



TERMS AND CONDITIONS

Effective Date: September 18, 2023

Please read the following terms and conditions carefully.

1 OVERVIEW

- (a) This Terms and Conditions ("Terms") is a legal agreement between you ("Customer") and Queens Tea House LLC governing your access to and use of the restaurant, websites and online services that Queens Tea House LLC operates and that link to these Terms (collectively, "Site" or "Sites"). By accessing and using the Site, the Customer agree to be bound by and comply with these Terms and to comply with all applicable laws and regulations. If you do not agree to these Terms, you are not authorized to use the Site.
- (b) By accessing and using the site, the Customer agree to be bound by these terms.
- (c) We may update these Terms from time to time. All changes will be effective immediately upon posting to the Site. We will notify you of any material changes to these Terms either by posting on the Site or otherwise communicating them to you. By using the Site after changes are posted, you agree to those changes.
- (d) This agreement will be governed by the laws in effect in the State of Florida without regard to its choice of law principals in the contrary. Neither party will commence or prosecute suit, proceedings, or claim to enforce the provisions of this agreement, nor otherwise arising under or by reason of this Agreement other than in the federal and state courts situated in Broward County Florida. The parties hereby consent to the jurisdiction and venue of such courts in connection with any action arising under or in connection with this Agreement.

2 CONTENT AND USE RIGHTS

- (a) Any Customer grant permission to Queens Tea House to use photographs and/or videos taken at this event or posted in social media, publications, news releases, online, and in other communications related to this event.
- (b) Queens Tea House reserves the right to approve all media publications regarding functions held at the premises of Queens Tea House. This includes, but is not limited to radio, television, newspaper, magazine, internet, and all other written materials. All such advertisements must be submitted to Queens Tea House, Parkland, FL for approval two (2) weeks prior to publication via e-mail sent to: events@flqth.com

3 TERMINATION OF ACCESS

- (a) Queens Tea House reserves the right, in its sole discretion, to terminate your access to all or part of the Site, without notice or liability, for any reason including, but not limited to: the breach of any agreement between you and Queens Tea House including, without limitation, these Terms. Following any such termination of access, you will continue to be bound hereunder to the fullest extent applicable.
- (b) Upon being notified that your access is terminated, you must destroy any materials you have obtained from the Site. You may not access the Site after your access is terminated without our written approval. After terminating your access, Queens Tea House will retain all rights, including all intellectual property rights, proprietary rights, and licenses retained in these Terms, and the limitations upon your use and treatment of Content will remain in full force.

4 LIMITATION OF LIABILITY

- (a) In no event will Queens Tea House, its contractors, suppliers, content-providers, and other similar entities, and the officers, directors, employees, representatives, and agents of each of the foregoing (collectively, our "Representatives"), be liable to you or any third party for any losses or damages, alleged under any legal theory, arising out of or in connection with: (a) your use of, or reliance on, the Site or the Content; (b) our performance of or failure to perform our obligations in connection with these Terms; (c) the defamatory, offensive, or illegal conduct of other users of the Site or of third parties; or (d) your purchase or use of any goods or services provided by third parties.
- (b) Under no circumstances will Queens Tea House or our Representatives be liable to you or any third party for any indirect, consequential, incidental, punitive, special, or similar damages or costs (including, but not limited to, lost profits or data, loss of goodwill, loss of or damage to property, loss of use, business interruption, and claims of third parties) arising out of or in connection with these Terms or the use of the Site or the Content, or the transmission of information to or from the Site over the Internet, even if we were advised, knew, or should have known of the possibility of such damages or costs. In a jurisdiction that does not allow the exclusion or

limitation of liability for certain damages, the liability of Queens Tea House and the Representatives will be limited in accordance with these Terms to the extent permitted by law.

- (c) Queen's Tea House will neither assume nor accept any responsibility for damage to or any lost or stolen merchandise or articles left on the premises of Queens Tea House prior to, during, or following of any Customer's event.
- (d) Queens Tea House reserves the right to inspect and control all event functions to ensure that they are being conducted in a good manner, which is consistent with the operational targets of Queens Tea House. These targets include the safety and comfort of all the guests, the preservation of Site's appearance, and to minimized damages to the Site.
- (e) The Customer is responsible for any damage done to the property of Queens Tea House by the Customer's guests or invitees.
- (f) The Customer's agrees to reimburse Queens Tea House for the fair value of any damages or losses caused to Queens Tea House's property or to the third person or their property by the Customer's guests or invitees.
- (g) Performance of this agreement is contingent upon the ability of Queens Tea House to complete same and is subject to labor disputes, strikes or picketing, accidents, government (federal, state or local) requisitions, restrictions upon travel, transportation, food and beverage of suppliers, and other causes, whether enumerated herein or not, which are beyond the control of Queens Tea House. In no event shall Queens Tea House's liability be more than the total amount of the food and beverages contracted heretofore.

5 RESERVATIONS AND DEPOSIT

- (a) All reservations for Saturdays, Sundays and Special/Holidays dates requires ta deposit of \$10 per guest is due at the time of the reservation.
- (b) Reservations for parties of 1-5 guests do not require a deposit except for those shown in section 1.(a).
- (c) All reservations for parties of 6 guests or more require a deposit of \$10 per guest is due at the time of the reservation.
- (d) Reservations for parties of 12 guests or more requires the above mentioned deposit noted in section 1.(c). as well as as an agreed and signed contract.
- (e) The final number of guests cannot be reduced by more than 10% of the guests booked at the time of the reservation. Example, booked at reservation 30 guests, final number of guests cannot be less than 27 guests.
- (f) For all cases the deposit will be deducted from the final bill at the conclusion of your event.

6 CANCELLATION

- (a) Any cancellation of an event must be in writing via e-mail sent to: events@flqth.com
- (b) Any cancellation of an event of 1-11 guests, the following cancellation and deposit forfeitures apply:
 - (1) Any cancellation of an event of 1-11 guests will result in a cancellation fee of \$50.
 - (2) Event canceled 5 days or less before the event: 0% refund of the deposit.
 - (3) Event canceled 10 days or more before the event: 50% refund of deposit.
 - (4) Event canceled 15 days or more before the event: 100% refund of deposit.
- (c) Any cancellation of an event 12 guest or more, the following and deposit forfeitures apply:
 - (1) Any cancellation of an event with a signed contract will result in a cancellation fee of \$150.
 - (2) Event canceled 7 days or less before the event: 0% refund of the deposit.
 - (3) Event canceled 14 days or more before the event: 50% refund of deposit.
 - (4) Event canceled 45 days or more before the event: 100% refund of deposit.
- (d) Weather Related Cancellations: In the event the State of Florida issues a "travel not recommended" warning, an event maybe postponed at no charge. This event must be rescheduled within 90 days (subject to availability) or is subject to the applicable cancellation fee above mentioned in sections 6(b)(1) and 6(c)(1).

7 PRIVATE EVENT (IF APPLICABLE)

- (a) For private events (any day), we will require a minimum of 25 High Tea purchases.
- (b) Additionally, a Private Fee will be added as follows: 56 minus your total number of guests multiplied by \$30.
- (c) 50% of the Private Fee is due at the time of the reservation. The other 50% of the Private Fee will be added to the final bill. Private Fee is subject to the Cancellation polices noted in Section 2.
- (d) Please note that if the event is not private, it is possible that there will be other parties at the same time.

For example: a private event of 35 guests, the estimate Private Fees will be as follows:

$(56 - 35) \times \$30 = \630

TOTAL PRIVATE FEES = \$630

8 EVENT TIME ALLOCATION

- (a) All events reservations have a 2.0 hour time limit. If an event runs over the time limit, a charge of \$150 per every 30 minutes will be added to the final bill.

- (b) In an effort to respect the integrity of the reservations made our by guests, we expect that your event will begin promptly within 15 minutes of the scheduled start time, and that the event will conclude within 15 minutes of the scheduled end time.

9 FINAL GUEST COUNT

- (a) A final headcount of all adults/children must be provided by 1:00 pm as follows:
 - (1) For events of 1-6 guests one (1) day prior to your event.
 - (2) For events of 7-11 guests two (2) days prior to your event.
 - (3) For events of 12-56 guests five (5) days prior to your event.
- (b) This is the number of people you will be charged for in the final bill. Days are measured in 24 hour increments counting backwards from the start time of your event.
- (c) The final number of guests cannot be reduced by more than 10% of the guests booked at the time of the reservation. Example, booked at reservation 30 guests, final number of guests cannot be less than 27 guests.
- (d) If fewer adults/children attend your party, you will still be charged the fixed price per adult/children based on the final headcount. If additional adults/children attend, you will be charged the menu option price per adult/children and charged for menu items ordered.
- (e) If not final headcount is provided or received, your estimated head count provided will become your final head count.

10 FINAL MENU SELECTION

- (a) A final menu choices of all adults/children must be provided by 1:00 pm as follows:
 - (1) For events of 1-6 guests one (1) day prior to your event.
 - (2) For events of 7-11 guests two (2) days prior to your event.
 - (3) For events of 12-56 guests five (5) days prior to your event.
- (b) Days are measured in 24 hour increments counting backwards from the start time of your event.
- (c) If not final menu choices is provided or received, your estimated menu selection provided will become your final menu selection.

11 EXTERNAL FOOD AND BEVERAGES

- (a) Queens Tea House does not allow outside food and beverages to be brought in or served at any event.
- (b) In a case by case basis, external food may be brought in to your event but must obtain prior authorization by the Event Service Manager.
- (c) Outside cakes may be brought in and/or served at your event with prior authorization of the Event Service Manager. The cake must to be kept closed and will not be stored on our kitchen.
- (d) Cake plating service is required if outside cake brought into your event. The cost is \$2.00 per person. The cake plating fee covers porcelain plates, napkins, cutting utensils and service staff to cut and plate. For this specific case Queens Tea House does not provide the cake.
- (e) No cupcakes, muffins, cookies, etc. are allowed.

12 DECORATIONS

- (a) All displays or exhibits, if any, must conform to the City of Parkland Florida fire code ordinance rules.
- (b) Queens Tea House will not permit the use of glitter, confetti, birdseed, flower petals, cannons, wish lanterns, glue, adhesive, pins on the wall, paint, highlight pen, beads or any other related products, nor the affixing of anything to the walls, floors or ceilings of the rooms with nails, staples or tape of any kind unless approval is given by the Event Manager in writing.
- (c) Queens Tea House will not permit candles, or any other burning objects to be used for decorations or centerpieces or any other related products.
- (d) In the event, that any of the above is done without our authorization and any damage is suffered, the cost of repair and/or replacement will be charged to the Client's named in the contract.
- (e) Free-standing decorations such as centerpieces and weighted balloons are not permitted.
- (f) Customs tablecloths: If you wish to use your own tablecloth, the tablecloth must be provided to Queens Tea House three (3) days prior to your event, and a table set-up fee will be applied to your final bill (\$10 per tablecloth).

13 ALCOHOL POLICY

- (a) By law, no alcoholic beverages may be brought onto the property or taken from the premise.
- (b) In an effort to control alcohol consumption, the staff may proceed as follows when a problem is developing:
 - (1) The server will notify a manager of the potential overconsumption.
 - (2) The manager and server will make special notes of the situation.
 - (3) The manager will ask for cooperation from others at the party.
 - (4) Cease serving a particular group.
 - (5) Close the bar.
 - (6) Halt the party.

- (7) Call the police.
- (c) The following is the Queens Tea House's policy, which has proven effective and discreet:
- (d) No liquor will knowingly be sold to or consumed on the premises of Queens Tea House by any person under the legal drinking age of 21.
- (e) Identification cards will be requested for any persons who appear to be under the age of 21 and must be provided by a person to purchase an alcoholic beverage.
- (f) No liquor will be sold or consumed by any person who, in the opinion of appropriate staff, is or appears to be intoxicated. This is Florida State's law.

If applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability. This contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

14 SMOKING

- (a) Smoking indoors is strictly prohibited.
- (b) No smoking is permitted within 15 feet of the premises of Queens Tea House.

15 ANIMALS/PETS

We allow small sized dogs (i.e. American Eskimo, Pomeranian, Terrier, Chihuahua, Maltese).

16 TAX EXEMPT (IF APPLICABLE)

- (a) To claim Tax Exempt Status, a valid Consumer's Certificate of Exception, exempting the Organization from the payment of Florida Sales and User Tax copy will be required at the time of the reservation.
- (b) All payments made must be via Organization's Credit Card.
- (c) The Organization's name and Consumer's Certificate of Exemption must match and name of the Organization's credit card.

17 TAX, GRATUITY/SERVICE FEE, AND ADMIN FEE

- (a) All events will be subject to an automatic 20% Gratuity/Service Fee, all events are subject to 7% Florida Sales Tax (food and beverages) on the final bill.

18 FINAL PAYMENT

- (a) Payments accepted are by cash or credit card only, we accept all major credit cards.
- (b) We don't accept personal or business checks as a form of payment.
- (c) The final payment is due immediately upon the conclusion of your event.
- (d) The final check may be paid with no more than three (3) different tenders in any combination of cash, or credit card.

19 MISCELLANEOUS

- (a) Children under 12 years of age must be accompanied by an adult at all times.
- (b) Queens Tea House reserves the right to move event groups to the most suitable area of the premises.