CATERING TERMS AND C

These Terms and Conditions are customers who are consumers by trading name if different from com Partnership, LLP, Private Limited <<insert registration number>>] [.v and] whose main trading address

1. **Definitions and Interpreta**

1.1 In these Terms an following expression

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"Business Day"

"Calendar Day"

"Catering Services" me

"Catering Staff"

"Commercial Unit"

"Contract"

"Deposit"

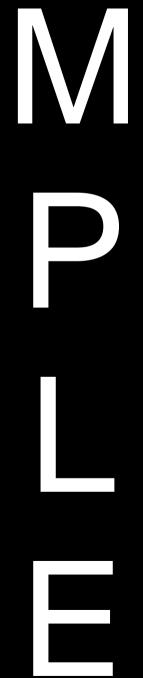
"Event"

"Food"

"Price"

"Order"

"Special Price"



LARGE FUNCTIONS (B2C)

e provision of catering services to Company>> [, trading as <<insert rt business type, e.g. Sole Trader, stered in England under number s is <<insert registered address>> he Caterer").

e context otherwise requires, the anings:

Saturday or Sunday) on which their full range of normal n>>:

s which are to be provided by Us Order (and confirmed in Our

ided as part of the Catering

is case, the Food) where the goods would be materially ded:

provision of Catering Services as

t made to Us under sub-Clause

You require the Catering Services

provide as part of the Catering

r the Catering Services;

payable for Catering Services ne to time;

atering Services [as attached] OR

Functions)

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"Order Confirmation"

me

de

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"We/Us/Our"

1.2 Each reference in expression includes message,] fax or ot

2. Information About Us

- 2.1 <<insert name of (from company nau Partnership, LLP, under number <<in <<insert registered address>>.
- 2.2 [Our VAT number is
- 2.3 [We are regulated b
- 2.4 [We are a member
- 2.5 [<<Insert further info

3. The Contract

- 3.1 These Terms and Services by Us and Before submitting a and Conditions care Conditions, please a
- 3.2 Nothing provided the literature, price list capable of accepta may, at our discretion
- 3.3 A legally binding of acceptance of You Confirmations will b
- 3.4 We shall ensure th You prior to the for where such inforr transaction:
 - 3.4.1 The main c Catering Sta
 - 3.4.2 Our identity below in Cla
 - 3.4.3 The total Pi Staff, includ that the Pric will be calcu
 - 3.4.4 The arrange within which



confirmation of Your Order as

tions to "writing" and any similar ons whether sent by e-mail, [text

<<insert trading name if different usiness type, e.g. Sole Trader, ny etc.>> [registered in England >>] [,whose registered address is main trading address is <<insert

•.] gulator(s)>>.] isociation(s) etc.>>.]

sale and provision of Catering the Contract between Us and You. that You have read these Terms about any part of these Terms and

limited to, sales and marketing s constitutes a contractual offer tutes a contractual offer that We

d You will be created upon our Our Order Confirmation. Order

ion is given or made available to between Us and You, save for arent from the context of the

ering Services, the Food and Our

2) and contact details (as set out

vices, the Food and the Catering e of the Catering Services is such n advance, the manner in which it

prmance and the time by which (or more the Catering Services;

- 3.4.5 Our complai
- 3.4.6 We shall en (the Food) t
- 3.4.7 Where app guarantees;
- 3.4.8 The duration indetermina conditions for

4. Orders

- 4.1 All Orders for Cater
- 4.2 When placing Your
 - 4.2.1 Details of th
 - 4.2.2 The number
 - 4.2.3 Your Food
 - 4.2.4 Details of ar
 - 4.2.5 <<Insert furt
- 4.3 You may change <<insert period>>] endeavours to acc that We will be able time before the Eve will inform You an action. We will agreement.
- 4.4 You may cancel Ye [up to <<insert tim already made any p the Deposit), the possible, and in any cancellation. [If Yo this in writing.] If period, or once We
- 4.5 We may cancel Y Catering Services of not limited to Cateri outside of Our reas inform You as so payments to Us un payment(s) will be event within 14 C Cancellations will b

