



“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 trading name if different from company name>>] business type, e.g. Sole Trader, Partnership, LLP, etc.) registered in England and Wales under number <<insert company number>> [registered office address <<insert registered address>>] [whose registered address is also its 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 and accept 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, brochures, literature, price lists, quotations, or any other communication, constitutes a contractual offer unless it is expressly stated to do so. Only an Order Confirmation constitutes a contractual offer that We accept.

3.3 A legally binding Contract will be created upon our acceptance of Your Order. Our Order Confirmation and Your Order Confirmation will be the sole basis of the Contract.

3.4 We shall ensure that the Contract is given or made available to You prior to the formation of the Contract between Us and You, save for any communication that is manifestly apparent from the context of the Contract.

3.4.1 The main characteristics of the Catering Services and the Food;

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

3.4.3 The total Price of the Catering Services and the Food including taxes and charges, and the currency in which it will be calculated; or, if the nature of the Catering Services is such that the Price cannot be calculated, the method of calculation;

3.4.4 The arrangements for the performance and the time by which (or times) the Catering Services will be provided;

3.4.5 Our complaint procedure.



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- 5.1.4 <<Insert further details>>.
- 5.2 If We quote a Special Price to the Price shown in Our current Special Price will be valid for <<insert time period>> or, if of an advertised special offer, for the period shown in the Order. Orders placed during this period will be accepted at the Special Price. We do not accept the Order until after the period has expired.
- 5.3 Our Prices may change. Price changes will not affect Orders that We have already accepted.
- 5.4 All Prices include VAT. VAT changes between the date of Your Order and the date of the Event. We will adjust the rate of VAT that You must pay. Changes in VAT on any Prices where We have already received payment in full will be reflected in the total Price for the Catering Services. You will be required to pay the total Price for the Catering Services. The due date for Your Deposit will be included in the Order Confirmation.
- 5.5 Before We begin providing Catering Services, You will be required to pay a Deposit of <<insert amount>> of the total Price for the Catering Services. The due date for Your Deposit will be included in the Order Confirmation.
- 5.6 In certain circumstances, Your Deposit will be cancelled, Your Deposit will be refunded in full or in part. The amount of the refund will be calculated based upon the Price for the Catering Services shown in the <<insert document, e.g. price list>>, and the amount of work completed by Us. Please refer to sub-Clause 4.4 if You cancel the Order <<insert time period>> of placing the Order, to sub-Clause 4.5 if We cancel the Order <<insert time period>> prior to the date of the Event, to sub-Clause 11 if the Catering Services are cancelled after the date of the Event.
- 5.7 The balance of the Price for the Catering Services to be later than <<insert period>> prior to the date of the Event. We have completed the Catering Services].
- 5.8 Additional items supplied at extra expense or any additional items requested by You at the Event. The price for these items will be invoiced separately to You. We will not incur any additional expense if You do not incur any additional expense at the Event.
- 5.9 We accept the following payment methods:
- 5.9.1 <<insert type of payment method>>
- 5.9.2 <<insert type of payment method>>
- 5.9.3 <<insert type of payment method>>
- 5.9.4 <<insert type of payment method>>
- 5.9.5 <<add more payment methods if required>>.
- 5.10 Credit and/or debit card payment. <<insert point at which a card will be charged>>.]
- 5.11 If You do not make payment by the due date [as shown in/on <<insert document e.g. invoice>> or on etc.>>] We may charge You interest on the overdue sum <<insert percentage between 2 and 4>>% per annum a time to time. Interest will be charged on a daily basis from the due date for payment until the overdue sum is paid in full. The interest is the best due when paying an overdue sum. [If payment is made before Your Event begins, please

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note that failure to providing the Catering full and may still de We have already p preparation of Food

ne 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, consistency and in accordance and about Us.

ring Services with reasonable skill standards in the catering market, provided 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 accordance 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 c or otherwise incorre a reasonable additio

the action You take under sub- erwise 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 lim

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.

>>] the Food at the time and date u are collecting the Food from Us, he time and date specified in the

6.9 Delivery of the Food 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 ytical possession of it. If You are deemed to have taken place when

6.10 The responsibility ( delivery is complete You.

or the Food remains with Us until se 6.9 at which point it will pass to

6.11 Title to the Food pa

ve received payment in full.

6.12 Please note careful

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6.12.1 If We refuse to pay any and You may treat part of the Contract as soon as is possible within 14 Calendar Days of the event triggering Your cancellation.

reasons other than Your failure to perform a material breach of the Contract), at an end and, irrespective of any other provision provided, We will reimburse You as soon as is reasonably possible and in any event within 14 Calendar Days of the event triggering Your cancellation.

6.12.2 We recognise that the Food may be essential to You and the Contract as a result of the event triggering Your cancellation. We will reimburse You as soon as is reasonably possible and in any event within 14 Calendar Days of the event triggering Your cancellation.

