

CATERING TERMS AND C

LARGE FUNCTIONS (B2C)

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

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

1. Definitions and Interpretation

1.1 In these Terms and the following expressions

the context otherwise requires, the meanings:

“Business Day”

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

“Calendar Day”

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“Catering Services”

me to Or

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

“Catering Staff”

me Se

vided as part of the Catering

“Commercial Unit”

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this case, the Food) where the goods would be materially ded;

“Contract”

me ex

provision of Catering Services as

“Deposit”

me 4.3

nt made to Us under sub-Clause

“Event”

me as

You require the Catering Services

“Food”

me Se

l provide as part of the Catering

“Price”

me

r the Catering Services;

“Special Price”

me wh

payable for Catering Services me to time;

“Order”

me [as

catering Services [as attached] OR

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“Order Confirmation” means our confirmation of Your Order as

“We/Us/Our” means

1.2 Each reference in these Terms to “writing” and any similar expression includes communications whether sent by e-mail, [text message,] fax or other electronic means.

2. Information About Us

2.1 <<insert name of Company>> (a [<<insert business type, e.g. Sole Trader, Partnership, LLP, Limited Company etc.>>] registered in England and Wales under number <<insert company number>>] [whose registered address is <<insert registered address>>] and whose main trading address is <<insert trading address>>).

2.2 [Our VAT number is <<insert VAT number>>].

2.3 [We are regulated by <<insert regulator(s)>>].

2.4 [We are a member of <<insert association(s) etc.>>].

2.5 [<<Insert further information>>].

3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Catering Services by Us and You. The Contract between Us and You is formed when You accept these Terms and Conditions. Before submitting an Order, You must read these Terms and Conditions carefully. If You do not agree to these Terms and Conditions, please do not place an Order.

3.2 Nothing provided by Us, including our website, literature, price list or other promotional material, constitutes a contractual offer. Only an Order constitutes a contractual offer that We accept.

3.3 A legally binding Contract between Us and You will be created upon our acceptance of Your Order. Our Order Confirmations will be sent to You by e-mail.

3.4 We shall ensure that the Contract between Us and You, save for any amendments, is given or made available to You prior to the formation of the Contract, where such information is not apparent from the context of the Contract.

3.4.1 The main contract is for the provision of Catering Services, the Food and Our Catering Staff.

3.4.2 Our identity and contact details (as set out in Clause 2) and contact details (as set out in Clause 2).

3.4.3 The total Price of the Contract, including the Catering Services, the Food and the Catering Staff, including the Price of the Catering Services is such that the Price of the Contract will be calculated in advance, the manner in which it will be calculated.

3.4.4 The arrangement for the performance and the time by which (or within which) the Contract is to be performed from the Catering Services;

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

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;

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 d
 - 4.2.4 Details of ar
 - 4.2.5 <<Insert fur
- 4.3 You may change Y <<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 Y [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 d not limited to Cater outside of Our reas inform You as so payments to Us un payment(s) will be event within 14 C Cancellations will b

ct to these Terms and Conditions:

Information will be required:

ot limited to the date and venue);

will be catering;

etary 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 changes 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.

5. Price and Payment

- 5.1 The Price of the Ca <<insert document, Price shall be calcu
 - 5.1.1 The Food, a

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

;

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- 5.1.2 Your require
- 5.1.3 The number
- 5.1.4 Special requ
- 5.1.5 <<Insert furt

will be catering;
 r Order;

- 5.2 If We quote a Speci
- <<insert document,
- time period>> or, if
- the period shown in
- be accepted at the
- the period has expir

t to the Price shown in Our current
 Special 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

- 5.3 Our Prices may cha
- that We have already

se changes will not affect Orders

- 5.4 All Prices include V
- Order and the date
- must pay. Change
- received payment in

changes between the date of Your
 will adjust the rate of VAT that You
 any Prices where We have already

- 5.5 Before We begin pr
- a Deposit of <<ins
- Services. The due
- Order Confirmation.

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

- 5.6 In certain circumst
- refunded in full or in
- Price for the Cateri
- 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

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

- 5.7 The balance of the
- to the date of the
- Services].

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

- 5.8 Additional items su
- requested by You a
- separately to You.
- without Your prior a

xpenses or any additional items
 price has been paid will be invoiced
 l not incur any additional expense

- 5.9 We accept the follow

t:

- 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

quired>>.

