

## TERMS & CONDITIONS

### Kelmsley Food Ltd.

**35 Gowers Close | Ardingly | RH17 6UF | West Sussex**

These Terms and Conditions apply to the following as may be applicable:

- *The Company's supply of catering services to other persons or firms.*
- *The Company's supply of catering advisory and consultancy services to other persons or firms.*
- *The Company's supply of staff to third person parties*

The contract will be between the Company (stated below and hereinafter referred to as 'Company', 'Kelmsley Food Ltd', 'we', 'us') and the Customer (stated below and hereinafter referred to as 'Customer', 'you', 'your'). These Terms and Conditions do not in any case affect your statutory rights as stated by the British government.

### 1. Menu & Quotations

1.1. Whilst every effort will be made to ensure the accuracy and precision of quotations, prices quoted only become binding once agreed in your catering package and once the Terms and Conditions come into force. It is the price quoted in your 'event quote' which must be paid in full, however, the Company reserves the right to charge more for the food to be provided and/or for labour in the event that the cost of such items increases significantly, as a result of a change made by the client, between the time of conclusion of the contract and the event for the following reasons;

- Any significant menu changes that may involve extra cost directly incurred to the company.
- Event layout changes that directly affect the amount of staff necessary to maintain the service standard set by the Company.
- Additional services provided by the Company on short notice that incur direct costs upon the Company.
- In the event that extra costs are incurred to the Company in staff wages as a direct result of an unreasonable time delay to the agreed upon service.

In this case the price increase will only be the amount of additional cost directly incurred by the Company and any price change will be notified to you in writing as soon as possible.

1.2. Please note that all of our food may contain allergenic ingredients. Special diets for food allergies will be catered for only if they have been arranged prior to your event and confirmed in writing. If you wish to know more about our ingredients, please speak to your Event Coordinator or Head Chef. Every care will be given during the event in case of any allergy sufferers, but Kelmsley Food Ltd cannot, at any time, guarantee an allergen free kitchen, any food is consumed at the guests own risk.

1.3. All perishable food items which are not consumed within two hours after serving at room temperature should be immediately disposed of. Any person subsequently consuming said food, or removing food from the premises for later consumption, does so at their own risk. Kelmsley Food Ltd cannot accept responsibility for food consumed otherwise than at the location at which the food is supplied, or after the initial two hour period.

## 2. Services & Pricing

- 2.1. All prices listed in the brochure are exclusive of VAT, unless otherwise clearly stated.
- 2.2. In the eventuality that the rate of VAT changes, Kelmsley Food Ltd reserve the right to change the total cost of the event by the amount specified by the government only. This will also apply to events already booked and confirmed.
- 2.3. Prices include tableware and glassware and professional waiting staff where **stated** on your event quotation.
- 2.4. Table cloths and linen napkins can be included in your catering package where **stated**, any additional linen can be provided at an appropriate charge.
- 2.5. If the number of guests attending the event exceeds the numbers originally booked, and if we are able to cater for them, we will charge, at the same rate, for the additional number.
- 2.6. If the number of guests is less than originally booked, we will still charge for the numbers originally agreed upon.
- 2.7. Final numbers of guests must be notified to us in writing no later than 28 days prior to the event. After this time if the numbers increase by up to 10 this can normally be accommodated, but this is not guaranteed and allowances cannot be made if the numbers drop.
- 2.8. For a function at an external venue travel charges may apply in direct relation to the distance from our base.
- 2.9. Gratuities are at your discretion, and Kelmsley Food Ltd does not apply an additional service charge.
- 2.10. Unless agreed otherwise in writing the only services that the Company agrees to provide to you are the services specified in your 'event quotation' which you have agreed to in writing. Additional services may be added at the direct request of the customer or a previously appointed third party. Kelmsley Food Ltd reserves the right to charge an additional fee if deemed necessary.
- 2.11. Our contract with you for the provision of services will come into effect when your non-refundable, non-transferable deposit is cleared funds in our bank account.
- 2.12. Kelmsley Food Ltd is not at any time responsible for the safe keeping of clients' valuables, personal belongings and gifts and we recommend that all personal items are taken home with you at the end of your event.
- 2.13. Kelmsley Food Ltd cannot be held responsible for any damage caused to clients' wedding cakes.