5. Price and Payment

5.1 The Price of the Ca <<insert document, Price shall be calcu

5.1.1 The Food, a











of Our legal duty to supply goods the Contract;

-sales services and commercial

applicable, or if the Contract is of be extended automatically, the ct;

ct to these Terms and Conditions:

mation will be required:

ot limited to the date and venue);

will be catering;

lietary requirements;

for the Event;

ed to reflect Your order form>>

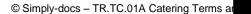
ng the Order Confirmation [up to gins. We will use reasonable d changes but cannot guarantee hanges are requested only a short hat We will incur higher costs, We sh to proceed before taking any her Price without Your express

rt time period>> of placing it] **OR** date of the Event]. If You have ause 5 (including, but not limited to nded as soon as is reasonably ar Days of Our acceptance of Your er be cancelled, You must confirm Catering Services after this time em, please refer to Clause 11.

before We begin providing the f required personnel (including but due to the occurrence of an event cancellation is necessary, We will ssible. If You have made any but not limited to the Deposit), the reasonably possible, and in any forming You of the cancellation.

calculated in accordance with Our e at the time of Your Order. The e following:

- 5.1.2 Your require
- 5.1.3 The number
- 5.1.4 Special requ
- 5.1.5 <<Insert furt
- 5.2 If We quote a Speci <<insert document, time period>> or, if the period shown ir be accepted at the the period has expir
- 5.3 Our Prices may chat that We have alread
- 5.4 All Prices include V Order and the date must pay. Change received payment ir
- 5.5 Before We begin pl a Deposit of <<in: Services. The due Order Confirmation.
- 5.6 In certain circumst refunded in full or in Price for the Caterin the amount of work Clause 4.4 if You c it] **OR** [up to <<ins Clause 4.5 if We ca are cancelled after t
- 5.7 The balance of the to the date of the Services].
- 5.8 Additional items su requested by You a separately to You. without Your prior a
- 5.9 We accept the follo
 - 5.9.1 <<insert type
 - 5.9.2 <<insert type
 - 5.9.3 <<insert type
 - 5.9.4 <<insert type
 - 5.9.5 <<add more
- 5.10 Credit and/or debit charged>>.]
- 5.11 If You do not make document e.g. inv interest on the over







will be catering;

ır Order;

t to the Price shown in Our current ecial Price will be valid for <<insert of an advertised special offer, for ders placed during this period will do not accept the Order until after

se changes will not affect Orders

hanges between the date of Your ill adjust the rate of VAT that You ny Prices where We have already

vices, You will be required to pay the total Price for the Catering ur Deposit will be included in the

cancelled, Your Deposit will be will be calculated based upon the rt document, e.g. price list>>, and aken by Us. Please refer to sub-<<insert time period>> of placing to the date of the Event], to subclause 11 if the Catering Services

later than <<insert period>> prior e have completed the Catering

xpenses or any additional items rice has been paid will be invoiced I not incur any additional expense

quired>>.

t:

insert point at which a card will be

lue date [as shown in/on <<insert n etc.>>] We may charge You <insert percentage between 2 and

4>>% per annum a time to time. Inte payment until the a or after judgment. sum. [If payment note that failure to providing the Cater full and may still de We have already p preparation of Food

5.12 The provisions of contacted Us to dis such a dispute is or

6 Providing the Catering Se

- 6.1 As required by law, and care, consisten and in accordance and about Us.
- 6.2 [Subject to the re Services as specifie
- 6.3 We will make every (and in accordance responsible for any see Clause 10 for e
- 6.4 If We require any Catering Services, possible.
- 6.5 If the information of Clause 6.4 is dela responsible for any from Us to correct of or otherwise incorre a reasonable addition
- 6.6 We follow all relev including, but not lin
- 6.7 If We are delivering Food is transported
- 6.8 We will deliver [and specified in the Ord We will make it av Order Confirmation. Services, the Cate working, hours spec
- 6.9 Delivery of the Foo been delivered to t someone identified collecting the Food You have collected
- 6.10 The responsibility (



ate of <<insert bank name>> from aily basis from the due date for the overdue sum, whether before est due when paying an overdue before Your Event begins, please he due date may result in Us not urs, We will retain Your Deposit in part of the Catering Services that not limited to, the purchase and

not apply if You have promptly aith. No interest will accrue while

ring Services with reasonable skill standards in the catering market, ovided by Us about the Services

ue]We will provide the Catering ion.

