

---

## CATERING TERMS AND CONDITIONS MEDIUM/LARGE FUNCTIONS (B2C) 04/06/2020

---

These Terms and Conditions are the standard terms for the provision of catering services to customers who are consumers by DeRitz Catering LTD , a Limited [registered in England under number; 09525568] [,whose registered address is 7 Cromford Path, London, E5 0TG and] whose kitchen address is 90 Chandos Road, London, E15 1TT (“the Caterer”)

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

<b>“Business Day”</b>	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England and Wales.
<b>“Calendar Day”</b>	means any day of the year.
<b>“Catering Services”</b>	means the catering services which are to be provided by Us to You as specified in Your Quote (and confirmed in Our Quote Confirmation).
<b>“Catering Staff”</b>	means Our employees provided as part of the Catering Services for the Event.
<b>“Commercial Unit”</b>	means a unit of goods (in this case, the Food) where the character or value of those goods would be materially impaired if the unit were divided.
<b>“Contract”</b>	means the contract for the provision of Catering Services as explained in Clause 3;

<b>“Deposit”</b>	means an advance payment made to Us under sub-Clause 4.3.
<b>“Event”</b>	means the event for which You require the Catering Services as described in Your Quote.
<b>“Food”</b>	means the food that We will provide as part of the Catering Services;
<b>“Price”</b>	means the price payable for the Catering Services;
<b>“Special Price”</b>	means a special offer price payable for Catering Services which We may offer from time to time;
<b>“Quote”</b>	means Your quote for the Catering Services [as attached] <b>OR</b> [as shown overleaf];
<b>“Quote Confirmation”</b>	means Our acceptance and confirmation of Your Quote as described in Clause 3; and
<b>“We/Us/Our”</b>	means the Caterer.

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message,] fax or other means.

## 2. Information About Us

2.1 DeRitz Catering LTD, trading as,] is a Limited Company [registered in England under number 09525568], whose registered address is 7 Cromford Path, London, E5 0TG and whose main kitchen address is 90 Chandos Road, London, E15 1TT.

2.2 [Our VAT number is, we are not VAT registered]

## 3. The Contract

3.1 These Terms and Conditions govern the sale and provision of Catering Services by Us and will form the basis of the Contract between Us and You. Before submitting an Order, please ensure that You have read these Terms and Conditions carefully. If you are unsure about any part of these Terms and Conditions, please ask Us for clarification.

3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may,

at our discretion, accept.

- 3.3 A legally binding contract between Us and You will be created upon our acceptance of Your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to You prior to the formation of the Contract between Us and You, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Catering Services, the Food and Our Catering Staff;
  - 3.4.2 Our identity (set out above in Clause 2) and contact details (as set out below in Clause 12).
  - 3.4.3 The total Price for the Catering Services, the Food and the Catering Staff, or, if the nature of the Catering Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Catering Services;
  - 3.4.5 Our complaints handling policy;
  - 3.4.6 We shall ensure that You are aware of Our legal duty to supply goods (the Food) that are in conformity with the Contract;
  - 3.4.7 Where applicable, details of after-sales services and commercial guarantees; and
  - 3.4.8 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

#### 4. Orders

- 4.1 All Orders for Catering Services will be subject to these Terms and Conditions:
- 4.2 When placing Your Order, the following information will be required:
- 4.2.1 Details of the Event (including, but not limited to the date and venue);
  - 4.2.2 The number of guests for whom We will be catering;
  - 4.2.3 Your Food choices and any special dietary requirements;
  - 4.2.4 Details of any Catering Staff required for the Event;
  - 4.2.5 Delivery and collection charges if any;
- 4.3 You may change Your Order after receiving the Order Confirmation [up to 5 working days] before the Event begins. We will use reasonable endeavours to accommodate any requested changes but cannot guarantee that We will be able to do so, particularly if changes are requested only a short time before the Event. If doing so means that We will incur higher costs, We will inform You and ask You how You wish to proceed before taking any action. We will not charge You a higher Price without Your express agreement.
- 4.4 You may cancel Your Order in writing [within 28 days of placing it] **OR** [up to 28 days prior to the date of the Event]. If You have already made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14

Calendar Days of Our acceptance of Your cancellation. [If You request that Your Order be cancelled, you must confirm this in writing.] If You wish to cancel the Catering Services after this time, or once We have begun providing them, please refer to Clause 11.

