

Terms and Conditions
High Class Catering
June 2021

These are the Terms and Conditions of Davina Parker trading as High Class Catering of 14 Manor Road, Wrea Green, Preston PR4 2PB (HCC).

1. General

- a. The 'Client' is any person, business or organisation that has contacted HCC requesting information, or who has entered a Contract with HCC for the provision of, but not limited to catering services (the Services).
- b. 'Quotation'-The Services offered to the Client by HCC in accordance with their initial instructions supplied to HCC and the Charge payable for these. The Quotation will be open for acceptance for 30 days from issue unless otherwise stated by HCC in writing.
- c. 'Contract' – The legal agreement between HCC and the Client for the provision of Services under the Quotation.
- d. 'Charge'- The total sum comprising the Booking Charge and the Final Charge payable for the provision of the Services ordered by the Client and any additional sums agreed between the parties.
- e. 'Booking Charge'- the sum payable at the outset to secure the date and cover the initial costs and expenses of HCC and their suppliers for the initial planning. This will include the Deposit.
- f. 'Deposit' - The cost of any breakages, damage, or missing items where the Client has hired linen, cutlery, crockery, glasses etc. will be deducted from the Deposit (currently (£100) and any balance returned to the Client after the Event.
- g. 'Final Charge'- the sum payable immediately before the Event for the provision of the Services.
- h. 'Payment' – must be by BACS.
- i. 'Event'- the wedding, funeral, party, or other celebration where the Services are required.
- j. 'Venue'- the location and building where the Event is held and/or the food is to be delivered.
- k. 'Days'- All the days in a week including Bank Holidays.
- l. These Terms and Conditions and the Quotation will represent the whole of the Terms between HCC and the Client. Any changes to these must be agreed in writing by HCC.

2. The Services

- a. When providing Services to the Client HCC will normally follow three stages:
 - Following the initial contact HCC will have a meeting either in person or online to discuss the Clients requirements.
 - A detailed Quotation showing the Services agreed, the date and the Charge payable will then be provided to the Client.
 - If the Client wishes to proceed, they should pay the required Booking Charge in the manner directed.
- b. The Services to be supplied under the Contract will be as contained in the Quotation and any amendment must be accepted by HCC in writing. An additional Charge may then be payable.
- c. The descriptions of the Services by HCC will be as accurate as possible and provided in good faith.

- d. The Client must satisfy themselves that the Services on the Quotation meet its requirements before entering the Contract. HCC is always willing to answer any questions or queries.
- e. The Client must accept that the Services supplied may vary slightly from the Quotation. HCC cannot guarantee that any item will be identical to the description in the Quotation and by entering the Contract the Client accepts this.
- f. If the Client has any requirements that are essential to them, they must contact HCC to discuss the matter before entering a Contract to ensure this is acceptable to HCC.
- g. HCC reserves the right to slightly amend any Quotation or Contract where in its professional opinion such amendment will lead to an improved result for the Client.
- h. HCC reserves the right to subcontract any Services.
- i. HCC will be responsible for the supply and the service of food and drink as agreed. They have no liability for the provision of any further services including setting up and taking down tables or equipment unless agreed in the Quotation.

3. The Contract

- a. The Contract is made when the Client has accepted a Quotation for the supply of the Services and paid the initial Booking Charge required. The non-refundable Booking Charge will be 10% of the Charge or £250 whichever is the higher. HCC will then confirm the booking in writing.
- b. The Contract can only be amended with the consent of HCC in writing although all reasonable and practical requests will be allowed. The Client must accept that requested amendments may incur additional Charges.
- c. No changes to any menu can be accepted less than fourteen days before the Event. If the menu contains special food or other non-standard items, this period will be longer and as advised by HCC.
- d. If HCC is unable to accept your order you will be informed as soon as possible.
- e. The Client will have the opportunity to read these Terms and Conditions and any questions answered before entering the Contract. By entering the Contract, the Client is accepting these Terms and Conditions.