- 5.10 Credit and/or debit
- charged>>.]

insert point at which a card will be

- 5.11 If You do not make
- document e.g. inv
- interest on the over

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

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4>>% per annum a time to time. Interest 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

ate of <<insert bank name>> from daily 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

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

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

6 Providing the Catering Se

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6.1 As required by law, and care, consisten and in accordance and about Us.

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

6.2 [Subject to the re Services as specifie

ue]We will provide the Catering ion.

6.3 We will make every (and in accordanc responsible for any see Clause 10 for e

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

6.4 If We require any Catering Services, possible.

rom You in order to provide the f this as soon as is reasonably

6.5 If the information of Clause 6.4 is dela responsible for any from Us to correct or otherwise incorre a reasonable additio

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

6.6 We follow all relev including, but not lin

at all stages of food preparation handling.

6.7 If We are delivering Food is transported

ause 6.8, We shall ensure that all ehicles.

6.8 We will deliver [and specified in the Ord We will make it av Order Confirmation. Services, the Cate working, hours spec

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

6.9 Delivery of the Foo been delivered to t someone identified collecting the Food You have collected

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

6.10 The responsibility (

r the Food remains with Us until

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delivery is complete
You.

se 6.9 at which point it will pass to

6.11 Title to the Food pas

ve received payment in full.

6.12 Please note careful

6.12.1 If We refuse
pay any and
You may tre
part of the C
as soon as i
Days of the

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
ancellation.

6.12.2 We recognis
be essential
Contract as
reasonably p
event trigger

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

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

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

6.14 If, despite the event
the Contract as bei
the Food will be una
reasonably possible
triggering Your can

d 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

6.15 Where the Food m
reject or cancel all c

a Commercial Unit, You may only

7 Problems with the Catering

Legal Rights

7.1 We always use rea
Services is trouble
Services We requ
[(You do not need t

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

7.2 We will use reason
as quickly as is rea

blems with the Catering Services
ctical.

7.3 We will not charge
problems have bee
contractors or whe
been caused by in
taken by You, sub-C
work.

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

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

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

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or, if that is not
inconvenience to You
does not relate to
right to a reduction
Catering Services in
for the same and We
In cases where a p
Price and, where You
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 describ
does not match an
reject the Food, You
You may have the
where rectified or r
the rectified or repla
the refund will be
calendar days start
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 (includin
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, interruptio

9.3 [If We are providin
damage, We will m
are not responsible
that We may discov

9.4 Nothing in these Te
for death or person
employees, agent

thin a reasonable time without
concerns information about Us that
(Catering Services), You have the
on We are required to repeat the
legal 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
ll be issued without undue delay
starting on the date on which We
and made via the same payment
request 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
quired, We will not charge You for
where a refund of any kind is due,
delay (and in any event within 14
We agree that You are entitled to
nt method originally used by You

nes suitable and sufficient public
services.

e loss or damage that You may
Contract or as a result of Our
, agents or sub-contractors). Loss
us 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
Catering Services.]

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

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misrepresentation.

9.5 Nothing in these Terms and Conditions shall seek to exclude or limit Our liability for failing to perform Our obligations in accordance with information provided to Us about Us.

with reasonable care and skill or in connection with information provided to Us about the Catering Services or

9.6 Nothing in these Terms and Conditions shall seek to exclude or limit your legal rights as a consumer. For more information on Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

eks to exclude or limit your legal rights as a consumer. For more information on Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

10 Events Outside of Our Control

10.1 We will not be liable for any failure to perform Our obligations where that failure is caused by an event which is outside Our reasonable control. Such events include, but are not limited to: internet service provider failure; power failure; third parties, riots, strikes, terrorism, fire, explosion, flood, storms, earthquakes, subsidence, sabotage (threatened or actual), acts of war (declared, undeclared or in preparation for war), epidemic or other natural disasters. We will not be liable for any failure to perform Our obligations that is beyond Our reasonable control.

may in performing Our obligations where that failure is caused by an event which is outside Our reasonable control. Such events include, but are not limited to: power failure, internet service provider failure, third parties, riots, strikes, terrorism, fire, explosion, flood, storms, earthquakes, subsidence, sabotage (threatened or actual), acts of war (declared, undeclared or in preparation for war), epidemic or other natural disasters. We will not be liable for any failure to perform Our obligations that is beyond Our reasonable control.

