on a pro forma invoice; remaining 50% – payment based on an issued invoice.
  - 80% – advance payment based on a pro forma invoice; remaining 20% – payment based on an issued invoice.
- In case of late payment, Jezeršek gostinstvo d.o.o may impose statutory interest on late payment.
- The Service Provider issues the invoice for the services rendered on the next workday following the event. The Client must communicate to the provider via the configurator or in writing the billing data at the moment of confirmation of the quote or the execution of the contract and confirmation of the purchase order.
- If the agreed upon total exceeds €10,000.00 or the event is executed abroad or for a client with head offices located abroad, the following payment terms apply:
  - 30% of the agreed total when the order is confirmed or the contract is executed.
  - 60% of the agreed total 10 days before the event.
  - 10% of the agreed total 14 days after the rendered service.
- The invoiced total cannot be reduced after the execution of the event nor can additional discounts be applied in the following cases:
  - The Client has not informed the Service Provider of a change regarding the number of meals at least 48 hours before the event.
  - A smaller number of guests attends the event (e.g., last minute cancellations or non-arrivals) than the confirmed number of meals.
  - If there is leftover food as a result of a smaller number of guests. At every event, we offer our guests *nezavrečke* – free food packaging with which we encourage our guests to take the leftovers home after the event and enjoy them later. After a specified period of time, the remaining food needs to be discarded according to HACCP guidelines.

IMPORTANT: Please communicate any possible particulars regarding billing at least 24 hours before the start of the event. No further changes are possible after the invoice has been issued.

Catering services include the services which encompass the delivery of food, both prepared and unprepared, and/or drinks and additional services in a scope that permits the immediate consumption of food and drink.

### **ADDITIONAL SERVICES**

If the Client desires:

- To use nametags for the guests, the Client has to deliver the final guest list (in Word or Excel format) 3 work days before the event at the latest.
- To include a custom logo on the printed materials (e.g., names of dishes, menu cards etc.), the logo must be delivered to the Service Provider in a vector format (.pdf, .png) no later than 3 days before the event.
- To use a custom font on the printed materials (e.g., names of dishes, menu cards etc.), the font must be delivered to the Service Provider no later than 3 days before the event.
- To use dish names, menu cards etc. in a foreign language, the Client must inform the Service Provider no later than 5 days before the event. Similarly, the Service Provider must be notified which language the information should be translated into.
- To include additional text (quotes etc.), the Client must inform the Service Provider of his or her wishes no later than 3 days before the event.

If the materials (e.g., logo, graphic design etc.) that the Client communicates to the Service Provider are inadequate, the Service Provider is not obligated to carry out the service. If the service requires the collaboration of an external designer, the Service Provider will impose a design surcharge to the Client.

Sora pri Medvodah, July 2022