4. The Client's Obligations

- a. If the Client does not provide all the necessary details for the Services to be provided the Client will be contacted and must provide the outstanding information as soon as possible. The Client must accept that failure to do so may render it impossible to deliver the Services agreed and this would be the Client's responsibility.
- b. Information provided by the Client to HCC must be complete, accurate and provided in good faith. Any changes in facts or relevant activities must be communicated to HCC as soon as possible. The Client accepts that changes could lead to the Contract being amended to cover the change in circumstances.
- c. If HCC requires a decision, approval, consent, or any information from the Client to provide the Services the Client must supply these as quickly as possible and within a reasonable time. Failure to do this may lead to an invoice being submitted and the Services ended or paused.
- d. It will be the Client's responsibility to obtain any necessary consents, licences or any other permission required for the use of any premises or equipment by HCC for the delivery of the Services. HCC will be under no obligation to check these have been properly obtained and the Client will indemnify HCC against any claims arising from their use.

- e. Any delay in the provision of the Services arising from the failure of the Client to perform its obligations shall not be the responsibility of HCC and the Client shall accept this.
- f. The Client is responsible for the behaviour of the attendees at the Event and must cover the costs of any damage, problems or losses arising from their behaviour.
- g. The Client must ensure that the attendees are always respectful towards HCC and their staff and contractors. HCC reserve the right to leave the Event if the behaviour of the attendees is in their opinion unacceptable.

5. Contractors and Staff

- a. HCC will normally supply their own staff for a catering event. This will include agency staff and contractors engaged directly by HCC.
- b. If the Client wishes HCC to arrange for a third-party contractor e.g., to supply a particular food or a bar, it will be for the Client to contract with and pay them direct unless agreed otherwise in writing with HCC.
- c. The Client should be aware that any third-party contractors engaged by HCC on behalf of the Client may have their own Terms and Conditions to which the Client will be subject.
- d. If the Client arranges other contractors to provide services such as a bar the Client is solely responsible for their supervision.
- e. All third-party contractors will be booked by HCC in good faith. However, if for any reason the contractors are unable to provide the service on the date of the Event then HCC will use their best endeavours to find an alternative. If they are unsuccessful any claim is by the Client against the contractor as the contract is between those parties.
- f. If a client cancels or postpones an Event they will be subject to the current Terms and Conditions of the contractor as to any refunds allowed. HCC will not be involved in such matters.

6. Number of Attendees

- a. The Client will be asked to provide the number of proposed attendees before the Quotation is completed as the Charge will be based on those numbers.
- b. The Charge may be provided as a fixed Charge or a Charge per head.
- c. The Client must supply HCC with final figures of attendees a minimum of 14 days before the Event. The Services will be supplied and charged on that number.
- d. The catering quantities supplied will be based on reasonable amounts judged by the professional opinion of HCC as required plus a small surplus. HCC are not responsible if the attendees do not act in a reasonable manner towards their fellow guests regarding the quantity of food or drink, they consume.
- e. HCC will have no responsibility at all where a client under provides the numbers and this leads to attendees not having adequate food and drink. This will be the Clients responsibility.
- f. Every Quotation will include a minimum number of attendees for which the Charge will be set even if the actual number is below that figure.
- g. If extra attendees take the total number above that minimum number above or if extra services are required there will be an adjustment to the sum due and a second invoice raised for the extra charges incurred.
- h. If the Charge is a fixed price this is not dependent on the number of attendees and will not be amended unless the number of attendees exceeds the figure in the Quotation when an extra charge will be levied.

7. Risk

Where Services include the provision of physical goods such as equipment, crockery, cutlery, and other materials or displays the risk in such goods will pass to the Client when they are delivered to the Venue.

8. The Charge

- a. The Charge must be paid in accordance with the Quotation.
- b. The Booking Charge required must be paid before the Contract is made unless otherwise agreed in writing by HCC. The Client must be aware that this may be used to pay suppliers for the Event. Ten per cent of the Booking Charge or £250 whichever is higher is non-refundable.
- c. Unless agreed otherwise the invoice for the Final Charge will be issued once the numbers of attendees is known. This must be paid before the Event by bank transfer. If not paid 14 days before the Event HCC reserves the right to not provide the Services on the day of the Event.
- d. If the Final Charge is payable in instalments such instalments must be paid within 14 days of the due date or no further work will be carried out until payment in full is made. The final instalment must be received at least 14 days before the Event.
- e. In the event of continuous late or non-payment of invoices, HCC reserves the right to request payment in advance before any future Services are supplied.
- f. If an Invoice is not paid within 30 days of issue, then interest at 8% per annum above the current Bank of England base rate will be payable together with the current debt recovery Charges.
- g. All invoices must be paid in full without set-off, deduction or counterclaim.

