

BIG MAMMADRID FOOD S.L. – TERMS AND CONDITIONS

These terms and conditions apply to all Contracts of any kind made by BIG MAMMADRID FOOD S.L. (the **Establishment**) and its Customers and apply to all reservations, bookings and agreements for dining, function room hire and use of all Services offered by the Establishment.

These General Conditions prevail over all agreements or stipulations to the contrary, including in particular, the Customer's general purchasing conditions. They cancel and replace the general conditions that may have governed previous relations between the Parties.

In the event that the Booking Form is signed in the name of a company, partnership, agency, firm, club, or similar society, the person signing represents to the Establishment that they have full authority to sign the Booking Form. In the event that they are not so authorised, they will be personally liable for the complete performance of the Contract with the Establishment.

1. Definitions and Interpretation

1.1. In this Contract, the following words and phrases shall have the following meaning, unless the context otherwise requires:

"Business Day": Monday to Friday (inclusive) except bank or public holidays in England.

"Contract": the Booking Form and the Conditions, as amended from time to time.

"Conditions": these terms and conditions, as amended from time to time.

"Customer": the person, firm or company booking an Event.

"Establishment": BIG MAMMADRID FOOD S.L.

"Services": the services to be provided by the Establishment under this Contract as set out in the Booking Form.

1.2. The headings in this Contract are for ease of reference only; they do not affect its construction or interpretation.

1.3. A reference in this Contract to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes all subordinate legislation made from time to time under that statute or statutory provision.

1.4. Any words in this Contract following the expression including, include or in particular, or any similar expression, are to be construed as illustrative and do not limit the sense of the words preceding that expression.

2. Booking conditions

2.1 To make an Event booking, the Customer must be at least 18 years old and be legally capable of entering into a contract.

2.2 Event bookings are confirmed upon receipt of the signed Booking Form and the payment of a **fifty percent (50%) deposit** of the Charge of the Event including VAT.

2.3 The **balance** of the Charge for the Event including VAT must be paid no later than **seven (7) days** before the Event.

2.4 If the Customer fails to make payment of the deposit the Establishment does not confirm the reservation and does not guarantee the Service. After such time the Establishment reserves the right to release the reservation (without notice to the Customer). In addition, any request not notified on the Booking Form will be invoiced to the Customer. The booking is not considered confirmed until the Book Form is signed and returned and the deposit paid.

2.5 Any fraud that contravenes these Conditions may result in the Establishment refusing, at any time, access to the Services. The Booking Form constitutes the special conditions which modify or supplement these Conditions.

2.6 In addition, the Establishment reserves the right to refuse the holding of any Event on its premises because of the nature of the Event, its consequences or the risks it is likely to present.

3 Cancellation by the Customer

3.1 Any cancellation by the Customer of a confirmed booking must be made in writing by email to privatizaciones@bigmamma.com and will be of no effect unless acknowledged in writing by the Establishment.

3.2 In the event of total or partial cancellation of a confirmed booking by the Customer, the Charge for the Event will remain due in the following circumstances and in the following proportions:

- cancellation or no-show between **one (1) month and twenty one (21) days** before the Event: **fifty percent (50%) of the deposit paid**.
- cancellation or no-show between **twenty one (21) days and up to forty eight (48) hours** before the Event: **one hundred percent (100%) of the deposit paid**.
- cancellation or no-show occurring less than **forty eight (48) hours** before the Event: **one hundred percent (100%)** of the Charge including VAT.

In the above cases, the sums must be paid within **eight (8) days** after the cancellation/no-show.

3.3 If the Customer wishes to postpone and/or change the date of the Event, the Establishment will make its best efforts to find another available date, it being understood that the deposit paid will be kept whether the Event is postponed or not, **and if the request was made less than twenty one (21) days before the event**.

3.4 In addition to the provisions of the previous article, the establishment will charge a fee:

- Of **ten percent (10%)** of the total Charge of the Event if the Customer requests to postpone between **twenty one (21) days and up to forty-eight (48) hours before said Event**.
 - Of **twenty percent (20%)** of the total Charge of the Event if the Customer requests to postpone less than **forty-eight (48) hours before said Event**.
- It being understood that these fees will apply whether the Establishment manages to postpone the Event or not.

3.5 Temporary Covid Cancellation Policy: given the health context and government instructions, in the event of total or partial cancellation of a confirmed booking by the Customer, the Charge for the Event will remain due in the following circumstances and in the following proportions:

- cancellation **fifteen (15) days or more** before the Event: the Establishment will offer an alternative date for the Event or refund the deposit amount paid by the Customer.
- cancellation between **fourteen (14) days and up to forty eight (48) hours** before the Event: **forty percent (40%)** of the Charge including VAT.
- cancellation or no-show occurring less than **forty eight (48) hours** before the Event: **seventy percent (70%)** of the Charge including VAT.

4.Cancellation by the Establishment

4.1 The Establishment may cancel a confirmed booking without any liability being incurred whatsoever to the Customer in the event that the Customer becomes insolvent or enters into liquidation/receivership, is in breach of any of the terms of this Contract or the Customer fails to pay the requested deposit or funds have not cleared or the restaurant is closed due to Force Majeure circumstances. (as set out at paragraph 8 of these Conditions).

4.2 The Establishment may cancel a confirmed booking and return the client's deposit or any payment of the Charge, or offer another Establishment venue if the Venue is closed down due to events and circumstances beyond the control of the Establishment such as: fire, mechanical or electrical breakdown, staff dispute, by order of the public authority or the Establishment resolves to refurbish the Venue on a date which commences on, or remains ongoing on, the date of the Event. The Customer may not under any circumstances attempt to claim the payment of any additional costs or damages incurred in this respect and the Customer will be responsible for the organisation of the event in another establishment.