vide the Catering Services on time We cannot, however, be held de of Our control occurs. Please trol.

form You in order to provide the this as soon as is reasonably

the action You take under suberwise incorrect, We will not be ult. If additional work is required the made as a result of incomplete on Your part, We may charge You

at all stages of food preparation andling.

ause 6.8, We shall ensure that all ehicles.

>>] the Food at the time and date u are collecting the Food from Us, he time and date specified in the provided as part of the Catering le at the time, date, and for the nation.

e taken place when the Food has cated in Your Order and You (or sical possession of it. If You are deemed to have taken place when

r the Food remains with Us until

delivery is complete You.

- 6.11 Title to the Food pa
- 6.12 Please note careful
 - 6.12.1 If We refuse pay any and You may tre part of the O as soon as i Days of the
 - 6.12.2 We recognis be essential Contract as reasonably p event trigger
- 6.13 If either event in su of treating the Cont continue to fail to d end and We will rei event within 14 Cale
- 6.14 If, despite the event the Contract as bei the Food will be una reasonably possible triggering Your can
- 6.15 Where the Food m reject or cancel all c

7 Problems with the Cateri

- 7.1 We always use reas Services is trouble Services We reque [(You do not need to
- 7.2 We will use reason as quickly as is reas
- 7.3 We will not charge problems have bee contractors or when been caused by in taken by You, subwork.
- 7.4 As a consumer, Yo services. For full de it is recommended Trading Standards reasonable skill and or, if that is not inconvenience to Y Catering Services provided about the

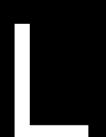
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e 6.9 at which point it will pass to

ve received payment in full.

reasons other than Your failure to material breach of the Contract), at an end and, irrespective of any e provided, We will reimburse You nd in any event within 14 Calendar cellation.

bd at the agreed time and date will Food on time, You may treat the will reimburse You as soon as is nt within 14 Calendar Days of the

u may, at Your discretion, instead specify a new delivery time. If We reat the Contract as being at an is reasonably possible, and in any riggering Your cancellation.

6.13, You still choose not to treat to Cancel Your Order or to reject e will reimburse You as soon as is n 14 Calendar Days of the event

Commercial Unit, You may only

egal Rights

that Our provision of the Catering e is a problem with the Catering s soon as is reasonably possible this case)].

blems with the Catering Services ctical.

ms under this Clause 7 where the Our agents or employees or sub-We determine that a problem has nformation or action provided or We may charge You for remedial

ts with respect to the purchase of and guidance on exercising them, local Citizens Advice Bureau or erform the Catering Services with ht to request repeat performance hin a reasonable time without t to a reduction in price. If the e with information that We have ht to request repeat performance

or, if that is not inconvenience to Y does not relate to right to a reduction Catering Services ir for the same and W In cases where a p Price and, where Y full or partial refund (and in any event v agree that You are method originally us

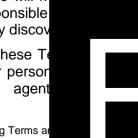
7.5 As a consumer, You of goods. For full d it is recommended Trading Standards purpose, as descrit does not match an reject the Food, Yo You may have the where rectified or r the rectified or repla the refund will be calendar days starti the refund) and ma unless You request

8 Insurance

We shall ensure that We liability insurance in order t

9 Our Liability

- 9.1 We will be respon suffer as a result negligence (includir or damage is fores negligence or if it created. We will foreseeable.
- 9.2 We provide Caterin make no warranty commercial, busine By making Your Or for such purposes. business, interruptic
- 9.3 [If We are providir damage, We will m are not responsible that We may discov
- 9.4 Nothing in these Te for death or persor employees, agent



hin a reasonable time without ncerns information about Us that Catering Services), You have the on We are required to repeat the egal rights, We will not charge You costs of such repeat performance. his may be any sum up to the full payment(s) to Us, may result in a II be issued without undue delay starting on the date on which We and made via the same payment equest an alternative method.

