

## **Terms and Conditions of Business**

### **1.0 Terms and Conditions**

The terms and conditions as stated below form a contract between CaterCater Ltd and the client.

All bookings are subject to these terms and conditions.

### **2.0 Definitions**

‘CaterCater’ means CaterCater Ltd, its proprietors and its employees.

‘The Client’ means any person/s, company/s or organisation/s for which CaterCater undertakes any ‘Catering Services’.

‘Catering Services’ means all services provided to the client by CaterCater as set out in the Schedule agreement.

‘Schedule Agreement’ means a documented agreement outlining the provision of catering Services from CaterCater to the client, which is bound by these terms and conditions

### **3.0 Confirmation of Booking**

3.1 Upon signature of the Schedule Agreement or payment of the deposit, the client and CaterCater will be legally bound in

Respect of the supply of catering services as laid out in the Schedule agreement on these terms and Conditions.

3.2 Where the client confirms the booking via electronic mail this action will be accepted in place of a signed schedule agreement and the client and CaterCater will be legally bound in respect of the supply of catering services as laid out in the schedule agreement on these terms and conditions.

### **4.0 CaterCater Obligations**

4.1 CaterCater will provide the catering services as set out in the schedule agreement held between CaterCater and the client.

4.2 CaterCater will pay all suppliers with whom it shall enter into contracts with respect to clause 4.1

4.3 CaterCater has and will maintain sufficient public liability insurance and product liability

Insurance in each case not to exceed £5,000,000. A copy of the certificate (or scanned PDF image) is available upon request.

4.4 CaterCater has and will maintain sufficient employer's liability insurance. A copy of the certificate (or scanned PDF image) is available upon request. 4.5 CaterCater and its proprietors and employees follow all government guidelines and requirements

with respect to food safety and hygiene as set out by the food standards agency and the local council. Its premises are regularly inspected by the environmental health agency in order to ensure that CaterCater operates in line with all relevant regulation.

4.6 The serving of food is made within the constraints as set out by the food standards agency and any un-refrigerated food that is not consumed within the permitted service period or any food deemed unsafe to eat by CaterCater will be disposed of and must not be consumed.

4.7 In the event that CaterCater delivers food to the client and is not present for duration of service, an advice notice outlining the permitted non-refrigerated service periods will be given to the client and CaterCater will relinquish all responsibility for the consumption of the food to the client.

4.8 All items on CaterCater menus are subject to the availability of products and ingredients.

Where it is not possible to supply an agreed item, the client will be notified at the earliest possible time where a replacement item will be offered.

4.9 All menu descriptions will be adhered to wherever possible, subject to the availability of products and ingredients. In the event that a product or ingredient is not available a suitable alternative will be substituted where applicable.

4.10 CaterCater will endeavour to leave as clean as possible all equipment and areas of the premises used in the provision of the catering services as set out in the schedule agreement. This relates specifically to the kitchen area and to any catering equipment used and not the function areas or equipment organised by the client.

## **5.0 The Client Obligations**

5.1 The client grants to CaterCater the right to supply the catering services at the premises on the function date as laid out in the schedule agreement.

5.2 The client will be responsible for providing the utilities, running portable tap water, sewerage and refuse facilities, first aid and fire fighting equipment where applicable, all cleaning except that set out in clause 4.10 and all other facilities and equipment as laid out in the schedule agreement.

5.3 The matters to be undertaken or provided in accordance with clause 5.2 are to be undertaken and provided at the client's cost.

5.4 To effect and maintain all insurance including insurance for the premises except for those relating directly to the activities of CaterCater as set out in clauses 4.3 and 4.4.

5.6 To pay CaterCater the cost of any catering services provided in accordance with the schedule agreement as per the terms laid out in section 6.0 of this document.

5.7 To notify CaterCater of any changes to the number of attendees no later than 2 weeks prior to the event date. Any cancellations received after this time period will be charged. CaterCater will endeavour to accommodate any increase in the number of attendees after this time period, however this cannot be guaranteed.

## 6.0 Payment Terms

### 6.1 Private Clients

6.1.1 A deposit of £300 of the quoted cost is required upon confirmation of the booking.

6.1.2 Payment in full is required 2 weeks prior to the event.

6.1.3 Any outstanding balance due to CaterCater or owing to the client will be agreed and settled within 1 week of the event.

### 6.2 Corporate Clients

6.2.1 A deposit of £300 of the quoted cost is required for orders over £600 upon confirmation of the booking.

6.2.2 Full payment is required within 30 days of the invoice date.

6.3 CaterCater accepts the following forms of payment: Cash / BACS / Cheque

## 7.0 Cancellations

7.1 Any cancellation by either party must be made in writing or sent via electronic mail. The Event will only be deemed to be cancelled once the client has received a cancellation acceptance from

CaterCater. The cancellation acceptance will either be made in writing or sent via electronic mail

7.2 CaterCater reserves the right to charge the client fees in the event that a cancellation is made following the confirmation of a booking in accordance with section 3.0 of this document. The following scale of charges will apply

7.2.1 If a cancellation request is received within 72 hours of the event the fee will be 100% of total event cost

7.2.2 If a cancellation request is received within 7 days of the event the fee will be 75% of the total event cost

7.2.3 If a cancellation request is received within 21 days of the event the fee will be 50% of the total event cost

7.2.4 If a cancellation request is received more than 21 days before the event the client will forfeit their deposit

7.3 In the event of a cancellation made by CaterCater due to circumstances beyond their control, CaterCater will, by notice in writing to the client, terminate the agreement and return to the client any payments made to CaterCater by the client, less any costs, expenses or liabilities howsoever incurred in respect of the proposed provision of the catering services.

## **8.0 Force Majeure**

8.1 CaterCater shall not have any liability under or be deemed to be in breach of the agreement for any delays or failures in performance of this agreement which result from circumstances beyond the reasonable control of the caterer. The caterer shall promptly notify the customer in writing when such circumstances cause a delay or failure in performance.