9. Delivery

- a. The date for the provision of the Services at the Event will be agreed in the Contract.
- b. If the date must be rearranged, then the Client will remain liable for all costs and expenses that have arisen to date where they cannot be used for any new arrangement.
- c. HCC will use their best endeavours to meet any rearranged date, but this cannot be guaranteed.
- d. HCC will not be liable for any loss or damage suffered by the Client or any Third Party if they are unable to accommodate the Client following a rearranged date for the Event.
- e. If an Event is rearranged and the Client is acting in the course of business the Final Charge for the original date remains payable under the Contract plus the additional costs and expenses incurred.

10. Equipment and Venue

- a. HCC will normally inspect the proposed Venue to ascertain what equipment is available and what they need to provide themselves. This will then be incorporated into the Quotation. If this inspection occurs after the Quotation has been submitted HCC reserves the right to amend the Quotation to include any additional cost that will be incurred.
- b. The Quotation will include the charge for one inspection of the Venue. If any further inspections are required or requested these will incur an additional Charge.
- c. If the Venue subsequently fails to provide any equipment or services agreed or such are not in good working order, or an appropriate standard HCC will make an additional for the costs of resolving the problem.

- d. It will be assumed that all Venues will supply running water and safe access to electricity and the Client must advise HCC if this is not the situation.
- e. Any kitchen at a Venue must be clean and hygienic and in full working order. HCC will clean up and leave the kitchen as they found it or better.
- f. HCC can provide on hire crockery, cutlery, glasses etc. if required but will not do so unless requested by the Client and this is set out in the Quotation.
- g. If crockery, cutlery, glasses etc. are supplied the Client must cooperate with arrangements for HCC or a Third Party to deliver these the day before the Event and to collect these the following day.
- h. Any damage or theft of equipment or other items supplied by HCC will be charged to the Client.
- i. Removal of all refuse including from any kitchen is the responsibility of the Client.
- j. HCC will normally clear tables of crockery and cutlery. However, if they are still in use when HCC are otherwise ready to depart these items and any glasses will become the responsibility of the Client or the Venue.

11. Food Safety

- a. HCC will comply with all current standards of food hygiene.
- b. Storage of food will be discussed with the Client and the Client must adhere to what is agreed.
- c. The Client must be aware that hot food can only be left out for service for a maximum of two hours and cold food for four hours at room temperature. The Client will be asked to complete a Food Disclaimer Form confirming they understand this.
- d. Once the food has been prepared and served by HCC it is the responsibility of the Client to ensure it is stored, reheated, and served within Food Standard Agency guidelines.
- e. The Client must ask all attendees for details of any allergies and dietary requirements. This information must be passed to HCC at least 14 days before the Event.
- f. The ingredients used in food preparation may contain traces of nuts and other allergens. Although every care will be used when dealing with nuts and other allergens HCC cannot guarantee food to be free of these items due to the areas of preparation in the kitchen. The kitchen is never an allergen free environment.
- g. In a buffet the food items will be clearly labelled.

12. At the Event

- a. The Client will ensure that HCC has access to the Venue to set up their equipment needed to provide the Services within a timeframe HCC consider necessary for the preparation of the food. This will include suitable vehicle access and parking near to the Venue.
- b. If HCC are unable to provide the Services properly or at all due to inability to gain access to the Venue the full Charge will remain payable.
- c. The Client will ensure the Venue has the necessary health and safety regulations and any licence required to serve the food to the public.
- d. The food will be prepared for service at the time given by the Client. If this time is not kept to by the attendees HCC will use their best endeavours to maintain the quality of the food but this cannot be guaranteed.

13. Insurance

- a. HCC will always have in force standard public liability insurance.
- b. All third part contractors will require their own public liability insurance.