## 3. Payment

- 3.1. All deposits are non-refundable and non-transferable, exempt only by express permission of the Director of Kelmsley Food Ltd.
- 3.2. A non-refundable, non-transferable deposit at 25% of the total quoted price for event catering is required to be made to us in cleared funds, before your booking is confirmed. The remaining balance of the total will be due no later than 2 weeks before the event.
- 3.3. Payment can be made by cash, cheque and BACS transfer. Account details will be made available to you on your invoice. Please make cheques payable to Kelmsley Food Ltd. On any payment, mention must be made of the invoice number provided to you by Kelmsley Food Ltd.
- 3.4. The Company reserves the right to charge interest (at the higher of the rate of 8% and the rate specified from time to time in the Late Payment of Commercial Debts Act on late payments).

## **4. Equipment**

4.1. Kelmsley Food Ltd reserves the right to charge the full replacement cost of any equipment lost or damaged by you or any guest.

4.2. Kelmsley Food Ltd reserves the right to charge additional fees for extra equipment hire as may be necessary as a direct result of event design alterations made by the Customer. You will be notified, in writing, at the earliest possible convenience.

## **5. Labour**

5.1. The Company reserves the right to charge (including for any applicable overtime rates) more for staffing costs should any function run on longer than initially planned or detailed in the event package through no fault of the Company. You will be notified, in writing, at the earliest possible convenience.

## **6. Cancellation**

6.1. Kelmsley Food Ltd reserves the right to cancel any function or event for any of the following reasons:

- a) If the Customer or Kelmsley Food Ltd enters into liquidation or receivership or becomes insolvent.
- b) If the event may prejudice the reputation or cause damage to Kelmsley Food Ltd.

In any of these situations Kelmsley Food Ltd will refund any payments made in advance, but will have no further liability to the client.

6.2. The following cancellation charges will be applied, which reflect the costs and expenses we may incur on your behalf as the function date nears, and the reduced time available to us to obtain any alternative bookings:

- The Deposit paid is non-refundable, non-transferable regardless of the length of time prior to the event you decide to cancel, exempt are cases with the express permission of the Director the Kelmsley Food Ltd.
- In the event the Customer cancels between three months and the event date you will owe Kelmsley Food Ltd 75% of the total contracted price, exempt are cases with the express permission of the Director the Kelmsley Food Ltd.

All cancellations must be confirmed in writing. Only once written cancellation is received will the cancellation become effective.

6.3. Kelmsley Food Ltd cannot under any circumstance be held responsible in any way for any unsuitable weather conditions that may arise. The normal cancellation fee will be applicable in these situations. Where possible the event may be moved to an alternative venue after written confirmation from the Director the Kelmsley Food Ltd. The Company reserves the right to incur any additional costs made to the Customer at such a time.

## **7. Limitation of liability**

7.1. The Company shall not be liable for events beyond its control or for indirect or consequential loss or damage, and the Company's maximum liability (whether in Contract Tort or otherwise) shall not exceed the price paid for the Services and the Customer shall indemnify the Company in respect of any loss or damage to the Company or its property that is caused by the Customer.

## **8. Insurance**

8.1. The company strongly recommends that clients arrange adequate Event & Cancellation Insurance to protect against cancellation, costs, damage and public liability.

8.2. The Company will at all times be covered by Professional Indemnity Insurance up to £5 Million - Giles Insurance (Reg. Since May 2013).

## **9. Miscellaneous**

9.1. These Terms and Conditions shall be governed at all time by the Laws of England and Wales and all the involved parties in this agreement submit to the jurisdiction of the courts of England and Wales. These Terms and Conditions do not in any case affect your statutory rights as stated by the British government. Any change to the Terms & Conditions will be presented to any previously booked events at the earliest possible opportunity. The Customer may reserve the right to veto the proposed change as it applies to their previously booked event.