- 4.5 We may cancel Your Order at any time before We begin providing the Catering Services due to the unavailability of required personnel (including but not limited to Catering Staff) or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, we will inform You as soon as is reasonably possible. If You have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing You of the cancellation. Cancellations will be confirmed in writing.

## 5. Price and Payment

- 5.1 The Price of the Catering Services will be calculated in accordance with Our pricing in place at the time of Your Quote. The Price shall be calculated with reference to the following:
- 5.1.1 The Food, as specified in Your Quote;
  - 5.1.2 Your required Catering Staff;
  - 5.1.3 The number of guests for whom We will be catering;
  - 5.1.4 Special requirements included in Your Order;
  - 5.1.5 Duration of your event.
- 5.2 If We quote a Special Price which is different to the Price shown in Our current price list, the Special Price will be valid for 28 working days or, if the Special Price is part of an advertised special offer, for the period shown in the advertisement. Orders placed during this period will be accepted at the Special Price even if We do not accept the Order until after the period has expired.
- 5.3 Our Prices may change at any time, but these changes will not affect Orders that We have already accepted.
- 5.4 All Prices include any VAT we have incurred, we are not VAT registered.
- 5.5 Before We begin providing the Catering Services, you will be required to pay a **non-refundable deposit** of 15% of the total Price for the Catering Services for provisionally reserving the date of the event. The due date for payment of Your Deposit will be included in the Order Confirmation. On receiving of your non-refundable deposit, we will send you a payment received confirmation notice, highlighting what you have paid and how much money is still outstanding.
- 5.6 50% of the remaining balance must be no later than 3 months prior to your event and the remaining 50% must be paid 1 month prior to your event day.
- 5.7 In certain circumstances, If Your Order is cancelled, Your Deposit of 50% will be refunded in full or in part. The amount due will be calculated based upon the Price for the Catering Services, and the amount of work (if any) already undertaken by Us. Please refer to sub-Clause 4.4 if You cancel Your Order [within 28 days of placing it] **OR** [up to 28 days prior to the date of the Event], to sub-Clause 4.5 if We cancel Your Order, or to Clause 11 if the Catering Services are cancelled after the above time periods.
- 5.8 The balance of the Price will be payable [no later than 14 days prior to the date

of the Event] **OR** [once We have completed the Catering Services].

- 5.9 Additional items such as out of pocket expenses or any additional items requested by You after the balance of the Price has been paid will be invoiced separately to You. Please note that We will not incur any additional expense without Your prior agreement.
- 5.10 We accept the following methods of payment:
- 5.10.1 Bank Transfer.
- 5.10.2 BACs.
- 5.10.3 Cheques payable to DeRitz Catering LTD.
- 5.11 If You do not make payment to Us by the due date [as shown in/on the Invoice] We may charge You interest on the overdue sum at the rate of 4% per annum above the base lending rate of the Bank of England from time to time. Interest will accrue daily from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. [If payment of the Price is required before Your Event begins, please note that failure to make the payment by the due date may result in Us not providing the Catering Services. If this occurs, We will retain Your Deposit in full and may still demand payment for any part of the Catering Services that We have already provided (including, but not limited to, the purchase and preparation of Food).]
- 5.12 The provisions of sub-Clause 5.11 will not apply if You have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.

## **6 Providing the Catering Services**

- 6.1 As required by law, we will provide the Catering Services with reasonable skill and care, consistent with best practices and standards in the catering market, and in accordance with any information provided by Us about the Services and about Us.
- 6.2 [Subject to the receipt of all payments due] We will provide the Catering Services as specified in the Order Confirmation.
- 6.3 We will make every reasonable effort to provide the Catering Services on time (and in accordance with Your Order. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 10 for events outside of Our control.
- 6.4 If We require any information or action from You in order to provide the Catering Services, we will inform You of this as soon as is reasonably possible.
- 6.5 If the information or items You provide or the action You take under sub-Clause 6.4 is delayed, incomplete or otherwise incorrect, we will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on Your part, we may charge You a reasonable additional sum for that work.
- 6.6 We follow all relevant HACCP guidelines at all stages of food preparation including, but not limited to, production and handling.
- 6.7 If We are delivering the Food under sub-Clause 6.8, We shall ensure that all Food is transported in suitably refrigerated vehicles.

