

HUMDINGERS CATERING LIMITED

Terms & Conditions for the Provision of General Catering Services

DEFINITIONS

In these Terms and Conditions and the Agreement the following expressions shall have the following meanings:

- 1.1 **"Additional Costs"** means such additional costs attributable to the provision of Additional Services to the Customer by *Humdingers Catering* which shall include VAT where applicable.
- 1.2 **"Additional Services"** means any additional services *Humdingers Catering* may agree to provide to the Customer in accordance with Clause 7 of these Terms and Conditions which shall include VAT where applicable.
- 1.3 **"Agreement"** means any agreement between *Humdingers Catering* and the Customer for the provision of Catering Services incorporating these Terms and Conditions.
- 1.4 **"Catering Services"** means the Catering Services set out in the Agreement together with any Additional Services to be provided to the Customer by *Humdingers Catering* under the terms of the Agreement.
- 1.5 **"Customer"** means the customer named in the Order purchasing the Catering Services.
- 1.6 **"Catering Date"** means the date and time of the catering specified in the Order.
- 1.7 **"Estimate"** means any estimate or quote issued to the Customer detailing the Catering Services, the Price, Additional Services and any Additional Costs.
- 1.8 **"Humdingers Catering"** means *Humdingers Catering Limited*.
- 1.9 **"Invoice"** means any invoice issued and/or despatched to the Customer detailing the Catering Services, the Price, Additional Services and any Additional Costs.
- 1.10 **"Order"** means the order from the Customer to *Humdingers Catering* which must be placed by email or via our online booking form at www.humdingers.org.uk.
- 1.11 **"Price"** means the price to be paid by the Customer to *Humdingers Catering* for the Catering Services as specified in the Invoice or Estimate.
- 1.12 **"Premises"** means the premises specified in the Order at which the Catering Services are to be provided.
- 1.14 **"Terms and Conditions"** means the terms and conditions set out in this document which apply to catering provided by *Humdingers Catering*.
- 1.15 **"We"** or **'Our'** refers to *Humdingers Catering Ltd*.

INFORMATION ABOUT HUMDINGERS CATERING LTD

- 2.1 *Humdingers Catering* operates the website www.humdingers.org.uk. *Humdingers Catering* is a company registered in England and Wales under company number 6805798 and with its registered headquarters at 234-236 Hoxton Street, London, N1 5LX. *Humdingers Catering's* VAT number is GB945006732.
- 2.2 To contact *Humdingers Catering*, please email us

at info@humdingers.org.uk or telephone us on 0207 729 6644.

GENERAL CATERING

- 3.1 There is a minimum order of 6 people across all of our daily menus.
- 3.2 All of our website and brochure prices are exclusive of VAT, which is applied to the Customer's Estimate or Invoice.
- 3.3. Any rates, prices and discounts stated on our website, lists, newsletters, advertisements and other documents issued by *Humdingers Catering* are subject to variation at any time without prior notice.
- 3.4 All orders must be placed via the online booking form or via email to info@humdingers.org.uk.
- 3.5 We do not accept telephone orders or provide verbal estimates.
- 3.6 We reserve the right to refuse orders when full order capacity has been met or if orders are for less than six covers.
- 3.7 Orders must be finalised with full details by **17:00** the day prior to the booking and 17:00 on Friday for a weekend or Monday order and we reserve the right to refuse any orders beyond this deadline.
- 3.8 All of our Cold Lunch menus are served cold unless specified otherwise.
- 3.9 All of the mains of our Hot Sharing menus are served hot and the sides served cold unless specified otherwise.
- 3.10 The Hot Sharing menu will be delivered in Thermo-Boxes which are collected post catering.
 - 3.10.1 Thermo-Boxes are designed to keep the food hot for approximately three hours, however we advise food to be eaten as soon as possible for optimal serving temperature.
- 3.11 Food is presented in sharing dishes and platters for buffet style catering, however they can be boxed individually upon request as an Additional Service.
- 3.12 Any changes to menu choices must be made by 17:00 2 days day prior to the booking **via email only**.
 - 3.12.1 We cannot change menu choices after this point and any changes will be up to the sole discretion of *Humdingers Catering* management.
- 3.13 Please let us know of any dietary requirements by email before the order has been finalised and inform us of the **severity** of the allergy.
 - 3.13.1 While we will endeavour to cater for any last-minute allergy requirements, these may incur an Additional Cost.
- 3.14 All orders will come with an Allergens Sheet with a list of all the allergens in the catering ordered.
 - 3.14.1 The Customer must check the Allergens Sheet prior to serving and is responsible for the foods' consumption once out of the hands of the delivery team.
- 3.15 In the unlikely event of any missing items from the order or any other discrepancies, please call or email us as soon as possible so we can take the necessary steps to rectify the order as soon as possible.

3.15.1 We reserve the right to refuse refunds for missing items or discrepancies if they are not reported by the customer on the Catering Date.

