

CLEVERCHEFS LTD. TERMS & CONDITIONS

CLEVERCHEFS LTD | Cardiff HQ, Unit 13 Pacific Business Park, Pacific Road, Cardiff, CF24 5HJ



Terms & Conditions

These Terms and Conditions applies to Clever Chefs Itd (hereinafter referred to as "The Company") supply of catering services to other persons or firms (hereinafter referred to as 'Customer', 'you', 'your'). The contract is between The Company & The Customer. These Terms and Conditions do not affect your statutory rights.

Prices and Services

- 1. All prices listed are exclusive of VAT, except where stated.
- 2. Prices will not include crockery, linen, cutlery, glassware and professional uniformed waiting staff unless stated on your catering package.
- 3. Table cloths and linen napkins may be included in your catering package, however if additional linen is required for cake tables and/ or present tables a supplementary charge may apply.
- 4. If the number of guests attending exceeds the numbers originally booked, and we are able to cater for them, we will charge for the greater number at the agreed rate.
- 5. If the number of guests is less than originally booked, we will still charge for the numbers ordered.
- 6. Final numbers of guests and their menu options if applicable must be notified to us in writing no later than 72 hours prior to the event. After this time if the numbers increase by up to 5 this can normally be accommodated, but this is not guaranteed, and allowances cannot be made.
- 7. Any changes to the Menu must be notified to us in writing no later than 72 hours prior to the event. After this time The Company cannot guarantee the changes will be made.
- 8. Any dietary requirements of guests must be notified to us in writing no later than 72 hours prior to the event.
- 9. The Company must be notified in writing the running order of your event where possible 72 hours prior to the event.
- 10. Gratuities are at your discretion.
- 11. Unless agreed otherwise in writing the only services that the Company agrees to provide to you are the services specified in your catering package which you have agreed to in writing.
- 12. Clever Chefs Ltd is not responsible for the safe keeping of clients' valuables, personal belongings and gifts unless otherwise stated and we recommend that all personal items are taken home with you at the end of your event.
- 13. Clever Chefs Ltd cannot be held responsible for any damage caused to clients' wedding cakes.

Payment

- 1. All deposits are non-refundable and non-transferable
- 2. A non-refundable, non-transferable deposit of £1000 is required to be made to us in cleared funds in order to secure your wedding date, following your receipt and acceptance of a quote from The Company, and prior to an arranged Wedding tasting session.
- 3. 50% of the balance of the agreed Price will be due 7 days after your agreed Wedding tasting session.
- 4. The remaining balance is to be paid in cleared funds no later than 30 days before your event.
- 5. Should you need to cancel your event exceptional circumstances will be considered when assessing any potential refund.



6. Payment can be made by cash, cheque, payment cards and BACS transfer. Please make cheques payable to Clever Chefs Ltd and send to Unit 13, Pacific Business Park, Pacific Road, Cardiff, CF24 5HJ. 7. The Company reserves the right to charge interest at a discretionary rate as a result of late payments by you.

Cancellation

- 1. Clever Chefs Ltd reserves the right to cancel any function or event for any of the following reasons: a) If the client or The Company becomes insolvent or enters into liquidation or receivership. b) If the event may prejudice the reputation or cause damage to The Company.
- 2. In any of these situations Clever Chefs Ltd will have no further liability to the client.
- 3. Cancellation charges will be applied as appropriate, which reflect the costs and expenses we may incur on your behalf as the function date nears, and the reduced time available to us to obtain any alternative bookings.
- 4. All cancellations must be confirmed in writing. Only once written cancellation is received will the cancellation become effective.

Menu

- 1. Whilst every effort will be made to ensure the accuracy of quotations, prices quoted only become binding once agreed in your catering package and once the Terms and Conditions come into force. It is the price quoted in your 'catering package' which must be paid in full, however, the Company reserves the right to charge more for the food to be provided and / or for labour in the event that the cost of such items increases between the time of conclusion of the contract and the time of the event. In this case the price increase will only be the amount of additional cost directly incurred by the Company and any price change will be notified to you in writing as soon as possible, and in any case, prior to the event.
- 2. All food at your event which is not provided by Clever Chefs Ltd should be prepared & stored in accordance with guidelines set by the Food Standards Agency, and the Company will require you to agree & sign a disclaimer releasing Clever Chefs of any responsibility to that effect.
- 3. Any person subsequently consuming food, or taking food home for consumption, does so at their own risk. The Company cannot accept responsibility for food consumed otherwise than at the location at which the food is supplied.
- 4. Food Allergies & Intolerances: Please note that most food contains allergenic ingredients. Special diets for food allergies will be catered for only if they have been arranged prior to your event and confirmed in writing.

Limitation of liability

1. Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the contract package price and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us. This does not include or limit in any way our liability: (a) for death or personal injury caused by our negligence; (b) under section 2(3) of the Consumer Protection Act 1987; (c) for fraud or fraudulent misrepresentation; or (d) for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between



- us. (e) for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
- 2. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us including but not limited to: (a) loss of income or revenue; (b) loss of business; (c) loss of profits or contracts; (d) waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

Equipment

- 1. Any equipment lost or damaged by you or any guest will be charged at the full replacement cost.
- 2. Additional charges may apply for the hiring of site kitchens and specialist equipment and, if so these will be stated in your catering package.

Labour

1. The Company reserves the right to charge (including for any applicable increased or overtime rates) more for staffing costs should any function run on longer than initially planned or detailed in the catering package through no fault of the Company.

Corkage

1. Corkage for wine & champagne is charged at the rate specified in your catering package. This will cover the chilling, serving, and recycling of empty bottles. A fee can be agreed upon before the event (and if so this will be stated in the quotation) so there are no hidden charges or unexpected charges after the event.

Insurance

1. It is strongly recommended that you arrange adequate Event & Cancellation Insurance to protect against cancellation, costs, damage, public liability if applicable.

Bad weather

1. Clever Chefs Ltd cannot be held responsible in any way for any unsuitable weather conditions that may arise.

Contact

Please feel free to contact us for further information.

Feedme@cleverchefs.co.uk or 0345 5210123