

# WEST COUNTRY CATERERS

*home cooked cuisine for all occasions*

phone: 01769 560473 email: [info@west-country-caterers.co.uk](mailto:info@west-country-caterers.co.uk)

## Terms and conditions of business

### 1. Services

- 1.1. West Country Caterers will provide the services described in our quotation.
- 1.2. Confirmation of booking our services, given either verbally or in writing, will be taken as acceptance of our quoted charges, and these terms and conditions.
- 1.3. We reserve the right to alter these terms and conditions for specific bookings, as and when considered appropriate. Any such amendments will be notified to you in writing.
- 1.4. All items offered are subject to availability.
- 1.5. We require confirmation of the final number of people attending the event for which you require our services to be given 14 clear working days prior to the event. After this confirmation is given, we will endeavour to accommodate any reasonable increases but regret that no reduction in price will be made for any decrease in numbers.
- 1.6. West Country Caterers will, at its discretion, remove any food which it deems to be unsafe for consumption due to the time elapsed from preparation.

### 2. Charges

- 2.1. Our charges are as set out in the quotation, which is valid for three months from the date of quotation.
- 2.2. If the numbers have, in our sole opinion, changes significantly from that originally notified we reserve the right to re-charge the event.

### 3. Deposit

- 3.1. You will pay a deposit of 20% of our quoted price. This deposit shall be paid upon confirmation of booking and is non-refundable.
- 3.2. 50% of the total charges shall be paid not less than 60 working days prior to the date of the event.

### 4. Final Balance

- 4.1. The final balance shall be paid not less than 14 working days prior to the date of the event.

### 5. Payment

- 5.1. Payment maybe made by cheque, cash or bank transfer.
- 5.2. We reserve the right to charge interest if our invoice is not paid on time (both before and after any judgement) at the rate of 5% from the due date until payment.

### 6. Cancellation

- 6.1. Once a booking has been confirmed, we incur expenses and may refuse other bookings. Therefore, a cancellation fee is payable for any cancellation of a confirmed event.
- 6.2. If you wish to cancel a confirmed event, you must do so in writing to West Country Caterers. Date of receipt of written cancellation will determine the cancellation charge payable.
- 6.3. The following cancellation charges are payable:
  - 6.3.1. If the written cancellation has been received within 14 working days of the event in question, a cancellation charge of 100% of the agreed fee is payable;
  - 6.3.2. If the written cancellation has been received within 60 working days of the event in question, a cancellation charge of 50% of the agreed fee is payable.

# WEST COUNTRY CATERERS

*home cooked cuisine for all occasions*

phone: 01769 560473 email: [info@west-country-caterers.co.uk](mailto:info@west-country-caterers.co.uk)

## **7. Facilities**

7.1. You will provide the facilities and equipment referred to in our quotation at the specified times.

## **8. Complaints**

8.1. Any complaint must be received by West Country Caterers in writing not more than 7 working days from the date of the function concerned.

## **9. Liability**

9.1. No liability is accepted by West Country Caterers for loss, damage, or consequential loss, except to the extent required by law, caused by West Country Caterers' failure to perform its obligations (whether that failure is due to negligence on the part of West Country Caterers, its partners, employees, or sub contractors, or due to other causes) but nothing in these terms and conditions shall exclude West Country Caterers' obligation to pay compensation for death or personal injury to the extent required by law.

9.2. The hirer (i.e. the client) is responsible for all hire equipment from the time of delivery until it is collected. The hirer should, in his/her own interest, make sure the equipment is insured. Any breakages, loss or damage, however caused, will be charged to the hirer at full replacement value.

9.3. You accept responsibility for all loss of or damage to West Country Caterers' property whilst on your premises or whilst in your possession or control. You should ensure that your insurance covers West Country Caterers' equipment whilst in your possession. In the event of any failure to return or damage to West Country Caterers' equipment, you will reimburse West Country Caterers forth with at the full replacement cost.

## **10. Force Majeure**

We are not liable for any breach of this contract which arises out of or results from causes beyond our reasonable control.

## **11. Governing Law**

The performance, validity and construction of this contract shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English courts.