

# HUMDINGERS

CATERING | WEDDINGS | EVENTS

## WEDDING TERMS & CONDITIONS

### DEFINITIONS

- 1.1 'Humdingers Catering' means Humdingers Catering Ltd.
- 1.2 'The Client' means the person, firm or company making the Booking.
- 1.3 'The Booking' means the function or event specified in the Estimate in regard to which Humdingers Catering is providing goods and/or services
- 1.4 'The Estimate' means Humdingers Catering aggregate quotation of price for each element of the Booking as set out in the Estimate provided to the Client based on the estimated number of guests attending the Booking.
- 1.5 'Terms and Conditions' means the standard terms and conditions set out in this document and includes any special terms and conditions agreed in writing between the Client and Humdingers Catering.

### ESTIMATES

- 2.1 Estimates are valid for three months from the date the Estimate is provided to the Client, unless withdrawn with written notice by Humdingers Catering prior to the Client's acceptance of it in writing.
- 2.2 Any changes to the Booking, including but not limited to, cover numbers, menus or additional services must be requested in writing after which the Client will receive a revised Estimate.

### CONFIRMATION

- 3.1 No booking shall be deemed to be accepted by Humdingers Catering unless and until confirmed in writing by the Client.
- 3.2 No wedding booking or existing client booking shall be confirmed without the payment of a **50%** deposit.
- 3.2.1 **100%** is required 3 months before the date of the Clients wedding.

### NUMBERS

- 4.1. All prices quoted in the Estimate are for a specific number of guests; if there are any changes in numbers or dietary requirements this will affect the overall price contained in the Estimate. This will be amended by Humdingers Catering to reflect such changes.
- 4.2 Confirmation of final numbers and dietary requirements must be provided at least **30 days** prior to the Event Date.
- 4.2.1 Any decrease in numbers after payment for the event has been made, will remain chargeable in full in accordance with Clause 9.
- 4.2.2 If the number or dietary requirements of guests who attend is more than the number notified, or changed as appropriate, the Client will be charged for each such additional guest or change in dietary requirement at a price per head included in the Estimate.

### FOOD

- 5.1 Minimum orders apply for our event menus.
- 5.1.1 There is a minimum order of 20 portions per item on our Canapé and Sweet Treat Bites menus as they are made in batches.
- 5.1.2 There is a minimum order of 10 covers for the A La Carte Menu and any Bespoke Menus.
- 5.2 All of our Canapés and Sweet Treat Bites are served room temperature unless otherwise specified.
- 5.2.1 For all the wedding menu options, either a chef or team of chefs will be required on the event premises with access to kitchen facilities or there must be the capability to set up a pop-up kitchen. A hire fee pre-agreed with the client for the chefs and/or pop up kitchen will apply.
- 5.3. Bespoke Menus and A La Carte Menus must be cooked and plated on the event premises and will require the hiring of our chefs and access to kitchen facilities. Again, a hire fee for the chefs and/or additional required pop kitchen equipment will apply.

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5.4 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. Failure to do so automatically exempts Humdingers Catering from any culpability.

5.4.1 While we will endeavour to cater for any last-minute allergy requirements, these may incur an additional cost.

5.4.2 The Wedding Event Manager and/or Wedding Event Assistant at the Wedding, will have been briefed on all allergens and guests, and any queries must be brought to them **immediately**.

5.4.3 All other Wedding catering will come with an Allergens Sheet with a list of all the allergens in the catering ordered. The Client must check the Allergens Sheet prior to serving and is responsible for the foods' consumption once out of the hands of the delivery team.

### EQUIPMENT

6.1 The service equipment such as crockery, cutlery, glasses, linen etc. hired to the Client, will be of a typical classic style used unless pre-agreed with Humdingers Catering, and quoted for by Humdingers Catering.

6.1.1 These are however subject to availability and substitutes may have to be made.

6.1.2 Requests for variations from Humdingers Catering's usual style will incur surcharges.

6.2 Hired equipment is inevitably broken at events. This is not accounted for in the Estimate. Any breakages or damage to any hired equipment caused at the Wedding by the client or guests will be invoiced post event. This is to be paid by the Client in **full** in accordance with Clause 7.

### PAYMENTS DUE BEFORE THE EVENT DATE

7.1 A **non-refundable deposit** of **50%** of the total, including VAT, is due on acceptance with a written confirmation of the proposal prior to the event.

7.2 **Final settlement** of the full amount, including VAT, must be made **90-Days prior to the Wedding Date**,

7.3 In the event of a booking being confirmed **within 90 days** of the wedding date, **full** payment will be required to confirm the booking.

7.4 If the Client fails to pay the deposit or final amount to schedule, Humdingers Catering shall be entitled to cancel the Booking and charge the Client in accordance with Clause 9.

### PAYMENTS DUE AFTER THE EVENT

8.1 Payment of any balance or for any additional post-event invoice, including the charges in clause 6, is due **no later than 7-days** after the receipt of additional invoice.

### VAT

9.1 VAT at the **current rate** of **20%** is payable on all sums within the Estimate in accordance with the Terms and Conditions.

9.1.1 all prices shown **exc.** VAT and will be added to the final amount.

### CANCELLATIONS

10.1 Any cancellations of bookings must be made no later than three months prior to the event, otherwise Clients will be liable to pay for the event in full.

10.2 All deposits are non-refundable.

10.3 Any reductions in guest numbers must be made at the time of full payment for the event, 30-days prior to the Event Date or before. Humdingers Catering will not provide a refund for any guest reductions.

### COVID 19 CANCELLATIONS

10.4 Humdingers Catering is not able to offer a refund should the Clients circumstances be impacted by Covid-19; however, the Client is able to reschedule the date at no extra cost provided there is more than **2 weeks** till the wedding date.

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10.5 Should the Client wish to cancel entirely; Humdingers Catering is not able to offer a refund on payments made up to date and will be required to pay any payments in arrears. See clause 7 and 8.

### **FOOD SAFETY**

11.1 Humdingers Catering cannot be held responsible for the safety of any food supplied directly by the Client and served by Humdingers Catering. In this instance, Humdingers Catering would require written evidence of responsibility and we may ask for Health & Safety certificates and PLI Insurance.

11.2 Following catering delivery, we recommend that high risk food held at an ambient temperature be consumed within two hours. This is a qualitative and food safety recommendation provided by HSE (Health & Safety Executive).

11.2.1 High risk food held at an ambient temperature for more than four hours should be disposed of.

11.2.2 We cannot take responsibility for the safety of food delivered by us which has been out of refrigeration for more than four hours.

### **PROPERTY**

12.1 Humdingers Catering will not be held liable for loss, theft or damage to any of the Client's or the Client's guests' property during the Booking unless such loss, theft or damage is a result of any wilful act or negligence of Humdingers Catering or any of its employees.

### **LOSS OR DAMAGE**

13.1 The Client is wholly responsible for all equipment supplied by Humdingers Catering for the purposes of the Booking, from the time of delivery to the Client or the venue until it is collected.

13.2 The Client must ensure that the equipment is sufficiently insured and evidence of a PLI may be requested.

13.3 Risk of any damage to or loss of the equipment shall pass to the Client on delivery.

13.4 Ownership of the equipment delivered shall not pass to the Client.

13.5 The Client will be responsible for any loss or damage caused by the Client's representatives or guests to property owned or hired by Humdingers Catering.

13.6 The Client will not be liable for any loss of damage which has been caused or contributed to by any wilful act or negligence by Humdingers Catering or any of its employees.

### **LIMITATION OF LIABILITY**

14.1 Subject to the express provisions of these Terms and Conditions, Humdingers Catering nor the Client shall be liable for any indirect loss or consequential loss howsoever cause by their failure to perform their obligations under these Terms and Conditions.

### **DEATH OR PERSONAL LIABILITY**

15.1. Nothing in these Terms and Conditions shall operate to limit the liability of Humdingers Catering for death or any personal injury caused by its negligence.

### **DATA PROTECTION**

16.1. Humdingers Catering shall not use, copy, adapt, disclose or part with the possession of any business, employee, customer or guest information or data of or relating to the Client which is disclosed directly as a result of these Terms and Conditions.

16.2 Humdingers Catering shall not disclose to any third party the details and contents of these Terms and Conditions except as strictly necessary to perform its obligations or exercise its right under these Terms and Conditions or with the written consent of the Client.

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### LAW OF THE CONTRACT

17.1 The contract which incorporates these Terms and Conditions shall be governed by English law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

### PHOTOGRAPHY

18.1 Humdingers Catering may take photographs of the wedding set up and/or catering we have provided, as well as our hired staff members for use in our social media and marketing.

18.1.1 Should the Client wish to opt out of this, please contact Humdingers Catering in writing via email prior to the event.

18.2 For weddings and events where a professional photographer has been present, we may request photographs from the Client.

### WAITING STAFF

19.1. Waiting staff hired for an event cannot be expected to move heavy furniture. Porters can be hired for this purpose if required.

19.2 All waiting staff are responsible to the Wedding Events Manager on duty and any discrepancies in service must be brought to them.

19.3 On the rare occasion, members of staff may have to withdraw from service before the event. In this case, our participating agency will source their replacement, or the Client will be refunded for the member of staff.

19.4 Our Estimate stipulates a finishing time for all staff.

19.4.1 The cost quoted for staff is based on this finishing time.

19.4.2 If the event overruns and/or staff are required to work beyond the quoted finishing time, this extra time worked will be chargeable to the Client.

19.4.3 In addition, if the revised finishing time is later than 11.30pm, taxi fares for the staff finishing later than planned will become chargeable to the Client.

19.5 Staff are not allowed to join the event post-service under any circumstances.

### COMPLAINTS

20.1 Any complaints must be brought the Wedding Events Manager's attention during the course of the event or within 24-hours of the event concerned, as well as in writing, no more than 48-hours after the event has taken place.

### ALCOHOL & BEVERAGES

21.1 Humdingers Catering operate a Sale & No Return policy. Alcohol or beverages purchased for the event cannot be reimbursed. Clients can either take the beverages home, or the company's driver will return them to Humdingers Catering after event clear-down.

21.2 For sale of alcohol on the event premises, we will require a Temporary Event Notice (TEN) and a Personal Licence Holder - the Wedding Events Manager, must be present for alcohol sales.

21.3 The Wedding Events Manager reserves the right to refuse service of alcohol to certain individuals when deemed necessary and their decision will be final.

### DELIVERY CHARGES

22.1 Delivery and collection charges will apply and are dependent on postcode.

22.2 Rates for weekend and late-night deliveries and collections may vary.

22.3 Equipment deliveries may be subject to separate delivery charges.

### TASTINGS

23.1 One tasting occasion can be provided at Humdingers Catering's premises at a cost of £75 per head + VAT for up to a maximum of 4 guests. This charge will be need to be paid prior to the tasting,

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23.1.1 Should the Client not book with us following the tasting, they will be invoiced separately.  
23.2 Humdingers Catering reserve the right to cancel and reschedule the tasting should there be an event that compromises the availability of our chefs and Event Manager.

### HEALTH & SAFETY

24.1 A Risk Assessment will be issued to the venue prior to the event to be signed.

24.1.1 This Risk Assessment premeditates any health and safety dangers and how they can and will be managed to prevent loss, damage or injury during the event.

24.2. Humdingers Catering will conduct the event in an orderly and safe manner and cease an event if it becomes apparent that the operation of an Event will cause a risk to the health and safety of guests, general public or any of Humdingers Caterings property.

I have read, understand and agree to Humdingers Catering's Terms and Conditions.

SIGNED

PRINTED NAME

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COMPANY (IF APPROPRIATE):

DATE:

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