5. Conditions for changing number of guests

5.1 The Booking Form indicates the guaranteed minimum number of guests attending the Event.

5.2 The final number of guests must be sent to the Establishment at least **fourteen (14) Business Days** before the date of the Event. Any increase or decrease in the number of guests set out in the Booking Form must be communicated to us in writing by email to privatizaciones@bigmamma.com. Under no circumstances the number of guests should exceed the maximum number of covers of the room, as stated in the brochure on our website.

5.3 Whilst the Establishment will make every reasonable endeavour to accommodate any increase in the number of guests attending the Event, if the Establishment is not notified of such increase in final numbers at least **fourteen (14) Business Days** before the date of the Event, the Establishment cannot be held accountable for failure to provide such Service and will charge accordingly for the provision of the additional Service.

5.4 The Customer must communicate, at the latest **fourteen (14) Business Days** before the Event, the choice of a common menu for all the guests. Otherwise, the Establishment authorises itself to determine the menu while respecting the interests of the Customer, the latter not being able to claim any compensation. Special dietary requirements should be notified to the Establishment no later than **fourteen (14) Business Days** before the Event. Provision of special dietary requirements is included within the Charges.

6. Charges

6.1 Charges for the Services are inclusive of VAT. The Charges of the Services are the current rate at the time of signing the Booking Form. Any discount previously granted may be modified when signing all new Quotes.

6.2 The Establishment remains free to modify the Charges for the Services at any time, such modification that should not however affect any Contract previously and validly concluded with the Customer.

6.3 The Establishment's obligations are strictly limited to the Services described in this Contract. Therefore, supplies or works not included in this Contract must be the subject of an agreement.

7. Liability

7.1 The Establishment shall not be held responsible for any loss or damage to any property belonging to or brought onto the Venue by any person, save as required by law.

7.2 Nothing in these Conditions shall limit either the Customer or the Establishment's liability for death or personal injury resulting from negligence, for fraud, for fraudulent misstatement, or for fraudulent misrepresentation.

7.3 The Customer is responsible for the collection of all belongings within **forty eight (48) hours** of the Event. After this time the Establishment reserves the right to dispose of uncollected items.

7.4 The Establishment shall not be responsible for any loss due to mechanical breakdown, failure in electricity supply, flood, fire, government restriction or force majeure that may cause the premises to be temporarily closed or the event to be interrupted.

7.5 The Customer is responsible for all persons who attend the Event and shall be responsible for any damage caused to the Venue, its fixtures, furnishings and equipment. The Customer will be made aware no later than **forty eight (48) hours** after the Event of any chargeable damage and an invoice will be raised.

7.6 The Customer shall indemnify the Establishment, its agents and employees and assigns from all/any liabilities, losses, damage, claims and expenses (including but not limited to legal expenses) of any nature relating to or arising out of the failure of the Customer to perform or comply or procure compliance with this Contract and their legal obligations generally.

8. Third Party Suppliers and indemnity/insurance

8.1 The prior consent of the Establishment must be obtained for any entertainment or services contracted for the Event by the Customer.

8.2 The Customer shall indemnify the Establishment for any loss or damage resulting from the acts or omissions of such third party suppliers. The Customer must ensure that the third party supplier provides adequate insurance and observes all health and safety requirements.

8.3 The Customer must on request supply to the Establishment copies of public liability insurance policies with a minimum limit of liability of £5 million per claim or such other insurance as may be required from the Establishment and the receipts for the last premium due for all third parties to cover as a minimum any damage or injury to the Establishment or any of its property, staff, any plant and equipment of the Establishment, any guest of the Customer or the Establishment or of any Customer resulting from any activity of the third party or arising out of the third party supplier being on the premises of the Establishment or in respect of any equipment brought onto the Establishment premises by the third party supplier.

9. Force majeure

9.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control, including, but not limited to, war, strikes, riots, fires, floods, acts of God, governmental restrictions, and power failures.

9.2 The party victim of the force majeure event will notify the other party in writing upon the occurrence of said event and the performance of its obligations under this Contract will then be suspended.

9.3 In the event of force majeure, the parties will come together in order in order to complete the obligations under the Contract:

- If the impediment is temporary, the performance of obligations will be suspended unless the resulting delay justifies the termination of the Contract ;
- If the impediment cannot be remedied, the contract will be terminated and the parties will be released from their obligations.

9.4 Termination will result in payment upon receipt of the invoice for all the services provided in whole or in part and the costs incurred on the date of termination by the Establishment for the execution of the Contract until the date of occurrence of force majeure event.

9.5 In any event, the Establishment is not bound to pay any compensation to the Customer in the event of force majeure.

10. Personal Data

Privacy and personal information are important to the Establishment. Any personal information that the Client provides the course of making a booking will be dealt with

in line with the Establishment's Privacy Policy, which explains what personal information it collects from its Customers, how and why it collects, store, uses and shares such information, the Customer's rights in relation to their personal information and how to contact the Establishment and supervisory authorities in the event the Customer has a query or complaint about the use of their personal information.

11. Establishment logos and intellectual property

11.1 Any advertising and / or communication medium of the Customer reproducing the Establishment's logos or other intellectual property, in any form and on any medium whatsoever, must be subject to the prior written authorisation of the Establishment.

11.2 The Customer undertakes to obtain the prior written authorisation of the Establishment for any recording, editing, distribution and / or reproduction of photographs, images, videos, advertising spots and / or reports, recorded and / or filmed within the Establishment.

12. Applicable laws

The Contract, including these Conditions and any non-contractual obligations arising out of or in connection with them shall be governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction.