



Culinary Conspiracy  
*Catering Terms and Conditions*  
*Effective: October 29<sup>th</sup>, 2013*

### Quality of Food

Culinary Conspiracy guarantees freshness and high food quality at every event. Should there be any doubt regarding the quality or freshness of our fare, Culinary Conspiracy will address and correct the matter as quickly as possible.

Culinary Conspiracy's kitchen and menu is peanut free. We can accommodate dietary restrictions such as gluten free, lactose intolerance, and other allergic conditions. However, guests prone to food allergies should take their own precautionary measures.

### Minimum Orders

Deliveries: Minimum of \$300 invoice value before delivery, admin fee, rentals, and taxes.

Staffed Events: Minimum of \$1000 invoice value before delivery, admin fee, rentals, and taxes.

### Canada Science and Technology Museums Corporation (CSTMC)

Referrals from the CSTMC attract a 6% fee on the gross sale of food and beverages. This applies to events booked at the Science and Technology Museum, Aviation and Space Museum, and the Agriculture and Food Museum.

### Alcohol Policy

Culinary Conspiracy is licensed by the AGCO to purchase and sell alcohol both on site and at offsite events. Clients holding an event at their private residence must supply the alcohol. When the event is held at a private residence where alcohol would not be for sale, our staff will still follow Smart Serve protocol. As we are responsible for the health and safety of both our guests and staff, it is our policy to supply and serve alcohol at all our catered events. For an off-site event, we must provide the AGCO and City of Ottawa Services 10 days notice prior to the event date for approval. One member of the client's party must be designated as a contact person for the event. If there is a unique alcoholic beverage that the client wishes to supply, then a corkage fee will be applied.

## Deliveries

Culinary Conspiracy will do our utmost to deliver and set out food and equipment on time for service.

- It is recommended that if an event will have a catered break in addition to breakfast, lunch, or dinner, then the desired break items should be delivered with the main order that precedes the break. This will reduce delivery costs and disturbances due to delivery of food items. Food that does not have to be set out by the driver will be left in TOTES with the contact person on site.
- Culinary Conspiracy expects the client to provide adequate surface area for setting up the food and dishes (unless otherwise arranged with the catering coordinator), as well as adequate garbage and recycling bins near the location of service. In the case where no set-up area is provided, the delivery person or serving staff may decide on an alternative location for set-up.
- Culinary Conspiracy reserves the right to deliver within a ½ hour time frame of the time specified by the client. In order to do more than just an adequate job, our drivers require at least a half hour undisturbed set-up time.
- Requested delivery and pick up times must be communicated in advance to the catering manager or delivery person.
- Food items purchased but not consumed at an event belong to the client, and will be left on site for the client to keep. Refunds will not be given for food that is not consumed. Soft drinks ordered and delivered to location will not be returned or refunded unless a server is present.
- TOTES can be left on site for storage of used equipment by clients if there is no mutually convenient pick up time within the day of service.
- Pick up times after 4PM will be deferred until the following business day.
- Equipment can be left in TOTES on the porch or front area of the house for pick up by a delivery driver within a mutually agreeable time frame. This gives the client freedom to leave their residence without worrying about a designated pick up time for the equipment.
- Delivery person is responsible for collecting and removing equipment and serving utensils belonging to Culinary Conspiracy.
- The client is responsible for disposing of paper plates/bowls, napkins and plastic cutlery and recyclable products
- Complicated set-ups will attract an extra charge at the discretion of the coordinator.
- Clients requesting rental dishes for delivery orders can be arranged in the event that a client does not want a server. The client is responsible for set up prior to food delivery, clean up and organization of the dishes into their containers following the event. If the client has not set up the dishes prior to guest's arrival, or not tidied up prior to the specified pick up time, server charges will apply to our driver's time either setting up or cleaning up.

## Staff

### 1. Cost and Requirements

Staff will be organized through Culinary Conspiracy. Kitchen staff, servers, and captains are billed on an hourly basis, with a minimum billing time of 4 hours. Please contact Culinary Conspiracy for the current rates.

### 2. Kitchen Staff

Culinary Conspiracy can provide kitchen staff for an event whenever required.

All sit-down meals require at least 1 chef and 1 server. Requirements for cooks and additional chefs will be determined by the catering manager (in consult with the client) based on the size of the event and the type and amount of labour involved.

### 3. Servers

Various factors will determine the number of servers required and the length of time they will be employed for (minimum time is four hours). For example:

Type of event/Type of service/Set up and Tear down time/Location/Rental of Equipment/Changes to guest numbers or quantity of food

#### 4. Head Chef & Captains

The head chef and captain are required for events as follows:

- Weddings
- Plated Dinners with 30 or more guests
- Cocktail parties with 150 or more guests
- Buffet Dinners with 150 or more guests

The head chef and captain organize all staff to ensure the event runs smoothly and in a timely fashion. This includes set up, event duration, and tear down. The head chef and captain will expedite food and liaise with the site contact/booking contact/other vendors. Additional labour charges will apply.

#### 5. Treatment of Staff

- Staff members are to be treated in a respectful manner by guests, organizers and co-workers.
- Changes or special requests should be communicated clearly to serving staff.
- Staff members are not to be subject to any form of discrimination or asked to perform any task violating the Occupational Health and Safety Act.
- All staff members are entitled to breaks and meal times in accordance with Ontario Labour Law.

#### Rentals: China, Flatware, Linen, Cutlery, Glassware, Kitchen Equipment, Decor

Culinary Conspiracy will organize rentals for events.

- At least one server is strongly recommended when rental dishes are requested
- The server will bus and empty the chinaware after use and put it away in the appropriate containers. The containers will be organized as efficiently as possible within the allocated storage space.
- The rental agency will collect and deliver dishes at the agreed upon times and locations.
- All broken items must be kept and returned to the rental company
- Linen can be ordered and delivered by Culinary Conspiracy with the food drop off. Please contact us for pricing, colour, and sizes. Linen requirements will form part of the contract, and the cost will be included in the final invoice

### Contract

#### 1. Changes to the Proposal and Pro Forma

A minimum guest count must be agreed upon and included in the final proposal. Final guest count, dietary restrictions, and delivery time must be confirmed one week prior to the event date. The proposal and pro forma invoice must be approved and signed by the client in order to book services from Culinary Conspiracy. The signed proposal and pro forma are considered to be a contract as soon as the initial deposit has been paid. Changes made to this contract within one week of the event may be accommodated, but only at the discretion of the catering manager representing Culinary Conspiracy. Additional fees may apply for these changes

The signed proposal and pro forma invoice can be faxed or emailed to the catering manager. Overall approval by email is also acceptable, and is considered to be a contract in the absence of a signed proposal and pro forma.

#### 2. Pricing Policy

Culinary Conspiracy aims to provide excellent fare at a reasonable price. Food costs may, inadvertently and without notice, increase due to market fluctuations. Prices may be increased by a maximum of 10% no later than thirty days prior to the event date. This price increase will be based on the Consumer Price index differential between the month the pro forma was issued and the month the event occurs. Culinary Conspiracy will always attempt to minimize the burden passed on to clients. In the event of product unavailability, Culinary Conspiracy reserves the right to provide a substitute of comparable or greater quality and value.

### 3. Catering Service Fee

The fee covers gratuities and administrative costs such as customizing menus, revising proposals, and organizing logistics.

Non-staffed events: 5% of total value of the food and drinks ordered.

Staffed events: 15% of the total value of the food and service ordered.

### 4. Taxes

HST will apply to any invoiced items unless the client can provide legal proof of tax exemption.

### 5. Deposit & Final Payment of Invoice

#### All orders under or equal to \$1000

- A credit card number must be provided to confirm an order for pick up or delivery. The order must be paid in full prior to pick up or delivery. Acceptable forms of payment are cash, cheque, debit, or credit card (Visa and MasterCard only). Credit card receipts will be emailed

#### All orders above \$1000

#### Delivery

- 50% deposit based on the total pro forma invoice is required for events with estimates of above \$1000
- Deposit shall be made upon agreement of the event menu
- Balance Due on day of delivery
- Final invoices will be emailed to clients
- Late charges of 2.3% of the pre-tax invoice amount will be charged monthly if payment is not made according to these terms. To avoid late fee surcharges, we suggest that a credit card number be submitted with the signed proposal and Pro forma. With client approval, Culinary Conspiracy can then process the balance owing to this card upon completion of the event.

#### Staffed

- 45% deposit based on the total pro forma invoice is required for staffed events
- Deposit shall be made upon agreement of the event menu
- A second payment of 45% of the pro forma amount will be due 30 days prior to the date of the event.
- If an event is booked within 30 days of the event date, a deposit of 90% of the invoice value would be required upon confirmation.
- Balance due immediately following event completion. Final Invoice will include adjustments based on number of guests, staff labour charges, beverage, equipment rentals, damages and other incidentals have been finalized.

## 6. Cancellation Policy

Culinary Conspiracy recognizes the changing needs of its clients but considers a signed proposal or estimate to be a binding contract.

### Pick Up or Delivery

Charges will apply for cancellations made within 48 hours of an event.

- Food that is already in the production phase will be billed to the client and the administrative fee will still apply.
- Delivery charges can be waived if the client is willing to pick up the prepared food.
- Beverages can be cancelled unless ordered upon special request.
- In the event that food is still at the raw material stage, only the administrative fee will be charged.

### Staffed Events

30% of the pro forma invoice is payable if cancelled 30 days or more before the event

50% of the pro forma invoice is payable if cancelled less than 30 days before the event

The client is also required to pay the minimum amount for all booked serving and kitchen staff (4 hours per staff) if the event is cancelled within 48 hours of the event date.

## 7. Impossibility of Performance

- Culinary Conspiracy will be excused, and shall not be liable for any failure to perform under this Agreement, when such performance is prevented or delayed by any cause or condition of *force majeure*. The term “*force majeure*” means any contingency beyond the reasonable control of Culinary Conspiracy (for example, war or hostilities, Acts of God, accident, fire, explosion, public protest, breakage of equipment, governmental actions or legislation, or labour difficulties) which interferes with Culinary Conspiracy’s production, supply or transportation practice. During times when performance is excused, Culinary Conspiracy reserves the right to invoice in respect of its cost of perishables or the price of finished foods, as the case may be, not able to be delivered due to the “*force majeure*”.
- Culinary Conspiracy shall notify the client within one (1) day following the commencement of the *force majeure* condition and shall also notify the client within one (1) day following the end of the *force majeure* condition. During *force majeure* condition, Culinary Conspiracy shall use commercially reasonable efforts to continue to perform notwithstanding the *force majeure* condition.
- Non-performance after Force Majeure Event. If an event of *Force Majeure* prevents Culinary Conspiracy from performing its obligations to the client on the anticipated date(s), the client may, in the exercise of its sole judgment, terminate this Agreement and, subject to the requirements noted above, be relieved of its obligations under the Contract.

## 8. Mutual Indemnification

The parties covenant and agree to indemnify and save each other harmless from any liability, loss, damage or expense, including assessable legal fees, arising out of the negligent performance of their respective obligations under this agreement or by anyone for whom they are in law responsible. The parties hereto agree that they shall co-operate with each other in the defence of any such action, including providing each other with prompt notice of any such action and the provision of all material documentation. The parties further agree that they have a right to retain their own counsel to conduct a full defence of any such action.