

# **Terms & Conditions**

"The Company" means Two Simmering Pans Limited

"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**

Receipt of these terms or written acceptance by the Company of the customer's order and booking deposit shall be deemed to constitute unqualified acceptance of these conditions.

# **Deposit**

A non-refundable 25% booking deposit is required on written confirmation of an event. The deposit is calculated on the total estimated price of the event; and the deposit must be cleared funds in the Company's bank within 14 days of invoice date.

# **Invoice and Late Payment**

The remaining 75% balance will then be due no later than 2 weeks prior to the agreed event date. An invoice will be issued and funds must be cleared in the Company's bank prior to arriving on-site.

If the payment has not been received by the due date, the Company reserves the right to charge interest at the rate of 8% per annum over the Bank of England base rate, current at the time payment falls due.

Debt recovery costs will also be chargeable for any late payments (not received by the due date detailed on the invoice) and the invoice will be re-issued with the fee detailed:

Invoice total up to £999.99 – a £40 fee will be charged

Invoice total £1000 and above – a £70 fee will be charged

All prices quoted are exclusive of VAT. We charge an additional 5% fee on all Credit Card payments

## **Changes to Specification**

Should the event change from the original quoted specification then your costing will be revised accordingly.

#### Cancellation

The minimum cancellation charge is 25% of the estimated bill. This will increase to 50% within fourteen days of the event, and 100% with seven days. Should we have engaged subcontractors on your behalf, their individual and particular cancellation charges will apply.

#### **Conditions of Hire**

The Customer 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.

#### **Extreme Weather**

In the unlikely event that the weather conditions are too extreme for the Company to travel to the agreed location and deliver on the Services confirmed with the Customer, the Company accept no liability.

#### Wines

Wines are subject to market availability. Vintages and prices may be altered. Corkage fees may apply to the Customer (venue dependant) should they wish to provide their own beverages and will be provided upon request.

#### **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. In particular but without prejudice to the generality of the foregoing, by act of fire, flood, subsidence, sabotage, or accident.

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.

## **Final Numbers**

Invoices are based on final numbers confirmed at least ten working days before the function, or on the numbers actually catered for, should this be higher.

Should final numbers decrease within five working days the higher original figure will be charged for.

Should the numbers rise during this time, we reserve the right to charge a rebooking charge. The fee will be calculated on a 15% charge of all costs relating to the increase, i.e. staff, food, drinks, and equipment.

This is to take into account additional ordering and kitchen time and any penalties levied by our sub-contractors.

#### Children

A child is determined to be 12 years of age or younger and if ordered as a child, will receive a half-size portion for each course. All other guests will be charged for at the full adult price. The suitable children's menu will be determined between the Company and the Customer prior to the event. No supplements are offered for a children's menu, they are based strictly on a single choice only for all children in the party.

## **Allergic Reactions**

The Company cannot guarantee that any produce on our menu is totally free from nuts, nut derivatives or other ingredients to which guests may have a serious allergic reaction as we cannot operate in a nut free environment.

We would therefore advise guests with a severe allergy to nuts or other ingredients to talk to us directly to arrange an alternative to the chosen meal.

## **Customer's Own Food and Drinks**

The Company accept no liability for any food supplied to the Customer by another caterer (or food products supplied by the Customer themselves) in addition to those arranged by the Company.

The Company will happily serve the Customer's arrival drinks, table wines, etc. during their event subject to waitress fees and corkage fees, please ask for further details.

#### **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.

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.