

Terms and Conditions, Disclaimer and Copyright may 2011

These Terms and Conditions are a simple translation of our official Dutch “Algemene Voorwaarden” (Terms and Conditions). The Terms and Conditions and/or any dispute are at any time governed by Dutch law.

Terms and Conditions mangiAcasa VOF

Terms and Conditions of mangiAcasa VOF, based in Hilversum (Dahliastraat 34); the Netherlands. mangiAcasa insists that its employees at all times seek to offer a high quality of service and that the guests satisfaction is paramount.

Article 1: Definitions

- a) Contractor: mangiAcasa VOF, registered at the Chamber of Commerce under number: 32169300, hereafter referred to as: mangiAcasa.
- b) Client: any natural or legal person who wants to make or has already made an agreement with mangiAcasa.
- c) Agreement: an appointment or reservation, written or oral, between mangiAcasa and a client in regard to one or more services provided by mangiAcasa.
- d) Reservation: details of the agreement about date, time, place, menu etc.
- e) Invoice sum: the total amount that the client should pay according the agreement.

Article 2: Validity of these terms and conditions

- a) These general terms and conditions apply to all offers and all contracts for the supply of products and/or services, which are agreed between client and contractor.
- b) Reservation or agreement by the client applies as acceptance of these terms and conditions.
- c) Derogations from these conditions are only binding if they have been agreed in writing.

Article 3: Quotes and prices

- a) Quotations issued by mangiAcasa are valid for 14 days and without any obligations, unless otherwise indicated in the quotation.
- b) On request mangiAcasa will provide a quote to the client prior to the event.
- c) All prices mentioned on the website and in the quotes include VAT.
- d) Price increases arising from additions and amendments of the quote (or contract) are on behalf of the client.
- e) The reservation agreed between client and mangiAcasa will be carried out based on the quantities and circumstances specified by the client. If the details provided by the client do not correspond with the reality, mangiAcasa can not be hold liable for any consequences thereof.

Article 4: Cancellations

- a) Cancellations must be done in writing, by telephone, or by email.
- b) Cancellations received 10 days prior to the event are free of charge.
- c) In case of cancellation between 10 and 5 days prior to the event, the client shall be liable to pay 35% of the total invoice sum, with a minimum of 50 euro.
- d) In case of cancellation between 5 days and 48 hours prior to the event the client shall be liable to pay 50% of the total invoice sum, with a minimum of 75 euro.
- e) If cancelled within 48 hours prior to the event, the client will remain liable to pay 100% of the total invoice sum.

Exclusion:

- f) When a cancellation, placed within 48 hours prior to the event, is not a definitive cancellation, but a postponement of the reservation to a later moment within a period of 14 days, the client shall only be liable to pay an amount to compensate for the actual cost of purchases and preparation, which can not be reused at the new event. These actual costs will be specified in a seperate invoice.

Article 5: Payment terms

- a) mangiAcasa is entitled to demand a (partial) deposit from the client, this must be settled at least 7 days before to the event.
- b) Invoices are made based on the number of guest know to us 10 days prior to the event, with consideration of the minimum invoice sum.
- c) Payment should be in advance, or at least on the day of the event, by bank transfer or in cash.
- d) The client is obliged to meet any invoices of mangiAcasa within the period stated on the invoice and in the absence of such indication: within 8 days.
- e) Any cost made by mangiAcasa in order to collect the invoice sum and/or costs to settle disputes have to be accepted by the client and are thus chargeable to the client.

Article 6: Consent and permits

- a) If, to carry out an event, the consent and/or permission of a third party is necessary, the client is responsible for a timely consent and/or permission.
- b) Failure to obtain the required consent and/or permission is entirely at the risk of the client.

Article 7: Liability

- a) mangiAcasa can not be held liable for any harm resulting from or in connection with the performance of the contract, as such damage is the direct or indirect result of:
 - 1) force majeure, such as is described in more detail below;
 - 2) acts or negligence by the client, its servants, or other persons who work for or on behalf of the client;
 - 3) acts or negligence by mangiAcasa, its staff or other parties necessary to carry out the agreed event, except in case of intent or gross negligence. This applies in particular for damages caused by consuming food prepared or served by mangiAcasa.
- b) mangiAcasa is not liable for any damage, theft or loss of goods of the client or any third party, used by mangiAcasa, unless the damage is the result of intent or gross negligence of mangiAcasa.
- c) mangiAcasa is not liable for any damage or loss of property of the client, guest, group and/or individual in the property, nearby property or a remote location unless the damage is the result of intent or gross negligence by mangiAcasa.
- d) mangiAcasa is in all cases only liable to the amount paid by the liability insurer.

Article 8: Dissolvement

- a) If the client does not comply with one or more of the obligations, determined in the agreement, mangiAcasa has the right to suspend or dissolve the agreement, without any liability for a compensation.

Article 9: Force majeure

- a) In case of force majeure, mangiAcasa has the right, after notifying the client, to (partially) cancel or suspend the agreed performance, without the requirement of judicial intervention. Force majeure shall be deemed:
 - 1) Illness and/or other serious personal restrictions of the employees of mangiAcasa or third parties;
 - 2) Government provisions and requests that obstruct the carrying out of the event;
 - 3) Breakdowns in supply of any goods to be delivered by third parties, as well as water and energy supplies;
 - 4) Fire or accident(s);
 - 5) Transport barriers or transportation problems, such as unforeseen traffic jams, accidents in traffic, riots, strikes and blockades;
 - 6) Disfunctioning of equipment;
 - 7) Seizure of any kind or for any reason;
 - 8) Natural disasters such as floods or earthquakes;
 - 9) As well as any other exceptional event beyond normal commercial risks.

Article 10: Outsourcing

- a) mangiAcasa is entitled to outsource the event or part of the event to a third party.
- b) When any work and/or services will be carried out by a third party, mangiAcasa will, when possible, inform the client prior to the event.

Article 11: Services on location

- a) When providing the services on location, the client will grant the following to disposal of mangiAcasa: the kitchen with it's furnishing and equipment, energy and water.
- b) The client is responsible that the facilities as listed in Article 11a are available and usable by mangiAcasa, and will take over all financial consequences in case of any shortcomings.
- c) The client is, as a renter and/or owner of the location, responsible for the (disposal of) waste according to statutory requirements.
- d) Taxes, Buma/Stemra-rights or other fees, as well as costs of energy and water and waste disposal, are on behalf of the client.

Article 12: Menu

- a) While mangiAcasa works with fresh products, it cannot be guaranteed that all the necessary products are available. If the required products prove to be unavailable, mangiAcasa will offer (when possible in consultation with the client) a suitable alternative.
- b) mangiAcasa reserves the right to change the menus.

Article 13: Applicable law and disputes

- a) These Terms and Conditions, any agreement or any in other way related legal relations between the client and mangiAcasa are governed by Dutch law.

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