- 6.8 We will deliver [and arrange or set out] the Food at the time and date specified in the Order Confirmation. If Catering Staff are to be provided as part of the Catering Services, the Catering Staff will be available at the time, date, and for the working, hours specified in the Order Confirmation.
- 6.9 Delivery of the Food will be deemed to have taken place when the Food has been delivered to the Event venue as indicated in Your Order and You (or someone identified by You) have taken physical possession of it.
- 6.10 The responsibility (also known as “risk”) for the Food remains with Us until delivery is complete as defined in sub-Clause 6.9 at which point it will pass to You.
- 6.11 Title to the Food passes to You once We have received payment in full.
- 6.12 Please carefully note the following:
- 6.12.1 If We refuse to deliver the Food (for reasons other than Your failure to pay any and all sums due or other material breach of the Contract), You may treat the Contract as being at an end and, irrespective of any part of the Catering Services We have provided, We will reimburse You as soon as is reasonably possible, and in any event within 14 Calendar Days of the event triggering Your cancellation.
- 6.12.2 We recognise that delivery of the Food at the agreed date will be essential. If We fail to deliver the Food on the date, You may treat the Contract as being at an end and We will reimburse You as soon as is reasonably possible, and in any event within 14 Calendar Days of the event triggering Your cancellation.
- 6.13 If either event in sub-Clause 6.12 occurs You may, at Your discretion, instead of treating the Contract as being at an end, specify a new delivery time. If We continue to fail to deliver the Food, You may treat the Contract as being at an end and We will reimburse You as soon as is reasonably possible, and in any event within 14 Calendar Days of the event triggering Your cancellation.
- 6.14 If, despite the events in sub-Clause 6.12 and 6.13, You still choose not to treat the Contract as being at an end, your right to Cancel Your Order or to reject the Food will be unaffected. If You do so, we will reimburse You as soon as is reasonably possible, and in any event within 14 Calendar Days of the event triggering Your cancellation.
- 6.15 Where the Food may be deemed to form a Commercial Unit, you may only reject or cancel all of it, not a portion of it

## **7 Problems with the Catering Services and Your Legal Rights**

- 7.1 We always use reasonable efforts to ensure that Our provision of the Catering Services is trouble-free. If, however, there is a problem with the Catering Services We request that You inform Us as soon as is reasonably possible [(You do not need to contact Us in writing in this case)].
- 7.2 We will use reasonable efforts to remedy problems with the Catering Services as quickly as is reasonably possible and practical.
- 7.3 We will not charge You for remedying problems under this Clause 7 where the problems have been caused by Us, any of Our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, sub-Clause 6.4 will apply, and We may charge You for remedial work.

- 7.4 As a consumer, you have certain legal rights with respect to the purchase of services. For full details of Your legal rights and guidance on exercising them, it is recommended that You contact Your local Citizens Advice Bureau or Trading Standards Office. If We do not perform the Catering Services with reasonable skill and care, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price. If the Catering Services are not performed in line with information that We have provided about them, You also have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You (or if Our breach concerns information about Us that does not relate to the performance of the Catering Services), You have the right to a reduction in price. If for any reason We are required to repeat the Catering Services in accordance with Your legal rights, we will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.
- 7.5 As a consumer, you also have certain legal rights with respect to the purchase of goods. For full details of Your legal rights and guidance on exercising them, it is recommended that You contact Your local Citizens Advice Bureau or Trading Standards Office. If the Food is not of satisfactory quality, fit for purpose, as described, in accordance with information We have provided, or does not match any samples We have shown You, You may be entitled to reject the Food, You may have the right to rectified or replacement Food or You may have the right to a price reduction up to the full Price. In cases where rectified or replacement Food is required, we will not charge You for the rectified or replacement items. In cases where a refund of any kind is due, the refund will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

## **8 Insurance**

We shall ensure that We always have in place suitable and sufficient public liability insurance to provide the Catering Services.

## **9 Our Liability**

- 9.1 We will be responsible for any foreseeable loss or damage that You may suffer as a result of Our breach of the Contract or as a result of Our negligence (including that of Our employees, agents or sub-contractors). Loss or damage is foreseeable if it is an obvious consequence of the breach or negligence or if it is contemplated by you and Us when the Contract is created. We will not be responsible for any loss or damage that is not foreseeable.
- 9.2 We provide Catering Services for domestic and private use (or purposes). We make no warranty or representation that the Catering Services are fit for commercial, business, or industrial purposes of any kind [(including resale)]. By making Your Order, you agree that You will not use the Catering Services for such purposes. We will not be liable to You for any loss of profit, loss of

business, interruption to business or for any loss of business opportunity.

