

# Rumbles Catering Ltd

## Terms & Conditions for events

Berkhamsted Catering Ltd. Registered in England and Wales.  
Company number 10552625. Registered address: 5 East Street,  
Hemel Hempstead HP2 5BN



### 1. Definitions

- 1.1. 'the Company' means Rumbles Catering as specified on the attached quote and includes its sub-contractors and agents and any related companies.
- 1.2. 'the Client' means the client whose details are confirmed in the 'Invoice Details' section of the attached confirmation of instructions.
- 1.3. 'Damages' means any breakage or damage or loss of or to any china cutlery glass or other equipment or items supplied by the Company as part of the Package
- 1.4. 'the Deposit' means the sum set out in 'Payment Terms' of the attached quote
- 1.5. 'the Package' means the package outlined in the 'Agreed Menu and Additional Services' of the attached quote and detailed in the attached specification or correspondence
- 1.6. 'the Package Price' means the price specified in the 'Agreed Menu and Additional Services' of the attached quote subject to alteration depending on the agreed final number of guests, price changes forced by market availability, inflation and price increases from suppliers and contractors. The package price quoted is only valid for 3 months and the company reserves the right to review this price at any time.
- 1.7. 'the Second Payment' means the sum set out in 'Payment Terms' of the attached quote.
- 1.8. 'the Final Payment' means the balance of the Package Price less the Deposit and the Second Payment but plus any adjustments that have to be made as a result of changes in the number of guests or other factors agreed in writing between the Company and the Client and for any Damages.

### 2. Formation of contract

- 2.1. unless otherwise stated in writing by a director of the Company all instructions are accepted by the Company subject to the terms set out below.
- 2.2. no binding contract shall be formed until the Company has confirmed its acceptance of an order by notice in writing by an Event Contract to the Client and that the Client has signed these Terms and Conditions and returned it to the Company with the 1st Deposit. Until such notification is given the Company shall have no obligation to perform the contract with the Client.

### 3. Confirmation of final numbers

- 3.1. The Company will not accept any changes to the number of guests within 14 days prior to the date of the event.
- 3.2. The Company will not guarantee to provide meals at the event in excess of the number of guests confirmed by the Client in the confirmation of instructions and re-confirmed within fourteen working days of the date of the event.
- 3.3. In the event of that the final number of guests confirmed within fourteen days of the date of the event is 25% or more lower than the number shown on the confirmation of

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instructions the Company reserves the right to either re-quote or to rescind the contract and retain the Deposit.

## 4. Deposit

The Deposit shall be non-refundable unless the contract is terminated by the Company through no fault of the Client. Normally 10% of the anticipated final invoice is payable to secure the date in the Companies Diary. Additional Deposits will be required to secure specific third services and will be raised for immediate payment.

## 5. Payment

- 5.1. the 1st Deposit is payable on sending in a signed copy of these Terms & Conditions.
- 5.2. the Second Payment is payable no later than fourteen working days prior to the date of the event
- 5.3. the Final Payment is payable no later than 15 days of the date of the event after which a 'late payment fee' of £10.00 will be levied to cover administration.
- 5.4. all charges unpaid after their respective final date for payment shall carry interest in addition to the 'late payment fee' on the amounts outstanding from time to time at the rate of 2% above the base lending rate of Barclays Bank plc (both before and after judgement)
- 5.5. the Company reserves the right to suspend or cancel the performance of the contract if payment dates are not adhered to
- 5.6. Preferred payment is Via BACS to our Bank account.
- 5.7. Payment by Credit card is accepted via our accounts department but will be subject to a handling fee of 2.5%.

## 6. Loss or Damage

Save for the negligence and or wilful misconduct of the Company its employees or agents the Client is responsible for any loss or damage to any equipment or items supplied by the Company as part of the Package and all such losses or damage will be charged for at the full replacement cost.

## 7. Special Diets

- 7.1. The Company must be informed no later than 14 working days prior to the date of the event of any special dietary requirements in writing or email.
- 7.2. The Company reserves the right to amend the Package Price if there are a significant amount of special diet requirements that were not specified when the Package was agreed.
- 7.3. The Company is not responsible for the production of any special diet requirements if those have not been notified and agreed as before.

## 8. Availability

- 8.1. The Company cannot guarantee the availability of any particular item of food or any particular item of equipment.
- 8.2. Where any item named as part of the Package is unavailable the Company will use reasonable endeavours to provide suitable alternatives and will where possible consult with the Client concerning these.

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- 8.3. If any item cannot be sourced except at a higher price than quoted to the Client the more expensive item will not be purchased without the Client's agreement as this will lead to an increase in the Package Price and if agreed by the Client such increase will be payable as part of the Final Payment.

## 9. Cancellation

- 9.1. If the Client wishes to cancel this contract the Client must notify the Company in writing.
- 9.2. In the event of cancellation, the following charges will apply where the Package includes the hire of equipment:
  - 9.2.1. The total charge of the equipment if notice of cancellation is received less than 4 days prior to the date of the event
  - 9.2.2. 75% of the charge of the of the equipment if notice of cancellation is received less than 10 days prior to the date of the event
  - 9.2.3. 50% of the charge of the equipment if notice of cancellation is received less than 14 days prior to the date of the event
- 9.3. Where the Package is for meals:
  - 9.3.1. The total charge for the confirmed number of guests if notice of cancellation is received four working days or less before the date of the event
  - 9.3.2. 50% for the confirmed number of guests if notice of cancellation is received between five and seven working days before the date of the event
  - 9.3.3. 25% for the confirmed number of guests if notice of cancellation is received between 14 and 7 working days before the date of the event

## 10. Liability

- 10.1. Save in respect of liability for death or personal injury resulting from negligence of the Company or its employees or agents, the liability of the Company in respect of all claims arising under this contract shall be limited to the amount of the price or charges payable to the Company under this contract.
- 10.2. The Company does not accept any liability and shall not be liable for non-completion of the Package or for any delays arising as a result of:
  - 10.2.1. strikes riots or lockout affection any of the trade in with the Company is concerned
  - 10.2.2. exceptionally adverse weather conditions
  - 10.2.3. hostilities or terrorist attack or the results of hostilities or terrorist attack
  - 10.2.4. loss or damage by fire or floods or other cause beyond its reasonable control
- 10.3. The Company does not accept any liability in respect of any food left at the event venue at the request of the Client following the end of the event. The client is advised that any food left out for more than three hours can pose a health risk and the Company advises that no food is retained for personal consumption following the event.

## 11. Clearing of equipment and rubbish

- 11.1. The Company reserves the right to clear all or some of the equipment supplied as part of the Package in the next working day after the date of the event or the last day of the event (whichever is the later).
- 11.2. Other than as stated above The Company is not responsible for the clearance of rubbish from the event, unless previously agreed as part of the Package but not otherwise.

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## 12. Complaints

Should there be any reason that the Client is not entirely satisfied then the Client must make the Company aware immediately of any concerns they have so that the situation can be addressed and resolved as quickly as possible. ANY complaint must be made verbally with 24 hours of the event or delivery of the foods concerned and followed in writing not more than 48 hours after the event date.

## 13. Service Charge and Gratuities

The Company does not add any service charge to the Clients Invoice. Any gratuities are left to the Clients discretion and should be added to the final payment so that the Company can distribute fairly to all staff involved in that event less any taxes owed. Should the Client wish to give a gratuity on the day of the event please ensure that this is given to a senior member of staff for distribution to the whole team.

NAME: \_\_\_\_\_

EVENT DATE: \_\_\_\_\_

I hereby agree to the above listed terms and conditions and have submitted my 10% deposit payment to secure the Event date.