rights with respect to the purchase and guidance on exercising them, local Citizens Advice Bureau or not of satisfactory quality, fit for information We have provided, or own You, You may be entitled to rectified or replacement Food or on up to the full Price. In cases uired, We will not charge You for where a refund of any kind is due, elay (and in any event within 14 We agree that You are entitled to nt method originally used by You

nes suitable and sufficient public prvices.

e loss or damage that You may Contract or as a result of Our , agents or sub-contractors). Loss is consequence of the breach or u and Us when the Contract is any loss or damage that is not

and private use (or purposes). We the Catering Services are fit for s of any kind [(including resale)]. will not use the Catering Services You for any loss of profit, loss of loss of business opportunity.

Your property and We cause any at no additional cost to You. We s or damage in or to Your property tering Services.]

ks to exclude or limit Our liability negligence (including that of Our or for fraud or fraudulent

misrepresentation.

- 9.5 Nothing in these Te for failing to perforn accordance with in about Us.
- 9.6 Nothing in these T rights as a consum Your local Citizens

10 Events Outside of Our Co

- 10.1 We will not be liab where that failure reasonable control. internet service pro third parties, riots earthquakes, subsid (declared, undeclare other natural disas control.
- 10.2 If any event descrit affect Our perform Conditions:
 - 10.2.1 We will infor
 - 10.2.2 Our obligation and any time
 - 10.2.3 We will infor provide deta Services as
 - 10.2.4 If an event Contract, Yo sub-Clause
 - 10.2.5 If the event period>> [w right to can cancellation. will be paid t within 14 Ca

11 Cancellation

- 11.1 If You wish to can before We begin pro
- 11.2 Once We have beg the Catering Servic Food by giving Us payment to Us for completed, these s possible, and in any cancellation. For commenced work o relevant sums will e

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ks to exclude or limit Our liability vith reasonable care and skill or in s about the Catering Services or

eks to exclude or limit your legal Your legal rights, please refer to standards Office.

ay in performing Our obligations any cause that is beyond Our ut are not limited to: power failure, couts or other industrial action by t, fire, explosion, flood, storms, (threatened or actual), acts of war preparations for war), epidemic or that is beyond Our reasonable

occurs that is likely to adversely igations under these Terms and

sonably possible;

and Conditions will be suspended d by will be extended accordingly;

butside of Our control is over and times or availability of Catering

ccurs and You wish to cancel the ce with Your right to cancel under

continues for more than <<insert Contract in accordance with Our 11.5.3 and inform You of the bu as a result of that cancellation sonably possible, and in any event ellation notice.

r Order for the Catering Services of so under sub-Clause 4.4.

g Services, You are free to cancel ny time before the delivery of the n notice. If You have made any g Services that We have not yet o You as soon as is reasonably ar Days of Our acceptance of Your g Services that We have already hase and preparation of Food), the any refund due to You or You will

be invoiced for the with Clause 5, as a

- 11.3 If any of the followi Contract immediate payment to Us for a these sums will be the Catering Servic either be deducted sums due, as appro Clause 11.3.1, You and will receive a required to give <<i
 - 11.3.1 We have bre remedy that in writing; or
 - 11.3.2 We have er over Our as
 - 11.3.3 We are una outside of O
 - 11.3.4 We change
- 11.4 We may cancel Y providing them under
- 11.5 If any of the follow Contract immediate payment to Us for a these sums will be any event within 14 provided any part o sums due will be de We will invoice You in accordance with period>> notice in th
 - 11.5.1 You fail to n does not aff sub-Clause
 - 11.5.2 You have br remedy that in writing; or
 - 11.5.3 We are una outside of 0 10.2.5).
- 11.6 For the purposes of 11.5.2) a breach of or trivial in its consolid clause 11.3.1 and l breach is material accident, mishap, m







to make payment in accordance

cel the Catering Services and the notice. If You have made any ervices We have not yet provided, <insert period>>. For any part of y provided, the relevant sums will You or You will be invoiced for the ecause of Our breach under submake any further payments to Us s already paid. You will not be hese circumstances:

hy material way and have failed to eriod>> of You asking Us to do so

have an administrator appointed

ering Services due to an event Clause 10.2.4).

