

# **JENKINSONS CATERERS (Stafford) LTD**

## **STANDARD TERMS AND CONDITIONS**

Our Ref:

Jenkinsons Caterers (Stafford) Limited: ("hereinafter called The Caterer")

And ("hereinafter called The Customer")

### 1) DEFINITIONS

a. In these Terms and Conditions the following definitions apply: -

"Event Agreement" means the agreement between The Caterer and The Customer for the provision of catering and other services on a specific or series of events.

"The Caterer" means Jenkinsons Caterers (Stafford) Limited.

"The Customer" means the person(s), firm or corporate body together with any subsidiary or associated company as defined by the Companies Act 1985 to whom the catering and other services are provided or intend to be provided to.

"The Client" means the organisation to which The Caterer has a contract to provide catering and other services at their premises either as sole or approved caterer, deemed to be the location of the event, unless otherwise stated in this agreement.

b. Unless the context requires, references to singular include plural and references to the masculine include feminine and vice versa.

### 2) THE CONTRACT

a. The Terms and Conditions constitute the Contract between The Customer and The Caterer and if unsigned prior to the provision of the catering or other services provided by The Caterer are deemed to be accepted by The Customer by the virtue of their request for the services provided or by the fact that the services have been provided.

b. No variation or alteration to these Terms shall be valid unless approved by The Caterer in writing.

c. This contract overrides all terms and conditions of purchase orders and similar documentation belonging to The Customer or the Client.

### 3) BOOKING AND PAYMENT INFORMATION

a. **The booking shall remain provisional until The Caterer receives the signed Terms and Conditions from The Customer.**

### 4) PRICING

a. Prices quoted exclude VAT at the rate prevailing at the time the event agreement is made and are subject to any alterations that may arise from an increase in the statutory rates. Should prices be quoted including VAT The Caterer reserves the right to increase the prices to reflect the increase in the rate.

b. As The Caterer may be quoting in advance for events that may occur a number of months later than the original quote date, The Caterer reserves the right to:

i. Offer The Customer a suitable alternative to the goods requested should costs rise to a level where it is not economically viable to provide the original goods requested; or

ii. Charge the increased cost of providing the original goods requested.

Neither of the above conditions will be implemented without the prior knowledge or consent of The Customer.

c. For the avoidance of doubt The Caterer classes children's meals to be for persons **under** the age of 12.

### 5) GENERAL

a. The Customer (whether directly or indirectly through the Client) will always comply with all laws and statutory regulations relevant to the licensing of the premises where the event is to be held.

b. The Caterer shall not be liable for any loss or damage to the property of The Customer or of that property of third parties employed by The Customer.

c. The Caterer shall not be liable for any failure or delay in performing any of its obligations under this Agreement (or liable to any Guest) for loss or damage to property if the failure or delay was due to any cause beyond its reasonable control, including, but without limitation, terrorist activity or potential terrorist activity, misconduct or negligence of an Attendee, Guest or Third Party not under control of The Caterer, war or threat of war, civil or political action, disturbances, riots, natural disasters, fire, epidemic, bad weather, military activity, government or regulatory action, industrial dispute, Act of God, failure of power or machinery, failure of or interruption of externally provided services and utilities, and all similar events outside The Caterers control.

a. **Initial deposits and payments will be calculated upon The Customer providing the best estimate of their final numbers for their event for each of the goods or services provided by The Caterer. Upon receipt of the deposit of stage payment The Caterer will issue a VAT invoice to The Customer for the amounts received.**

b. The Caterers payment terms are: -

Initial Deposit on signature of Terms and Conditions:-

i.	No's 20 – 99	-	£1,000		
	No's 100 – 199	-	£3,000		
	No's 200 – 299	-	£5,000		
	No's 300+	-	50% of estimated	contract value	

ii. Balance of Actual charges 10 days prior to the event date

iii. Any amendments for additional goods, bar tabs or other services requested by The Customer after the final invoice has been issued must be paid for in advance of the event date by credit card only.

d. Final numbers will be required a minimum of 14 working days prior to The Customer event date, after which numbers may not be reduced. The Caterer will accept reasonable increases after the final numbers have been provided by The Customer, although The Caterer has the right to refuse these increases should it feel unable to fulfil these requests to the best of its ability.

e. Upon the provision of the final numbers The Caterer will issue a final invoice showing full details of goods and services less any previous deposits for The Customer event which must be paid in full prior to the event date. Payments to The Caterer may be made by credit card or cheque or bank transfer. Any payments made by cheque must be made 10 days prior to the event date to allow the funds to clear into The Caterers account.

f. The Caterer reserves the right to levy a charge equivalent to the merchant rate of the applicable credit card company if The Customer pays by credit card.

### 6) CANCELLATION

a. In the unfortunate circumstances that The Customer has to cancel or postpone the confirmed event, or reduces the contracted value of the event to a value of that of 50% of the originally contracted amount then cancellation charges will apply.

b. Cancellation charges are as follows: -

i. 12 months or more prior to event date -£500

ii. Between 12 and 3 months prior to the start date – 50% of the original contracted value.

iii. 3 months or less prior to the event date – 100% of the original contract value.

c. In the unlikely event that The Caterer has to cancel the event, then The Caterer will refund an amount equal to that of the sums received from The Customer only.

d. For the avoidance of doubt cancellation must be made in writing to The Caterer and is deemed to be at the time The Caterer receives the cancellation in writing.

Bookings are only accepted upon and subject to the above Terms and Conditions. Unless otherwise expressly agreed in writing, any variation or attempted variation of these conditions by The Customer shall be ineffective.

I hereby agree and acknowledge the above Terms and Conditions.

For and On behalf of The Customer

Signed: .....

Print Name: .....

Date:

For and On behalf of The Caterer

Signed: .....

**Print Name: Jenkinsons Caterers (Stafford) Limited**

Date:

