

Crunch Catering
43 Havelock Street, Swindon SN1 1SD

www.crunchcatering.co.uk Tel: (01793) 496929

TERMS AND CONDITIONS

At Crunch Catering we want your event to be a success and the best way to achieve this is to form a strong, honest and open relationship with you, where communication is clear and expectations from both sides are understood from the outset.

1. Quotations

Following any discussions, Crunch Catering will provide an individual quotation upon request. It will remain valid for 30 days and prices quoted will only be valid for your particular event upon an order being placed. In the instance that the event brief alters, it may be necessary to review any quotation given.

2. Orders

Crunch Catering accepts orders in person, over the telephone and electronically.

- 2.1 Crunch Catering reserves the right to substitute any part of your order with a similar item where the original specified item cannot be obtained for reasons due to supply limitations or such like. Every reasonable effort will be made to inform the customer of such changes at the earliest opportunity prior to delivery. Any substitution will be matched as closely as possible to the original specified item.
- 2.2 All pricing and availability is subject to change without prior notice. Existing orders will be honoured wherever possible.

2.3 Catering and Events Bookings

- 2.3.1 Catering and Events orders will only be accepted following a quotation having been offered by Crunch either verbally or in writing unless other arrangements have been previously agreed to in writing.
- 2.3.2 Catering and Events bookings should be made at least 30 days in advance however Crunch will endeavour to provide services for events inside of this minimum notice period where ever possible.
- 2.3.3 No booking shall be deemed to be confirmed until Crunch Catering has issued confirmation as per the conditions set out in section 4.
- 2.3.4 **Minimum numbers of 5 people for catering orders apply** for all normal menus unless otherwise indicated. In cases where special menu items have been requested by the customer, this minimum threshold may deviate depending on the items requested. This will be agreed with the customer at the time of any order being placed.

2.4 Coffeeshop Orders

- 2.4.1 Crunch Coffeeshop accepts telephone orders for collection during our normal opening hours. In these cases, last orders are accepted at 3:30pm and no later.
- 2.4.2 Orders placed for collection must be collected during our normal opening hours. No refunds will be offered for any uncollected orders.

2.5 Requests to make changes to orders

2.5.1 Requests made by customers to make changes to existing catering orders will be accommodated wherever possible by Crunch but in cases where changes are being requested the same day the order is due to be delivered, changes cannot be accepted when preparation of the order is already underway or complete.

3. Delivery

Crunch Catering operates a free delivery policy on orders meeting minimum quantity and/or order value thresholds that are delivered within our free delivery radius. Delivery charges will apply to any orders not meeting these criteria. Delivery charges are scaled dependent upon distance and/or travel time, unless otherwise agreed.

- 3.1 **Lunchtime CATERING orders** requiring delivery will normally be scheduled for delivery between 11:30-1:00pm unless other commitments prevent this in which case alternative arrangements will be agreed with the customer at the time of their placing an order.
- 3.1.1 Delivery outside of our normal Lunchtime slots can be arranged for Morning and Afternoon service by prior arrangement.
- 2.2 **Lunchtime COFFEESHOP orders** requiring delivery shall be placed with Crunch before 11:00 am. Orders received after this deadline may be accepted at our discretion with an alternative delivery time being scheduled if necessary.
- 3.2.1 Delivery outside of our normal Lunchtime slots can be arranged for Morning and Afternoon service but will be dependent upon delivery resources available.
- 3.3 No refunds will be offered for undeliverable orders due to site access restrictions or the collection party being unobtainable through no fault of Crunch Catering.

4. Payment Terms

Crunch Catering products and services are sold or 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 deposits or full payments are submitted, this will also be taken as indication of your agreement and understanding of our terms and conditions.

4.1 Catering and Events Orders

Many costs are incurred on your behalf prior to your event date. These out-of-pocket expenses may include services such as applications for event-specific licences, equipment hire or sub-contracting. Crunch Catering has the following payment terms which shall apply to all orders and bookings unless otherwise formally agreed before hand:

- 4.1.1 Confirmation of your booking will be upon receipt of any requested deposit. Failure to provide one may result in Crunch Catering cancelling your booking.
- 4.1.2 A deposit, of a minimum of 20% of the total invoice value is required immediately to confirm your booking.
- 4.1.3 Where pre-event out-of-pocket costs exceed 20% of the total invoice value then Crunch Catering reserves the right to request a deposit amount greater than that set out in 4.1.2 in order to cover such expenses.
- 4.1.4 Full payment of any costs relating to your event are payable 30 days before the day of your event.
- 4.1.5 All accounts are required to be settled in full within 14 days of the invoice date.
- 4.1.6 Outstanding accounts of 30 days or more will incur interest at 2% above the base rate on any outstanding balance.

4.2 Coffeeshop Orders

4.2.1 All Coffeeshop Orders are to be paid for in full prior to preparation and before collection or delivery unless otherwise agreed.