14. Limitation of Liability

- a. Should HCC be prevented, hindered or delayed from performing their obligations under the Contract by circumstances outside of their control (including without limitation acts of God, flood, drought, earthquake, other natural disasters, epidemic or pandemic, a terrorist attack, war, civil commotion or riots, war, the threat of or preparation for war, armed conflict, the imposition of sanctions, embargo or breaking off diplomatic relations, nuclear, chemical or biological contamination, any law or action by government or public authority, the collapse of buildings, fire explosion or accident, any labour dispute or strike, non-performance by suppliers or subcontractors, interruption or failure of utility service, any action or order from the government, travel restrictions)HCC shall be relieved from performing their obligations and will not be in breach of the Contract or otherwise liable for any such failure or delay in the performance of such obligations.
- b. HCC is not liable for any indirect or consequential losses to the Client or any Third Party.
- c. The Contract is exclusive to the Client and no Third Party shall have any rights under that Contract.
- d. HCC does not exclude liability for death or personal injury caused by the negligence of HCC or their employees, agents or subcontractors or fraud or fraudulent misrepresentation.
- e. The Client is liable for any reasonable costs, liability, damages, loss, claims, or proceedings arising from loss or damage to any equipment including that of any Third Party caused by the Client, its agents, or employees.
- f. If the Client is a business any liability will be limited to the return of the Charge paid by the Client.

15. Cancellation

- a. If the Client cancels an Event in writing over sixty days before the date of the Event the Client will remain liable for twenty-five per cent of the Charge.
- b. If the Client cancels the Event in writing sixty days or less days but more than thirty days before the Event, then fifty per cent of the Charge is payable.
- c. If the Client cancels the Event in writing thirty days or less before the Event the full Charge is payable.
- d. If due to circumstances beyond its control HCC is unable to provide the Services, they will use their best endeavours to arrange for a suitably experienced replacement caterer to provide the Services. However, this cannot be guaranteed whereupon a full refund will be given but there will be no further liability.
- e. If any Event requires a special order of food or other service, the full cost of that order will be charged in the event of any cancellation.

16. Intellectual property

- a. All copyright, trademarks and all other intellectual property rights in all Services, menus, recipes, materials, artwork, shall remain always vested in HCC. Any attempt to copy any such items or reproduce, transmit, publish, display exploit, or create derivative items shall render the Client liable for damages.
- b. If the materials supplied by HCC are used by a Third Party for any purpose, not in the Contract the Client will be liable to HCC for damages and will take appropriate steps to ensure such use ceases immediately.
- c. If the Client wishes to use the content of the Services in a way beyond the Contract it must obtain written consent from HCC and pay any Charge requested before doing so.
- d. The Client must be aware that HCC may have obtained a specific licence or other consent from a Third Party to use material in the provision of the Services. Use beyond the Contract could be in breach of such licence or consent and the Client will indemnify HCC against any costs, expenses or claims arising from such use beyond the limits of the Contract.

17. Confidentiality

- a. HCC will keep all information supplied to them by the Client not in the public domain in connection with the Services private and confidential and this will continue for a period of two years after completion of the Services. HCC may disclose such information to any subcontractor, supplier, or employee to the extent necessary to provide the Services.
- b. HCC will not publicise any details of the Services provided to the Client without having obtained their written consent to do so. HCC may refer to the fact that they are providing Services to the Client in their business materials unless the Client expressly requests that they do not do so.
- c. The Client will keep all information it discovers about HCC and its employees strictly confidential. This includes information relating to their business methods, practices, employees, contractors and includes all information whether labelled as Confidential or not. This continues after completion of the Services.

18. Data Protection

- a. All data supplied to HCC by the Client will be kept safely in accordance with the General Data Protection Regulations (UK GDPR) and general UK legislation as set out in their current Privacy Notice.
- b. The Client will similarly comply with all current data protection legislation when dealing with data regarding HCC.

19. Complaints

- a. The Client must raise any problem or complaint it has with the Services immediately the issue arises even if the Event is ongoing, and HCC will seek to find a mutually acceptable solution. No complaints will be accepted after seven days from the Event.
- b. The complaint must be confirmed in writing addressed to HCC who will take steps to consult with the Client and find a solution if this has not already been done.
- c. If the Client remains dissatisfied with the Services, the matter will be passed to Davina Parker who will take whatever steps she considers appropriate to resolve the issue.

20. Severance

If any part of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed to be severable from the Terms and Conditions and shall not affect the validity and enforceability of any of the remaining provisions.

21. Waiver

The waiver by HCC of a breach, default, delay, or omission of any of these terms or the Contract by the Client will not be construed as a waiver of any preceding or subsequent breach of the same or other provisions.

22. Transfer

The Client may not transfer any of their rights under the Contract to any Third Party.

23. Law

These Terms and Conditions are governed by the law of England and Wales.