



Chris Burns Catering Limited ("Chris Burns Catering")

Catering Terms and Conditions

Catering terms

In order to avoid any misunderstandings with placing orders, the following are our terms of trading. In choosing Chris Burns Catering as your catering Specialist, you are deemed to have accepted these terms and conditions. Please note that all prices are subject to VAT charged at 20%.

Confirmation by clients

All catering, whether it be for a private or public function, corporate or BBQ, bookings are considered provisional until the receipt of £100.00 security deposit on all orders below £1000.00 net. All orders above £1000.00 net are subject to a 50% booking deposit of the gross value.

Amendments and final numbers by customers

3 working days prior to the function no changes will be accepted, this includes catering numbers, final details on timings, food and special instructions.

Deposits, Payments and Cancellation Policy

A deposit of £100 is expected to make a firm booking on all orders below £1000.00. All orders above £1000.00 net are subject to a 50% booking deposit. The outstanding balance is to be paid in full one week prior to the event for all private functions. We operate a 30 day payment term for corporate catering, with a preference for early payment where possible (within 14 working days). Payment can be made via bank transfer, BACS or cash. Chris Burns Catering reserves the right to require full payment on the day the services are rendered. The deposit is non refundable.

General liability

Chris Burns Catering does not accept liability for any failure to provide the services contracted which are due to circumstances beyond our control, including electricity, fire alarm evacuation or extreme weather conditions for outdoor events.

Public liability

To protect ourselves against any third party claims, Chris Burns Catering has obtained full liability insurance. The client reserves the right to request to see proof of cover.

Travel

Delivery of food is free of charge subject to our minimum order value of £40.00 excluding VAT. For distances further than 20 miles from our premises, we reserve the right to charge a delivery fee. Chris Burns Catering always aims to be prompt in our delivery through early departure from our premises. If however, we should be held up in traffic we cannot be held responsible if the service is not delivered on time.





Limitation of Liability

As stated in these terms and conditions, except where goods are sold to a person dealing as a consumer (within the meaning of the unfair contract terms act 1977) all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where any goods are sold via a consumer transaction (as defined in the sale of goods act 1979), the statutory rights of the client are not affected by these. Except as provided in the condition below, Chris Burns Catering shall not be liable to the client for any reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty of common law, or under the express terms of the contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses, or other claims for consequential compensation (whether caused by the negligence of Chris Burns Catering, its employees, agents or otherwise) which arose out of or in connection with the supply of goods or services by Chris Burns Catering to the client and the entire liability of Chris Burns Catering shall not exceed the contract price for the goods and/ or the services. Chris Burns Catering accepts liability for death and personal injury to the extent caused by the negligence of Chris Burns Catering, its employees and agents (during the course of their employment and agency, as appropriate. The client needs to ensure that he/she is in possession of a Temporary Event Notice (TEN) if applicable. The client will also send Chris Burns Catering a copy of this notice or license 14 days prior to the event. If TEN is not received by Chris Burns Catering within the specified time, it will be assumed that the TEN has been granted and will be the sole responsibility of the client. Chris Burns Catering would not accept any liability.

Force majeure

Chris Burns Catering shall not be regarded as being in breach or be liable to the client for any loss, damage or injury caused as a direct or indirect result of the performance of any obligation under these terms and conditions being prevented, hindered or delayed by any events or circumstances beyond the reasonable control of Chris Burns Catering including, but not limited to fire, flood, storm, volcanoes, act of god, war, strikes, trade disputes or other industrial action

Third party rights

A person who is not a party to this contract has no rights under the contract (right of third parties act 1999) to enforce any term of the contract or these terms and condition but this does not affect any right or remedy of a third party which exists apart from that act.

Applicable law

The validity, construction and performance of the contract and these terms and conditions shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

22nd January 2020