- 9.3 [If We are providing Catering Services in Your property and We cause any damage, we will make good that damage at no additional cost to You. We are not responsible for any pre-existing faults or damage in or to Your property that We may discover while providing the Catering Services.]
- 9.4 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors), or for fraud or fraudulent misrepresentation.
- 9.5 Nothing in these Terms and Conditions seeks to exclude or limit Our liability for failing to perform the Catering Services with reasonable care and skill or in accordance with information provided by Us about the Catering Services or about Us.
- 9.6 Nothing in these Terms and Conditions seeks to exclude or limit your legal rights as a consumer. For more details of Your legal rights, please refer to Your local Citizens Advice Bureau or Trading Standards Office.

## **10 Events Outside of Our Control (Force Majeure)**

- 10.1 We will not be liable for any failure or delay in performing Our obligations where that failure or delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action by third parties, riots and other civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war (declared, undeclared, threatened, actual or preparations for war), epidemic/pandemic or other natural disaster, or any other event that is beyond Our reasonable control.
- 10.2 If any event described under this Clause 10 occurs that is likely to adversely affect Our performance of any of Our obligations under these Terms and Conditions:
- 10.2.1 We will inform You as soon as is reasonably possible.
- 10.2.2 Our obligations under these Terms and Conditions will be suspended and any time limits that We are bound by will be extended accordingly;
- 10.2.3 We will inform You when the event outside of Our control is over and provide details of any new dates, times or availability of Catering Services as necessary;
- 10.2.4 If an event outside of Our control occurs and You wish to cancel the Contract, You may do so in accordance with Your right to cancel under sub-Clause 11.3.3;
- 10.2.5 If the event outside of Our control continues for more than 4 [weeks], We will cancel the Contract in accordance with Our right to cancel under sub-Clause 11.5.3 and inform You of the cancellation. Any refunds due to You as a result of that cancellation will be paid to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice.

## **11 Cancellation**

- 11.1 If You wish to cancel the Contract and Your Order for the Catering Services before We begin providing them, you may do so under sub-Clause 4.4.



- 11.2 Once We have begun providing the Catering Services, you are free to cancel the Catering Services and the Contract at any time before the delivery of the Food by giving Us 28 days written notice. If You have made any payment to Us for any part of the Catering Services that We have not yet completed, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation. For any part of the Catering Services that We have already commenced work on (for example, the purchase and preparation of Food), the relevant sums will either be deducted from any refund due to You or You will be invoiced for the sums due and required to make payment in accordance with Clause 5, as appropriate.
- 11.3 If any of the following occur, you may cancel the Catering Services and the Contract immediately by giving Us written notice. If You have made any payment to Us for any part of the Catering Services We have not yet provided, these sums will be refunded to You within 28 days. For any part of the Catering Services that We have already provided, the relevant sums will either be deducted from any refund due to You or You will be invoiced for the sums due, as appropriate. If You cancel because of Our breach under sub-Clause 11.3.1, You will not be required to make any further payments to Us and will receive a full refund of any sums already paid. You will not be required to give 14 days' notice in these circumstances:
- 11.3.1 We have breached the Contract in any material way and have failed to remedy that breach within 14 days of You asking Us to do so in writing; or
- 11.3.2 We have entered into liquidation or have an administrator appointed over Our assets; or
- 11.3.3 We are unable to provide the Catering Services due to an event outside of Our control (as under sub-Clause 10.2.4).
- 11.3.4 We change these Terms and Conditions to Your material disadvantage
- 11.4 We may cancel Your Order for the Catering Services before we begin providing them under sub-Clause 4.5.
- 11.5 If any of the following occur, we may cancel the Catering Services and the Contract immediately by giving You written notice. If you have made any payment to Us for any part of the Catering Services We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our cancellation notice. If We have provided any part of the Catering Services that You have not yet paid for, the sums due will be deducted from any refund due to You or, if no refund is due, We will invoice You for those sums and You will be required to make payment in accordance with Clause 5. We will not be required to give 14 days' notice in these circumstances:
- 11.5.1 You fail to make a payment on time as required under Clause 5 (this does not affect Our right to charge interest on overdue sums under sub-Clause 5.11); or
- 11.5.2 You have breached the Contract in any material way and have failed to remedy that breach within 14 days of Us asking You to do so in writing; or

11.5.3 We are unable to provide the Catering Services due to an event outside of Our control (for a period longer than that in sub-Clause 10.2.5).

