

MANKIND

PRIVATE CATERING AND WELLBEING

PRIVATE CHEF TERMS & CONDITIONS

We don't like writing Terms and Conditions... and we know you don't like reading them either – but they are here for a reason and that's to protect both you and Mankind Morzine.

Please take a few minutes to read through them.

This Agreement applies to all users “you” and “Mankind” (collectively the parties) and “services” provided by Mankind.

BOOKINGS, CANCELLATIONS, REFUNDS & FLEXIBILITY

Once you have confirmed a date and location by email to Mankind, if you need to re-schedule or cancel, we will always do our best to help, however due to the current COVID situation Mankind will not be responsible for any refunds made due to cancellations because of lockdowns or restrictions to travel out of our control. In such circumstances, should your cancellation fall into reasons beyond our reasonable control, you are advised to seek compensation from your travel insurance company in first instance.

Mankind regrets that we cannot offer any refund if you cancel less than 14 days in advance of the confirmed date. In some instances, Mankind may be able to change the date of your booking, subject to the availability of the chefs, but this is not guaranteed.

On booking, Mankind will ask how many people will be attending the booking. If you would like to reduce the number of guests attending your event, please notify Mankind at least 30 days in advance of the confirmed date. Mankind regrets that it is unable to offer any refund.

If you would like to increase the number of guests attending your event, as long as you notify Mankind more than 30 days in advance of the confirmed date, Mankind will arrange for enough ingredients to cover this. There will be an additional charge per person which will be discussed with you and which must be paid in full at least 10 days in advance of the confirmed date.

PLACING YOUR ORDER

Please choose your order carefully and ensure you have read, asked any relevant questions regarding taste, texture or ingredients and understood the description of the dishes carefully. While Mankind makes

every effort to describe all dishes accurately, not every single ingredient can be listed. You can request full description of proposed ingredients in each dish prior to ordering, please do so by email. By confirming your menu you acknowledge that you have read and accepted the description and concluding information concerning the dishes and accept responsibility for choosing the goods ordered.

While Mankind makes every effort to prepare food to your personal tastes, Mankind cannot be held responsible of any goods that are not to your liking and such goods cannot be returned, swapped for alternative dishes or costs refunded.

By confirming your menu you acknowledge and accept that your food is made specifically for you from fresh ingredients and other ingredients and therefore cannot be reproduced to exact flavour, colour, texture, taste or quantity and thus variations of these factors will occur in home cooked food. Food cannot be returned, swapped for alternative dishes or costs refunded.

Mankind cannot be responsible if any ingredients that are unavailable due to circumstances beyond Mankind's reasonable control. If an ingredient is unavailable Mankind reserves the right to substitute to a comparable and suitable ingredient. Please appreciate some ingredients can be harder find up here in the hills at certain times of the year. However, your menu will be adapted depending on the time of year in which you visit. If you do not wish for substitutes to be made please state this at the initial consultation, please note that if you choose not to have substituted ingredients and an ingredient is unavailable that dish cannot be made and no refund for service will be given.

Although all of Mankind's staff are knowledgeable and passionate about nutrition we are not trained health professionals. If you have any concerns about any of the items on our menus please consult a practitioner prior to your consultation.

Before Mankind prepares food for you a client consultation will be carried out to assess food preference, dietary requirements, allergies and kitchen equipment available. It is the client's responsibility to provide accurate, complete and updated information as required to provide food to your and your family's tastes and requirements. Mankind does not accept any responsibility or makes any warranties for clients not disclosing any valid information.

CHILDREN MEALS

Separate children meals are available with each family booking. Please specify if you would like children's meals served at an earlier time so that adults have the opportunity to eat separately. This must be discussed prior to your arrival so that the chef can be available at a suitable time. The cost of this service will reflect in your quote should it have been discussed or requested.

EXCLUSIONS

Drinks are not included in most of Mankind's services unless specified or arranged beforehand. Wine pairing, beer and soft drinks are available but please make sure you have ordered this service prior to your booking.

PAYMENT

All bookings must be fully paid for in advance.

This is usually done via direct bank transfer/ online banking; all details required for this are shown at the bottom of your invoice.

Tips/gratuities are not included in the cost of Mankind's services and are left to your discretion; if you would like to show your appreciation of your Chef and their work please feel free to do so to them directly.

YOUR RESPONSIBILITIES TO THE CHEF

Before the chef's arrival your kitchen should be clean and tidy with clear work surface to a reasonable degree.

We will not tolerate any violent, threatening behaviour, physical aggression or verbal abuse to any of our staff or representatives. If this happens our team will vacate the property immediately and the booking will not continue. No refund will be issued and legal proceedings will be issued against you.

THE WEATHER

If you choose an outdoor location for your dinner party, appropriate cooking facilities must be available. Please ensure that you have a suitable indoor venue available in the case of poor weather. We regret we are unable to reschedule events due to adverse weather. Should your time here be in the winter, we take necessary measures to ensure there is enough snow upon your arrival for you to make the most of your stay! Please be aware Mankind will not be held responsible if snow conditions are not to your expectations!

KITCHEN EQUIPMENT REQUIREMENTS

You must have at least a minimum level of equipment in your kitchen. We will check what equipment you have on booking and discuss any additional requirements. Mankind stocks and supplies specialist equipment needed for your menu.

WAIVER

Unless otherwise agreed to by the parties elsewhere herein, in no event shall either parties be liable to the other parties for any damages: indirect, incidental, consequential, special or exemplary, incurred by the other parties arising out of the use of services, even if such parties has been advised of the possibility of such damages. You, your heirs, personal representatives or assigns, agents, employees and affiliates, do hereby release, waive, discharge, and covenant not to sue Mankind, their affiliates, direct or indirect, officers, employees, businesses and agents from liability from any and all claims resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, use of the Services.

INDEMNITY

To the extent provided by law and this Agreement, you shall, at your own cost and expense, indemnify, defend, and hold harmless, Mankind, its Affiliates and Representatives, officers, directors, employees, agents, successors and assigns, from and against any and all claims, damages, losses, and expenses (including attorneys' fees and court costs) which arise directly or indirectly out of the use of Services.

ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between you and Mankind Morzine and supersedes all previous Agreements.

LAW AND JURISDICTION

This Agreement and all acts and transactions pursuant hereto and the rights and obligations shall be governed, construed and interpreted in accordance with the laws of France, without giving effect to principles of conflicts of law.