



# THE FLAVOUR KITCHEN

## TERMS AND CONDITIONS

Company name : The Flavour Kitchen  
At : Hilversum, the Netherlands

### Article 1. Definitions

In these general terms and conditions, the following terms are used in the following meaning, unless expressly stated otherwise.

The Flavour Kitchen : the user of these general terms and conditions  
Client : the counterparty

### Article 2. General

1. These terms and conditions apply to every offer, quotation and agreement between The Flavour Kitchen B.V. and a client to whom The Flavour Kitchen B.V. has declared these terms and conditions applicable, insofar as the parties have not expressly deviated from these terms and conditions in writing.
2. Any deviations from these general terms and conditions are only valid if they have been expressly agreed in writing.

### Article 3. Offers and quotes

1. The information provided by The Flavour Kitchen B.V. quotations made are without obligation; they are valid for 14 days, unless otherwise indicated. The Flavour Kitchen B.V. is only bound by the offers if the acceptance thereof is confirmed in writing by the other party within 14 days, unless indicated otherwise.
2. Orders to arrange meetings in the broadest sense of the word (whether or not with full catering), if the price is made dependent on the number of participants and this number has been provisionally specified in the order, will only be accepted under the condition that: that at least 5 working days before the event takes place, the correct number of participants has been supplied by the other party to The Flavour Kitchen B.V. has been notified. The Flavour Kitchen B.V. is entitled to request written notification of this.
3. Prices for the provision of (whether or not complete) catering are calculated on the basis of the number of persons specified by the other party. The payment conditions laid down in Article 5 apply to this. If no reservations have been made with the order for the number of participants, additional consumption will be charged to the other party afterwards on a subsequent calculation basis. If the other party does not comply with the obligation to state the number of participants, The Flavour Kitchen B.V. is entitled to calculate the price according to the provisionally stated number of participants.

### Article 4. Delays

1. If the client is not present at the agreed time, additional costs will be incurred by The Flavour Kitchen B.V. charged to client.
2. Major delays caused by the client may result in the cancellation of (parts of) the agreements, without any right to a refund for the client.



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## Article 5. Payment

1. All payments for delivered goods (caterer), catering, hired equipment and services (e.g. hired staff) must be made to The Flavour Kitchen B.V. without any deduction or set-off. within 14 days of the invoice date. This can be done by bank transfer or pin.
2. If the client does not pay within this agreed term, it is deemed to be in default by operation of law by the mere expiry of this term and The Flavour Kitchen B.V. without any notice of default from the client, the right to charge him an interest of 4% from the due date or that is equal to the interest at that time.  
applicable statutory commercial interest and the client will also pay all claim of The Flavour Kitchen B.V. extrajudicial collection costs with a minimum of 15% of the amount to be collected, as well as the judicial costs.  
If the client is a private individual/consumer, the extrajudicial costs will be subject to the provisions of the Extrajudicial Collection Costs Act and the Decree, and the statutory interest for non-commercial transactions. In addition, in case of default by the client, € 50,00 administration costs (excl. 21% VAT) will be charged per reminder (from the second reminder).
3. When granting the order, we ask the client for a deposit of 75% (orders with drinks on subsequent calculation is 100%) of the total amount quoted including VAT. You will receive a down payment invoice for this. The deposit must be paid 14 days before the start of the delivery or execution of the order via the payment method indicated on the deposit invoice. The remaining amount will be paid after the end of the service to The Flavour Kitchen B.V. be paid by bank transfer or pin, according to the payment conditions indicated in Article 5, paragraph 1.
4. If the down payment is not made on time, The Flavour Kitchen B.V. the right to dissolve the agreement without judicial intervention and notice of default, without the client being entitled to any compensation on that basis. All this subject to all rights of The Flavour Kitchen B.V. Any costs arising from the cancellation of an order with third parties, due to cancellation due to late payment, are for the account of the client.
5. Any collection costs to be incurred will be fully borne by the client with a minimum of 15% of the amount to be collected, as well as the legal costs.

## Article 6. Catering

1. Catering is exclusively provided by The Flavour Kitchen B.V. itself, unless explicitly agreed otherwise between The Flavour Kitchen B.V. and client.



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## Article 7. Cancellation by the Client

1. In the event of cancellation of the assignment or the ordered by the client, The Flavour Kitchen B.V. the cancellation costs below.
  - ☒ In the event of cancellation by the client within 11-14 days before the date of the assignment, the client owes 25% of the quoted/ordered.
  - ☒ In the event of cancellation by the client within 7-10 days before the date of the assignment, the client owes 50% of the quoted/ordered.
  - ☒ In the event of cancellation by the client within 4-6 days before the date of the assignment, the client owes 75% of the quoted/ordered.
  - ☒ In the event of cancellation by the client within 1-3 day(s) before the date of the assignment or on the day of the assignment, the client owes 100% of the quoted/ordered.
2. Cancellation can only be done in writing or by e-mail, preferably preceded by telephone notification of the cancellation as soon as possible.
3. Cancellation by or in connection with Corona (Covid-19) does not provide a foreclosure or force majeure clause in respect of the cancellation. The normal cancellation costs apply, as stated in art. 7.1.

## Article 8. Cancellation by The Flavour Kitchen

1. The Flavour Kitchen B.V. is entitled to cancel the agreement due to force majeure. Force majeure shall be any foreseen or unforeseen, foreseeable or unforeseeable circumstances that affect the execution of the agreement by The Flavour Kitchen B.V. is made so difficult that implementation is reasonably impossible or difficult. Such circumstances also include such circumstances at persons and/or services and/or institutions of which The Flavour Kitchen B.V. wishes to use in the execution of the agreement as well as everything that applies to the aforementioned as force majeure or suspensive or resolute condition. If possible, The Flavour Kitchen B.V. offers the other party (a) replacement options under the same conditions at the agreed time or in a different period.
2. In the case referred to in Article 8, paragraph 1, the other party has the right to receive the payment from The Flavour Kitchen B.V. refuse the offered alternative. A refusal must be submitted in writing and no later than 1 week after the offer to The Flavour Kitchen B.V. to be made known, failing which the offer has been accepted.

## Article 9. Liability client

1. The client is liable for damage caused by the client and its guests to property of The Flavour Kitchen B.V., employees or third parties.

## Article 10. Complaints

1. Any complaints about the services provided must be reported on the day of the order itself.
2. The Flavour Kitchen B.V. can never be held liable for a higher amount than the total amount agreed of the quotation.



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## Article 12. Governing Law and Jurisdiction

1. These terms and conditions and all agreements concluded under these terms and conditions are exclusively governed by Dutch law.
2. Any disputes arising from these terms and conditions and agreements concluded under these terms and conditions will be submitted exclusively to the competent court in the district of Amsterdam.

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