11.6 For the purposes of this Clause 11 (and in particular, sub-Clauses 11.3.1 and 11.5.2) a breach of the Contract will be considered 'material' if it is not minimal or trivial in its consequences to the terminating Party (i.e. You under sub-Clause 11.3.1 and Us under sub-Clause 11.5.2). In deciding whether a breach is material no regard will be had to whether it was caused by any accident, mishap, mistake, or misunderstanding.

## 12 Communication and Contact Details

12.1 If You wish to contact Us with questions or complaints, you may contact Us by telephone at 0208 533 4167 or by email at [info@deritz.co.uk](mailto:info@deritz.co.uk).

12.2 In certain circumstances You must contact Us in writing (when cancelling an Order, for example, or exercising Your right to cancel the Catering Services). When contacting Us in writing You may use the following methods:

12.2.1 Contact Us by email at [info@deritz.co.uk](mailto:info@deritz.co.uk); or

12.2.2 Contact Us by pre-paid post at DeRitz Catering LTD, 7 Cromford Path, London, E5 0TG .

## 13 Complaints and Feedback

13.1 We always welcome feedback from Our customers and, while We always use all reasonable endeavours to ensure that Your experience as a customer of Ours is a positive one, We nevertheless want to hear from You if You have any cause for complaint.

13.2 All complaints are handled in accordance with Our complaints handling policy and procedure, available by contacting us at [info@deritz.co.uk](mailto:info@deritz.co.uk).

13.3 If You wish to complain about any aspect of Your dealings with Us, including, but not limited to, these Terms and Conditions, the Contract, or the Catering Services, please contact Us in one of the following ways:

13.3.1 [In writing, addressed to Mr Steven DeRizzio, Managing Director; 7 Cromford Path, London, E5 0TG]

13.3.2 [By email, addressed to Steven DeRizzio at [info@deritz.co.uk](mailto:info@deritz.co.uk);

13.3.3 [By contacting Us by telephone on 0208 533 4167

## 14 How We Use Your Personal Information (Data Protection)

14.1 All personal information that We may use will be collected, processed, and held in accordance with the provisions of EU Regulation 2016/679 General Data Protection Regulation ("GDPR") and Your rights under the GDPR.

14.2 For complete details of Our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available from our website [www.deritz.co.uk](http://www.deritz.co.uk).

## 15 Other Important Terms

15.1 We may transfer (assign) Our obligations and rights under these Terms and Conditions (and under the Contract, as applicable) to a third party (this may happen, for example, if We sell Our business). If this occurs, You will be informed by Us in writing. Your rights under these Terms and Conditions will

not be affected and Our obligations under these Terms and Conditions will be transferred to the third party who will remain bound by them.

- 15.2 You may not transfer (assign) Your obligations and rights under these Terms and Conditions (and under the Contract, as applicable) without Our express written permission.
- 15.3 The Contract is between You and Us. It is not intended to benefit any other person or third party in any way and no such person or party will be entitled to enforce any provision of these Terms and Conditions.
- 15.4 If any of the provisions of these Terms and Conditions are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those provision(s) shall be deemed severed from the remainder of these Terms and Conditions. . The remainder of these Terms and Conditions shall be valid and enforceable.
- 15.5 No failure or delay by Us or You in exercising any of Our rights under these Terms and Conditions means that We have waived such right, and no waiver by Us of a breach of any provision of these Terms and Conditions means that We will waive any subsequent breach of the same or any other provision.

## **16 Governing Law and Jurisdiction**

- 16.1 These Terms and Conditions, the Contract, and the relationship between you and Us (whether contractual or otherwise) shall be governed by and construed in accordance with the law of [England & Wales] [Northern Ireland] [Scotland].
- 16.2 As a consumer, you will benefit from any mandatory provisions of the law in your country of residence. Nothing in Sub-Clause 16.1 above takes away or reduces your rights as a consumer to rely on those provisions.
- 16.3 Any dispute, controversy, proceedings or claim between you and Us relating to these Terms and Conditions, the Contract, or the relationship between you and Us (whether contractual or otherwise) shall be subject to the jurisdiction of the courts of England, Wales, Scotland, or Northern Ireland, as determined by your residency.