

# THE ORCHARD CAFE

## TERMS AND CONDITIONS

### DEFINITIONS

"The Company" means The Homemade Food Company Limited, trading as The Orchard Cafe.

"The Customer" means any person, body of persons, firm or company that the Company enters into a contract with for the provision of services.

"The Price" means the total price payable to the Company for the services.

"The Services" means any service or goods supplied to the Customer or sold by the company under contract.

"The Contract" means any such contract.

### ACCEPTANCE OF THE TERMS AND CONDITIONS:

By completing a Hospitality booking form and/or placing an order you agree to accept these terms and conditions.

### INVOICE:

The Customer will be invoiced after the event date and payment is required within 30 days. If the payment has not been received by the due date, the Company reserves the right to charge interest at the rate of 3% per annum over the Bank of England base rate, current at the time payment falls due.

The price quoted for an event by the Company to the Customer is based on the original quoted numbers and style of event. Any deviation from this original number will result in the company re-quoting on the revised numbers or style of event.

Prices are quoted exclusive of VAT or other taxes unless otherwise stated.

### CANCELLATION:

The minimum cancellation time is 24hrs before the event. 50% will be charged within 24hrs of the event, and 100% will be charged on the day of the event. Should we have engaged sub contractors on your behalf, their individual and particular cancellation charges will apply.

### FINAL NUMBERS:

Invoices are based on final numbers confirmed at least 48hrs before the function, or on the numbers actually catered for, should this be higher. Should final numbers decrease within 24hrs of the event, the higher original figure will be charged for. Should the numbers rise during this time, this can normally be accommodated for with 24 hours notice.

### LARGE EVENTS:

The Company reserves the right to issue separate Terms & Conditions for large events.

### CONDITIONS OF HIRE:

The client shall be liable for any loss or damage to equipment or property provided by the company or by its subcontractors. We will try to mitigate any losses as far as possible, and will pass on any charges at cost.

### OWN FOOD & BEVERAGES:

Food and beverages are only available from the Company, it is not our policy to allow the customer to provide their own. If the customer would like to provide their own catering this would need to be agreed with the Company in advance.

### FORCE MAJEURE:

The Company shall make reasonable efforts to perform their obligations under contract but shall not be liable for any delay or other failure to perform any part of the Contract as a result of factors outside of the Company's control. The Company reserves the right to pass any additional costs incurred from the Company's suppliers' or in-house expenses due to unforeseen demand, restrictions or requirements to fulfil the contract.

### CLAIMS:

A claim that the services are not in accordance with the Contract will not be accepted by the Company unless written notice is given to the Company within five days of the provision of the services, stating the grounds of the claim and enclosing any supporting evidence. The Company's liability (if any) to the customer in respect of any defect in the provision of the Service or for any breach of contract by the Company or its servants or agents shall be limited to the Price. Property, title and ownership in all goods and materials sold subject to these terms and conditions shall not be passed to the Customer until such time as all sums of money owing by the Customer to the Company of any nature whatsoever shall have been paid. The risk in the goods or materials shall have been paid. The risk in the goods or materials shall pass to Customers upon delivery.