Food at the agreed time and date will be essential to You and the Contract as a result of the event triggering Your cancellation. We will reimburse You as soon as is reasonably possible and in any event within 14 Calendar Days of the event triggering Your cancellation.

6.13 If either event in sub-clause 6.12.1 or 6.12.2 occurs, You may, at Your discretion, instead of treating the Contract as being at an end and We will reimburse You as soon as is reasonably possible and in any event within 14 Calendar Days of the event triggering Your cancellation.

You may, at Your discretion, instead of treating the Contract as being at an end and We will reimburse You as soon as is reasonably possible, and in any event within 14 Calendar Days of the event triggering Your cancellation.

6.14 If, despite the event in sub-clause 6.13, You still choose not to treat the Contract as being at an end, You may only reject or cancel all or part of the Food which will be unavailable as soon as is reasonably possible and in any event within 14 Calendar Days of the event triggering Your cancellation.

and 6.13, You still choose not to treat the Contract as being at an end, You may only reject or cancel all or part of the Food which will be unavailable as soon as is reasonably possible and in any event within 14 Calendar Days of the event triggering Your cancellation.

6.15 Where the Food may be rejected or cancelled all or part of a Commercial Unit, You may only reject or cancel all or part of the Commercial Unit.

a Commercial Unit, You may only reject or cancel all or part of the Commercial Unit.

**7. Problems with the Catering Services**

**Legal Rights**

7.1 We always use reasonable endeavours to ensure that the Catering Services is trouble-free. If there is a problem with the Catering Services We request that You contact Us as soon as is reasonably possible [(You do not need to provide any details of the problem in this case)].

that Our provision of the Catering Services is a problem with the Catering Services as soon as is reasonably possible [(You do not need to provide any details of the problem in this case)].

7.2 We will use reasonable endeavours to resolve any problems with the Catering Services as quickly as is reasonably practicable.

problems with the Catering Services as quickly as is reasonably practicable.

7.3 We will not charge You for any problems under this Clause 7 where the problem has been caused by Our agents or employees or subcontractors or where the problem has been caused by information or action provided or taken by You, subcontractors or suppliers for remedial work.

problems under this Clause 7 where the problem has been caused by Our agents or employees or subcontractors or where the problem has been caused by information or action provided or taken by You, subcontractors or suppliers for remedial work.

7.4 As a consumer, You have certain legal rights with respect to the purchase of Catering Services. For full details of these rights and guidance on exercising them, please contact your local Citizens Advice Bureau or Trading Standards. If You perform the Catering Services with reasonable skill and care, You have the right to request repeat performance within a reasonable time without charge or to a reduction in price. If the problem has been caused by information or action provided or taken by You, subcontractors or suppliers, You have the right to request repeat performance within a reasonable time without charge or to a reduction in price. If the problem concerns information about Us that is not related to the Catering Services, You have the right to request repeat performance within a reasonable time without charge or to a reduction in price. If the problem concerns information about Us that is not related to the Catering Services, You have the right to request repeat performance within a reasonable time without charge or to a reduction in price. If the problem concerns information about Us that is not related to the Catering Services, You have the right to request repeat performance within a reasonable time without charge or to a reduction in price.

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In cases where a p  
Price and, where Y  
full or partial refun  
(and in any event v  
agree that You are  
method originally us

costs of such repeat performance.  
This may be any sum up to the full  
payment(s) to Us, may result in a  
will be issued without undue delay  
starting on the date on which We  
and made via the same payment  
request an alternative method.

7.5 As a consumer, You  
of goods. For full  
them, it is recomme  
or Trading Standar  
purpose, as describ  
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 start  
the refund) and ma  
unless You request

rights with respect to the purchase  
rights and guidance on exercising  
Your local Citizens Advice Bureau  
is 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

8. **Insurance**

We shall ensure that We  
liability insurance in order t

ness suitable and sufficient public  
services.

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.

the 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

9.2 We provide Caterin  
make no warranty  
commercial, busine  
By making Your Or  
for such purposes.  
business, interruptio

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.

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

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

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

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

9.5 Nothing in these Te  
for failing to perform  
accordance with in  
about Us.

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

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these sums will be the Catering Services either be deducted from the sums due, as appropriate. Clause 11.3.1, You and will receive a refund. You are required to give <<insert period>>.

<<insert period>>. For any part of the Catering Services provided, the relevant sums will be due to You or You will be invoiced for the sums due because of Our breach under sub-Clause 11.3.1, You are required to make any further payments to Us for sums already paid. You will not be required to give <<insert period>> in these circumstances:

11.3.1 We have breached the Contract in any material way and have failed to provide a remedy that is not available in writing; or

any material way and have failed to provide a remedy that is not available in writing; or <<insert period>> of You asking Us to do so

11.3.2 We have entered liquidation or have an administrator appointed over Our assets;

have an administrator appointed over Our assets;

11.3.3 We are unable to provide Catering Services due to an event outside of Our control (see Clause 10.2.4).

unable to provide Catering Services due to an event outside of Our control (see Clause 10.2.4).