5. Cancellation

5.1 Cancellation of Catering and Events Bookings

In any instance that you need to cancel your event, the following conditions shall apply unless otherwise formally agreed:

- 5.1.1 All cancellations must be made by telephone, in the first instance and then confirmed in writing or by email.
- 5.1.2 The event will only be deemed as cancelled when the client has received confirmation that any booking has been cancelled as such. Confirmation of cancellation will either be a written letter or an email from Crunch Catering.
- 5.1.3 If the client shall cancel or be deemed to cancel the event one calendar month or more than one calendar month prior to the event date specified in the quotation, then the client shall be liable to pay 20% of the total invoice in addition to all out of pocket disbursements or costs to Crunch Catering in relation to the proposed provision of services.
- 5.1.4 If the client shall cancel or be deemed to cancel the event less than one calendar month but more than one week prior to the event date specified in the quotation, then the client shall be liable to pay 50% of the total costs in addition to all out of pocket disbursements or costs of Crunch Catering in relation to the proposed provision of the services, credit being given for any payment on account already paid.
- 5.1.5 If the client shall cancel or be deemed to cancel the event less than one week prior to the event date specified in the quotation, then the client shall remain liable to pay 100% of the total costs.
- 5.1.6 Where circumstances beyond Crunch Caterings' control prevent us from fulfilling any obligations, Crunch Catering will, by notice in writing to the client, terminate the contract and return to the client 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.
- 5.1.6 Where any application for Temporary Event Notices has been undertaken by Crunch for events being cancelled by either party for whatever reason, the full cost of the application shall be passed on to the client for payment. An administration charge of £25 will also be added in such instances where cancellation it is not through the fault of Crunch.

5.2 Cancellation of Coffeeshop Orders

5.2.1 Coffeeshop orders will only be cancelled at the discretion of Crunch Catering dependent upon the amount of notice to cancel the customer has offered coupled with other considerations such as whether or not your order has been submitted to the kitchen and its preparation has already started or has been completed at the time of cancellation. Any refund given is at the discretion of Crunch Catering and will reflect the above considerations.

6. Refunds

Refunds are only due to the customer either through cancellation of a booking or by way of compensation

- 6.1 Refunds for cancelled products and services will only be made as per the terms set out in section 5.
- Where a refund is due to the customer by way of compensation for an error made on behalf of Crunch, full refunds will only be offered where the products and/or services have <u>not</u> been used or consumed. Only partial refunds will be offered where products or services have been partly or wholly used or consumed.
- The amount of any refund made by way of compensation shall be agreed between the customer and Crunch prior to any payment being made.
- 6.4 Crunch will endeavour to refund customers using the same method of payment as used when initial payment was made, however where circumstances prevent this, an alternative method of payment will be offered.
- 6.5 Repayment of refunds will normally be made within 14 days from the date of any such payment becoming due.

7. Loss and Breakages

Any equipment loaned or hired to the customer shall be the full responsibility of the customer whilst in their possession. Loss and Breakages will be charged to the customer at current market rate for any repairs made to damaged equipment or for replacement of lost items.

8. Liability

Crunch Catering confirms that they have and will maintain sufficient Public Liability Insurance for events of the nature of the booking. A copy of the certificate (or scanned PDF image) is available upon request.

- 8.1 Crunch Catering follows strict HACCP guidelines for all food production, handling, storage, distribution and dealings with our clients and their guests. Our policy, based on these guidelines, restricts the service of food products to a maximum of <u>four hours</u> after being removed from refrigeration. Crunch Catering advises that all food should be consumed within <u>two</u> hours of initial serving or delivery and disposed of after four hours; therefore any food consumed after two hours of this initial presentation is at the client's discretion and therefore becomes their responsibility.
- 8.2 Where Crunch Catering use the clients kitchen facilities, they will be thoroughly reviewed prior to the event but if these facilities are deemed to be unusable on the event date then Crunch Catering will accept no liability for cancellation of the event as a result.

9. Special Offers, Vouchers and Promotions

Crunch Catering's Promotions are all subject to expiry dates as indicated on the associated promotional material.

- 9.1 All offers are accepted at the sole discretion of Crunch Catering and its staff.
- 9.2 Whilst all promotions will be honoured within all practicable means, Crunch Catering reserves the right to change or alter all or part of an offer or suspend or withdraw it completely for whatever reason. Any changes will be notified through reasonable channels of communication.

10. Further Information and Guidance

- 10.1 **Crunch Catering, Crunch Events** and **Crunch Coffeeshop** are all part of the Crunch Family trading under the umbrella of **CRUNCH CATERING**
- 10.2 For more information and advice relating to these terms and conditions please contact Crunch Catering.43 Havelock Street, Swindon, Wilts SN1 1SD or Telephone (01793) 496929

11. Out of Hours Contact

11.1 Crunch Catering defines its normal office hours as 08:30-16:00hrs Monday-Friday excluding bank holidays.

Should you need to contact Crunch Catering outside of our normal office hours regarding a function you have booked with us you should firstly try our main telephone number (01793) 496929 and then as an emergency contact we hold a mobile telephone number (07804) 501673. Mobile numbers are only to be used when emergency contact is required.

12. Customer Declaration

By signing this form the customer indicates that they have read understood and agree to the terms and conditions set out in this document. Deviation from these terms must be agreed to in writing by Crunch prior their taking affect.

Customer Signature		Date	
For Crunch Use Only			
Customer Name		Telephone	
Address	F	Function Summary	,

13.	Definitions	
13.1		Catering and Events Bookings Any booking placed with Crunch Catering for Catering and/or Events Services not including off-the-shelf products or prepared-to-order products from our Coffeeshop.
13.2		Lunchtime Orders Orders placed at our Coffeeshop for Food to be either collected or delivered at any time during the day.
13.3		Orders placed "electronically" Orders placed by means of eMail, Fax or any other form of communication other than verbal or written (or typed) orders sent through conventional postal means.
13.4		Costs Any costs relating to Catering and Events bookings are financial costs which have been paid out by Crunch Catering in order to secure facilities, products or services provided by third parties as part of any package provided by Crunch for a particular event.

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Providers of Buffets, Events Catering, Licensed Bars and Marquee Hire

food@crunchcatering.co.uk