



## Terms & Conditions

Fresh N Funky Catering Ltd will endeavour to formulate a strong, honest and open relationship with every customer, with timely communication and expectations from both sides agreed from the outset.

### Definitions

Fresh N Funky Catering Ltd "Fresh N Funky" is a limited company in England & Wales. Company No. 5829839 and VAT Registration No. 942510249

### The Quote

Following initial discussions Fresh N Funky will provide customers with an individual written quotation. In the instance that the event brief alters, it may be necessary to review and reissue the quotation. Each quote and revised quote will be assigned an individual date for reference.

### The Payment

Fresh N Funky services are hired under the terms and conditions set out below. The payment by any person of any fees and charges for such services shall be deemed to be an acknowledgment and acceptance by such person of these conditions. When a deposit (or full payment) is submitted, a signed copy of the Terms and Conditions should be supplied to confirm this. Confirmation will be issued upon receipt of the requested deposit. Failure to provide may result in Fresh N Funky cancelling the event.

### Payment Terms

As many costs are incurred on your behalf prior to the event date, Fresh N Funky has the following payment terms:

- A deposit, based on a minimum of 80% of total quotation costs, is required to confirm your order (*except if within 30 days of event date*)
- For bookings made within *30 days* of the actual event date a full payment will be required in advance.
- Outstanding accounts of 30 days after the final invoice date will incur interest at 2% above the Bank of England Base Rate, of the total invoice each month

### Cancellation

In the instance that you need to cancel your event, the following conditions will apply:

- In order for a customer to cancel their order they must contact Fresh N Funky by telephone, in the first instance and then send confirmation in writing or by email. The order will only be cancelled when the customer is in receipt of a Cancellation Acceptance, which will either be a written letter or an email from Fresh N Funky.
- If the customer shall cancel or be deemed to cancel the order 21 days prior to the event date specified in the quotation, then the customer shall be liable to pay 50% of the total costs in addition to all out of pocket disbursements or costs of Fresh N Funky in relation to the proposed provision of the services, credit being given for any payment on account already paid.
- If the customer shall cancel or be deemed to cancel the order less than five days prior to the event date specified in the quotation, then the customer shall remain liable to pay 85% of the total costs.
- Where circumstances beyond Fresh N Funky Caterings control prevent us from fulfilling any obligations, Fresh N Funky will, by notice in writing to the customer, terminate the Contract and return to the customer any balance of the payment on account remaining after settlement of all or any costs, expenses or liabilities howsoever incurred in respect of the proposed provision of the services.

### Liability

Fresh N Funky confirms that they have and will maintain appropriate Public Liability Insurance. A copy of the certificate is available upon request.

Fresh N Funky follows strict HACCP guidelines for all food production, handling, storage and distribution and dealings with customers and their guests. Our policy, based on these guidelines, restricts the service of foodstuffs to a maximum of four hours after being removed from refrigeration. Fresh N Funky advice that all food must be consumed after two hours of initial serving, therefore any food consumed after two or more hours of it first being served is at the clients' discretion and therefore becomes their responsibility.

Where Fresh N Funky use the customers kitchen facilities, they will be thoroughly reviewed prior to the event but if they are deemed to be unsuitable on the event date for any reason then Fresh N Funky Catering will accept no liability for cancellation of the event.

### Delivery

A delivery charge will be determined by Fresh N Funky in each instance and will provide details within the customers' most recent quote.

## I / We agree to the above Terms & Conditions

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signed: \_\_\_\_\_ Event Date: \_\_\_\_\_