10.2 If any event described in sub-Clause 10.1 occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:

10.2) occurs that is likely to adversely affect Our performance of Our obligations under these Terms and Conditions:

10.2.1 We will inform You as soon as is reasonably possible;

10.2.1) We will inform You as soon as is reasonably possible;

10.2.2 Our obligations under these Terms and Conditions will be suspended and any time for performance of Our obligations under these Terms and Conditions will be extended accordingly;

10.2.2) Our obligations under these Terms and Conditions will be suspended and any time for performance of Our obligations under these Terms and Conditions will be extended accordingly;

10.2.3 We will inform You as soon as is reasonably possible and provide details of the event and the impact on the availability of Catering Services as soon as is reasonably possible;

10.2.3) We will inform You as soon as is reasonably possible and provide details of the event and the impact on the availability of Catering Services as soon as is reasonably possible;

10.2.4 If an event described in sub-Clause 10.1 occurs and You wish to cancel the Contract, You will be entitled to exercise Your right to cancel under sub-Clause 11.1;

10.2.4) If an event described in sub-Clause 10.1 occurs and You wish to cancel the Contract, You will be entitled to exercise Your right to cancel under sub-Clause 11.1;

10.2.5 If the event described in sub-Clause 10.1 continues for more than <<insert period>> [we will suspend the Contract in accordance with Our obligations under sub-Clause 11.5.3 and inform You of the event and the impact on the availability of Catering Services to You as a result of that cancellation as soon as is reasonably possible, and in any event no later than 14 Calendar Days after the event has occurred.]

10.2.5) If the event described in sub-Clause 10.1 continues for more than <<insert period>> [we will suspend the Contract in accordance with Our obligations under sub-Clause 11.5.3 and inform You of the event and the impact on the availability of Catering Services to You as a result of that cancellation as soon as is reasonably possible, and in any event no later than 14 Calendar Days after the event has occurred.]

11 Cancellation

11.1 If You wish to cancel Your Order for the Catering Services before We begin preparation of the Food, You may do so under sub-Clause 4.4.

11.1) If You wish to cancel Your Order for the Catering Services before We begin preparation of the Food, You may do so under sub-Clause 4.4.

11.2 Once We have begun preparation of the Catering Services, You are free to cancel Your Order for the Catering Services at any time before the delivery of the Food by giving Us notice. If You have made any payment to Us for the Catering Services that We have not yet completed, these sums will be refunded to You as soon as is reasonably possible, and in any event no later than 14 Calendar Days of Our acceptance of Your cancellation. For the Catering Services that We have already commenced work on (including the purchase and preparation of Food), the relevant sums will be refunded to You or You will

11.2) Once We have begun preparation of the Catering Services, You are free to cancel Your Order for the Catering Services at any time before the delivery of the Food by giving Us notice. If You have made any payment to Us for the Catering Services that We have not yet completed, these sums will be refunded to You as soon as is reasonably possible, and in any event no later than 14 Calendar Days of Our acceptance of Your cancellation. For the Catering Services that We have already commenced work on (including the purchase and preparation of Food), the relevant sums will be refunded to You or You will

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be invoiced for the
with Clause 5, as ap

to make payment in accordance

11.3 If any of the followi
Contract immediate
payment to Us for a
these sums will be
the Catering Service
either be deducted
sums due, as appr
Clause 11.3.1, You
and will receive a
required to give <<i

cancel the Catering Services and the
notice. If You have made any
services 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
because of Our breach under sub-
make any further payments to Us
s already paid. You will not be
these circumstances:

11.3.1 We have bre
remedy that
in writing; or

ny material way and have failed to
<<insert period>> of You asking Us to do so

11.3.2 We have er
over Our ass

have an administrator appointed

11.3.3 We are una
outside of O

tering Services due to an event
(Clause 10.2.4).

11.3.4 We change t

ons to Your material disadvantage

11.4 We may cancel Y
providing them unde

tering Services before we begin

11.5 If any of the followi
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
<<insert period>> notice in t

cancel the Catering Services and the
n notice. If you have made any
services We have not yet provided,
as is reasonably possible, and in
cancellation notice. If We have
that 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

11.5.1 You fail to r
does not af
sub-Clause 5

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

11.5.2 You have br
remedy that
in writing; or

ny material way and have failed to
<<insert period>> of Us asking You to do so

11.5.3 We are una
outside of C
10.2.5).

tering Services due to an event
d longer than that in sub-Clause

11.6 For the purposes of
11.5.2) a breach of
or trivial in its cons
Clause 11.3.1 and
breach is material
accident, mishap, m

particular, sub-Clauses 11.3.1 and
sidered '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
ng.

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12 Communication and Contact

- 12.1 If You wish to contact Us by telephone at <<insert telephone number>>
- 12.2 In certain circumstances, You may cancel Your Order, for example, if You are unable to attend the event. When contacting Us to cancel the Catering Services, please use the following methods:
 - 12.2.1 Contact Us by telephone at <<insert telephone number>>; or
 - 12.2.2 Contact Us by email at <<insert Caterer name>>, <<insert email address>>.

complaints, You may contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

You may also contact Us in writing (when cancelling an Order, for example, to cancel the Catering Services). Please use the following methods:

13 Complaints and Feedback

- 13.1 We always welcome feedback from our customers and, while We always use all reasonable endeavours to ensure Your experience as a customer of Ours is a positive one, we do want to hear from You if You have any cause for complaint.
- 13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location(s)>>.
- 13.3 If You wish to complain about Us, but not limited to, the Catering Services, please contact Us using the following ways:
 - 13.3.1 [In writing, to the attention of <<insert name and/or position and/or department>>]
 - 13.3.2 [By email, to the attention of <<insert name and/or position and/or department>>]
 - 13.3.3 [Using Our contact form;]
 - 13.3.4 [By contacting Us on <<insert telephone number>> [and when prompted.]]

customers and, while We always use all reasonable endeavours to ensure Your experience as a customer of Ours is a positive one, we do want to hear from You if You have any cause for complaint.

All complaints are handled in accordance with Our complaints handling policy and procedure, available at <<insert location(s)>>.

If You wish to complain about Us, but not limited to, the Catering Services, please contact Us using the following ways:

14 How We Use Your Personal Data (Data Protection)

For complete details of Our data protection policy, including, but not limited to, the legal basis or bases for us processing Your personal data, and how to exercise them, and our personal data sharing (where applicable), please refer to Our Privacy Notice available at <<insert location>>.

For complete details of Our data protection policy, including, but not limited to, the legal basis or bases for us processing Your personal data, and how to exercise them, and our personal data sharing (where applicable), please refer to Our Privacy Notice available at <<insert location>>.

15 Other Important Terms

- 15.1 We may transfer (assign) our obligations and rights under these Terms and Conditions (and any applicable law) to a third party (this may happen, for example, if we are acquired by another business). If this occurs You will be informed by Us in writing and Your obligations under these Terms and Conditions will not be affected and You will remain bound by them. If the third party to whom these Terms and Conditions will be transferred to the third party, You will remain bound by them.
- 15.2 You may not transfer (assign) our obligations and rights under these Terms and Conditions (and any applicable law) without Our express written permission.
- 15.3 The Contract is between Us and You. It is not intended to benefit any other person or third party and no person or party will be entitled to enforce it.

We may transfer (assign) our obligations and rights under these Terms and Conditions (and any applicable law) to a third party (this may happen, for example, if we are acquired by another business). If this occurs You will be informed by Us in writing and Your obligations under these Terms and Conditions will not be affected and You will remain bound by them. If the third party to whom these Terms and Conditions will be transferred to the third party, You will remain bound by them.

You may not transfer (assign) our obligations and rights under these Terms and Conditions (and any applicable law) without Our express written permission.

The Contract is between Us and You. It is not intended to benefit any other person or third party and no person or party will be entitled to enforce it.

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enforce any provision of these Terms and Conditions.

15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or unenforceable by any court or other authority, that / those provisions shall nevertheless remain in full force and effect, and the remainder of these Terms and Conditions shall remain valid and enforceable.

15.5 No failure or delay in exercising any of Our rights under these Terms and Conditions shall constitute a waiver of such right, and no waiver of any of Our rights under these Terms and Conditions shall constitute a waiver of any other provision.

16 Governing Law and Jurisdiction

16.1 These Terms and Conditions and the relationship between you and Us (whether you are a consumer or not) shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].

16.2 As a consumer, you may be entitled to certain mandatory provisions of the law in your country of residence. Clause 16.1 above takes away or restricts those provisions.

16.3 Any dispute, controversy or claim between you and Us relating to these Terms and Conditions, or the relationship between you and Us (whether you are a consumer or not) shall be subject to the jurisdiction of the courts of England and Wales, Northern Ireland, or Scotland, as determined by your residency.

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