# **GENERAL TERMS OF DELIVERY Meetings, parties and events**

## **Application of these terms: Services**

These terms of delivery are applied on agreements regarding the delivery of catering services (Services) between Compass Group Finland Oy (Compass Group) and the customer ordering the Services. These terms are further applied as applicable on possible agreements regarding the renting of sauna-, meeting- and restaurant facilities and the provision of Services thereto as well as to Services provided to third party facilities.

# The Service package

Compass Group always provides its Services to a package price including the pre-ordered restaurant services. The package price will be billed as such, regardless of whether all participants have e.g. taken part in the meals. In case the customer rents facilities from Compass Group, the facility lease is not included in the package price.

## **Renting facilities**

When the customer rents restaurant- or other facilities from Compass Group:

- The customer will be separately charged for the renting of the facilities
- A separate charge will collected for possible team work facilities
- The customer will be separately charged for amendments in the furnishing, additional furniture and other arrangements.
- The customer will be separately charged for audio visual services and equipment that is not a part of the regular equipment of the facility in question.

# Services to third party facilities

Possible separate charges relating to the renting of third party facilities shall be borne by the customer.

Compass Group is, in accordance with the restaurant sector's self-monitoring instructions, responsible for the hygienic quality of the food products during the production phase, the transportation and the event. A condition for Compass Group's responsibility for the hygienic quality of the food during the event is that cold dishes are in cold storage in the buffet and served for a maximum of four hours and the warm dishes are served for a maximum of two hours. In case the customer wishes that the dishes are served during a longer period of time, the responsibility and liability of the hygienic quality of the food is transferred to the customer.

## Specifying the event

The customer shall provide Compass Group with a detailed specification of the event to which the customer has ordered Services. Such specification shall be provided at the latest two weeks before the event. The specification shall include the following information:

- the number of participants
- the event's schedule, meal times, and possible special dietary requirements of participants
- the needed meeting equipment
- the names and phone numbers of the persons in charge of the event

The number of participants to the event shall be specified at the latest five working days prior to the event. The customer will be charged according to the number of participant then specified, or according to the actual number of participants, should the actual number of participants exceed the number of participants specified five days prior to the event.

When the customer rents restaurant premises from Compass Group for an event, the reservation is in force for the specified number of participants. Should the number of participants change essentially, Compass Group has the right to move the event to other premises and renegotiate the specifications earlier agreed for the event as well as the charges.

Compass Group shall have the right to revise the prices of the Services should there be changes in the raw material prices, wages, social expenditures or other costs relating to the restaurant business or otherwise the field.

## Payment terms

Unless otherwise agreed, the customer shall pay in cash or by debit or credit card. Compass Group may charge 50% of the estimated total amount of the Service one month before the event, and in that case the customer pays the difference between the advance payment and the actual price right after the event.

If the customer is an invoicing client of Compass Group, a joint group invoice can be made and such invoice will be provided to the client after the event. Compass Group may charge 50% of the estimated total amount of the Services one month before the event and in this case the final invoice will be charged right after de event.

A new invoicing client shall provide Compass Group with the name of the payer, the client's invoicing address, the name of the contact person and the company's business identity code or the social security number of the private person and a possible reference information to be added to the invoice. The before mentioned information shall be provided to Compass Group at the latest four weeks prior to the event. Compass Group will verify its new invoicing clients' credit ratings.

Compass Group adds its for the time being applicable invoice fee to the invoice. In case Compass Group charges the customer, Compass Group will send a joint invoice

#### Terms of cancellation

A confirmed order is binding. The customer can, however, cancel the order and in that case Compass Group will charge a cancellation fee in accordance with the following:

Cancellati on fee (% of the original agreed fee)	Less than 30 persons	30–60 persons	More than 60 persons
Fee 0%	≥ 8 days before the event	≥ 22 days before the event	≥ 61 days before the event
Fee 50%	7-4 days before the event	21-8 days before the event	60-15 days before the event
Fee 100%	3 days or less before the event	7 days or less before the event	14 days or less before the event

<sup>&</sup>quot;days" means business days

# Obligations of the customer

The customer shall protect the rented premises and thereto related equipment from damage. The customer shall be held responsible for all damage that the customer's equipment, personnel, performers and event participants may cause to the facilities or thereto related equipment. The customer is responsible for the equipment and movables that the customer brings to the restaurant and the meeting premises. The customer agrees to follow all instructions given by the restaurant's personnel regarding use of the premises and thereto related equipment. Compass Group will charge the customer for any reparation, cleaning-, or similar costs caused by accidents or damages to the premises or thereto related equipment.

#### Special arrangements

In case special permits, programs, orchestras, decorations or unusual technical equipment is required for the event, the customer will be charged for thereto related costs.

Refreshments and waters not included in the meeting package will be separately charged according to consumption.

## Transfer of the agreement

The customer has no right to transfer the agreement or hand over the rented premises to a third party without Compass Group's approval.

## **Limitation of liability**

Compass Group is not liable for any indirect or consequential loss or damages.

### **Force Majeure**

A circumstance taking place after the conclusion of the agreement that is beyond the control of the party and that prevents the party from performing under the contract (such as e.g. a strike) shall be regarded as force majeure.

A party is not liable for failure to perform the party's obligation if such failure is a result of a force majeure situation.

A party who is hindered to perform due to force majeure shall inform the other party of the occurrence of the force majeure circumstance, as well as of if its termination, in writing without delay. Force majeure circumstances hindering a party's subcontractors from performing duly shall be regarded as force majeure circumstances of the party in question.