CANCELLATIONS

- 4.1 Cancellation of an order must be made in writing.
- 4.2 If you wish to cancel or reduce an order the following charges will apply:
 - 4.2.1 Orders cancelled or reduced within 7 days prior to the delivery time will be charged in full.
 - 4.2.2 Orders cancelled or reduced more than 7 days prior to the delivery time will be charged at 50%.

DELIVERY & COLLECTION

- 5.1 All food is driven to you from our headquarters in Hoxton N1 either by our delivery team or by our trusted couriers during busy periods.
 - 5.1.1. Our drivers and couriers will only deliver the food and if the Customer requires help with set up this will come under Additional Services which must be requested 24-hours prior to the Catering Date as stated in Clause 7.
- 5.2. We can deliver to anywhere within the M25 although please enquire for any catering beyond this radius.
- 5.3. Delivery and collection come under Additional Cost and charges vary depending on delivery address.
- 5.4 Congestion charges may apply to some deliveries.
- 5.5. Deliveries before 08:00 and after 20:00 incur an early and late delivery fee of +£20.00 plus VAT.
- 5.6. We will endeavour to deliver the food at the time requested by the Customer, however please allow 30 minutes either side of the requested time and consider this when requesting a time.
 - 5.6.1. If the catering delivery hasn't arrived 20 minutes after the requested time, the Customer may call us on 0207 729 6644 to receive an update on the estimated time of arrival.

INVOICING & PAYMENT

- 6.1. Payment is required to confirm orders for all new and/or private clients. This can be made via BACS or Credit or Debit Card over the telephone.
 - 6.1.2. Amex is accepted. All credit or Amex Card payments with company cards will incur a +3% charge of the net value of the order and constitute as an Additional Cost as stated in Clause 7.
- 6.2 Humdingers Catering reserves the right to cancel or suspend commencement of any pending Catering Services until full payment is received.
- 6.3. All invoices are inclusive of VAT, which must be paid in full.
 - 6.3.1 It is the responsibility of any Customers outside of the UK to claim tax-relief independently.
- 6.4. For continued orders, Customers can apply for a **credit account** with us, subject to two reference checks.
- 6.5. For Credit Accounts:**
 - 6.5.1. A PO number or reference for the invoice will be required to confirm any catering services.
 - 6.5.2. Invoices must be paid in full within the agreed 30-Day Payment Period following the date of invoice. Some Clients are eligible for 60-Day Payment Period Terms however this will be discussed upon application.

6.5.3 If the Customer breaches any of the Conditions or purports to cancel the contract with the Supplier or becomes subject to any insolvency, bankruptcy or similar proceedings, then all outstanding sums in respect of Catering delivered to the Customer shall become immediately due.

6.5.4 In the event that payment is not received after the invoice payment due date, Humdingers Catering reserves the right to place a temporary block on the credit account and cancel or suspend commencement of any pending Catering Services until overdue payments are received.

6.5.5 *Humdingers Catering* reserves the right to charge interest on any late payments of amounts owed, chargeable from the 31st day after the payment due date until the time paid, at a rate of 8% per annum above the Bank of England base rate, compounded annually.

6.6 BACS details for the Company are the following -
Bank Name: Natwest Bank **Account number:** 24608009 **Sort Code:** 50-30-09.

6.6.1 All remittance advices should be e-mailed to: accounts@humdingers.org.uk at the time payment is submitted.

ADDITIONAL SERVICES

- 7.1. All Additional Costs and Services are charged with VAT.
- 7.2. The Customer may submit an email request to *Humdingers Catering* for the provision of Additional Services or items that will incur Additional Cost by 17:00 the day before the Catering Date. This includes but is not limited to; additional covers; takeaway boxes; beverages both hot and cold; disposable plates and cutlery.
- 7.4. Requests for service staff may be submitted by email 48 hours prior to the Catering Date.
 - 7.4.1. Catering Staff are provided for a minimum of 4 hours and rates can vary.
- 7.5. Humdingers Catering may, at its sole discretion, either accept or reject such requests, subject to the Customer's acceptance of a revised estimate or invoice which incorporates the Additional Costs arising from the provision of such Additional Services.
- 7.6. In order to maintain and ensure compliance with food safety hygiene and health and safety legislation and regulations the Customer shall not itself provide or engage any person organisation or firm other than *Humdingers Catering* to provide catering services at the Premises on the Catering Date unless agreed by email by the Customer and *Humdingers Catering* prior to the Catering Date.

MISCELLANEOUS

- 8.1. *Humdingers Catering* reserves the right to use photography of the catering service being provided and any feedback given for our company website and marketing purposes.
- 8.2. Any complaints must be addressed in writing to the Managing Director of *Humdingers Catering* at 234-236 Hoxton Street, London, N1 5LX within 14 days of the Catering Date.