11.3.4 We change our terms and conditions to Your material disadvantage.

change our terms and conditions to Your material disadvantage.

11.4 We may cancel Your Catering Services providing them under the Contract.

We may cancel Your Catering Services providing them under the Contract.

11.5 If any of the following events occur, We may cancel the Contract immediately. If you have made any payment to Us for a Catering Service, these sums will be refunded to you as is reasonably possible, and in any event within 14 days of the cancellation notice. If We have provided any part of the Catering Services, sums due will be deducted from any refund. We will invoice You for any sums due in accordance with Clause 11.3.1. <<insert period>> notice in writing.

cancel the Catering Services and the Contract immediately. If you have made any payment to Us for a Catering Service, these sums will be refunded to you as is reasonably possible, and in any event within 14 days of the cancellation notice. If We have provided any part of the Catering Services, sums due will be deducted from any refund. We will invoice You for any sums due in accordance with Clause 11.3.1. <<insert period>> notice in writing.

11.5.1 You fail to make any payment as required under Clause 5 (this includes interest on overdue sums under Clause 5.2).

fail to make any payment as required under Clause 5 (this includes interest on overdue sums under Clause 5.2).

11.5.2 You have breached the Contract in any material way and have failed to provide a remedy that is not available in writing; or

any material way and have failed to provide a remedy that is not available in writing; or <<insert period>> of Us asking You to do so

11.5.3 We are unable to provide Catering Services due to an event outside of Our control (see Clause 10.2.5).

unable to provide Catering Services due to an event outside of Our control (see Clause 10.2.5).

11.6 For the purposes of Clause 11.5.2) a breach of the Contract is not considered 'material' if it is not minimal or trivial in its consequences. Clause 11.3.1 and Clause 11.5.2). In deciding whether or not a breach is material, We will take into account whether it was caused by any accident, mishap, or other event.

particular, sub-Clauses 11.3.1 and 11.5.2) a breach of the Contract is not considered 'material' if it is not minimal or trivial in its consequences. Clause 11.3.1 and Clause 11.5.2). In deciding whether or not a breach is material, We will take into account whether it was caused by any accident, mishap, or other event.

12. **Communication and Complaints**

12.1 If You wish to contact Us by telephone at <<insert telephone number>> or by email at <<insert email address>>.

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

12.2 In certain circumstances, You may be required to contact Us in writing (when cancelling an Order, for example, or when requesting to cancel the Catering Services). When contacting Us, You must use one of the following methods:

Us in writing (when cancelling an Order, for example, or when requesting to cancel the Catering Services). When contacting Us, You must use one of the following methods:

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12.2.1 Contact Us

il address>>; or

12.2.2 Contact Us  
address>>.

<insert Caterer name>>, <<insert

13. **Complaints and Feedback**

13.1 We always welcome feedback from our customers and, while We always use all reasonable endeavours to ensure that 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.

customers and, while We always use all reasonable endeavours to ensure that 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)>>.

with Our complaints handling policy and procedure, available at <insert location(s)>>.

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

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

13.3.1 [In writing, to the attention of <insert name and/or position and/or department>]

<insert name and/or position and/or

13.3.2 [By email, to the attention of <insert name and/or position and/or department>]

<insert name and/or position and/or department>];

13.3.3 [Using Our complaints form;]

g the instructions included with the

13.3.4 [By contacting Us on <insert telephone number>> [and choosing an option when prompted.]]

<<insert telephone number>> [and choosing an option when prompted.]]

14. **How We Use Your Personal Data (Data Protection)**

**(Data Protection)**

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

storage, and retention of personal data, including, but not limited to, the legal basis or bases for which personal data is used, the rights and how to exercise them, and our policy on 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 sold or our business is sold). 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 business is transferred to the third party, You will be bound by them.

and rights under these Terms and Conditions (and any applicable law) to a third party (this may happen, for example, if we are sold or our business is sold). 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 business is transferred to the third party, You will be 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.

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. No other person or third party will be entitled to enforce any provisions of these Terms and Conditions.

The Contract is between Us and You. No other person or party will be entitled to enforce any provisions 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 be severed from the remainder of these Terms and Conditions and the remaining provisions shall continue to be valid and enforceable.

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 be severed from the remainder of these Terms and Conditions and the remaining provisions shall continue to be valid and enforceable.

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- 15.5 No failure or delay in exercising any of Our rights under these Terms and Conditions shall be waived such right, and no waiver by Us of a breach of these Terms and Conditions shall mean that We will waive any such breach.
- 16. **Governing Law and Jurisdiction**
- 16.1 These Terms and Conditions shall be governed by, and construed in accordance with, the law of [England & Wales] [Northern Ireland] [Scotland].
- 16.2 As a consumer, you are entitled to the benefit of any mandatory provisions of the law in your country of residence. Clause 16.1 above takes away or reduces your rights in those countries.
- 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 contractual or not), shall be subject to the jurisdiction of the courts of England and Wales or Northern Ireland, as determined by your residency.

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