ons to Your material disadvantage

ering Services before we begin

el the Catering Services and the notice. If you have made any ervices We have not yet provided, as is reasonably possible, and in cancellation notice. If We have hat You have not yet paid for, the due to You or, if no refund is due, will be required to make payment not be required to give <<insert

as required under Clause 5 (this interest on overdue sums under

ny material way and have failed to eriod>> of Us asking You to do so

ering Services due to an event l longer than that in sub-Clause

barticular, sub-Clauses 11.3.1 and idered 'material' if it is not minimal nating Party (i.e. You under sub-5.2). In deciding whether or not a o whether it was caused by any ing.

12 Communication and Con

- 12.1 If You wish to conta telephone at <<inse
- 12.2 In certain circumsta Order, for example, When contacting Us
 - 12.2.1 Contact Us
 - 12.2.2 Contact Us address>>.

13 Complaints and Feedbac

- 13.1 We always welcom all reasonable ender Ours is a positive of any cause for comp
- 13.2 All complaints are r and procedure, ava
- 13.3 If You wish to comp but not limited to, t Services, please co
 - 13.3.1 [In writing, department>
 - 13.3.2 [By email, department>
 - 13.3.3 [Using Our of form;]
 - 13.3.4 [By contactil choosing op

14 How We Use Your Persor

For complete details of Ou data including, but not limi legal basis or bases for us personal data sharing (whe from <<insert location>>.

15 Other Important Terms

- 15.1 We may transfer (a Conditions (and un happen, for examp informed by Us in v not be affected and transferred to the th
- 15.2 You may not transf and Conditions (an written permission.
- 15.3 The Contract is bet person or third part

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omplaints, You may contact Us by at <<insert email address>>.

Us in writing (when cancelling an to cancel the Catering Services). the following methods:

l address>>; or

insert Caterer name>>, <<insert

tomers and, while We always use our experience as a customer of ant to hear from You if You have

ith Our complaints handling policy ion(s)>>.

Your dealings with Us, including, ons, the Contract, or the Catering owing ways:

t name and/or position and/or

t name and/or position and/or s>>;]

the instructions included with the

c<insert telephone number>> [and vhen prompted.]]

otection)

storage, and retention of personal which personal data is used, the its and how to exercise them, and fer to Our Privacy Notice available

nd rights under these Terms and plicable) to a third party (this may ness). If this occurs You will be r these Terms and Conditions will nese Terms and Conditions will be bound by them.

ons and rights under these Terms applicable) without Our express

not intended to benefit any other person or party will be entitled to

enforce any provision

- 15.4 If any of the prov unlawful, invalid or that / those provisio Terms and Conditid be valid and enforce
- 15.5 No failure or delay Terms and Condition by Us of a breach d We will waive any s

16 Governing Law and Juris

- These Terms and 16.1 and Us (whether construed in accord [Scotland].
- 16.2 As a consumer, yo your country of res reduces your rights
- Any dispute, contro 16.3 to these Terms and and Us (whether co the courts of Englar your residency.







onditions.

and Conditions are found to be e by any court or other authority, vered from the remainder of these these Terms and Conditions shall

ing any of Our rights under these waived such right, and no waiver Terms and Conditions means that same or any other provision.

and the relationship between you se) shall be governed by, and gland & Wales] [Northern Ireland]

handatory provisions of the law in Clause 16.1 above takes away or those provisions.

aim between you and Us relating t, or the relationship between you hall be subject to the jurisdiction of orthern Ireland, as determined by

