

Terms and Conditions –

1) Definitions

('the Company') The Dimblebee Catering Company Ltd

('the Client') Any person or company contracting with the Company

2) Agreement

The services of the Company are hired under the Terms and Conditions as set out in this document. Receipt of a deposit (or part/full payment) will be taken as implied and explicit acceptance of these Terms and Conditions.

3) Quotations

The Company will act to formulate a quote according to the Clients specification. It may however be necessary to revise or withdraw a quote or to consider any booking as cancelled by the Client should the original specification provided to the Company by the Client be changed, re-defined or found to be incomplete or misleading. In such cases any deposit or monies paid will not be refunded.

Final numbers must be received at least 15 working days before an event and the due balance invoice will be issued based on that figure regardless of any subsequent cancellations. Additional guests will be charged for. If final numbers should drop by 20% or more from those advised for the last quotation, half the difference will be invoiced and will be due for payment prior to the event.

Bookings will be confirmed upon receipt of the requested non-refundable deposit. Delay in receipt of any payments may entail the Company cancelling the booking. The Company will not accept any liability for such cancellation.

The Company reserves the right to alter, substitute or withdraw food or drink items, menus, services, hire specifications, payment terms, discounts and offers.

All quotations are valid for 30 days and are subject to availability upon receipt of deposit.

Booking the company in advance of 30 days will reserve our services on the selected date via payment of the non-refundable deposit. The quote will be reviewed 30 days prior to the actual event date and may be re-quoted at current pricing, if applicable, which may alter the balance due.

4) Payment

The Company require a minimum non-refundable deposit of one third of the quotation cost to confirm a booking. The final balance payment should then be received no more than 15 working days prior to the event. (The non-refundable deposit percentage and the balance due date may be changed dependant on credit rating, the nature of the event or timescale for the event).

Corporate accounts are required to settle in full by transfer within 14 days of invoice. Payment terms may be revised for established Clients. First orders from new corporate Clients will be payable pro-forma.

Goods to remain the property of The Dimblebee Catering Company Ltd until paid for in full.

Where a balance payment has not been received within 7 working days prior to an event the Company reserves the right to consider the event as cancelled by the Client and any monies or deposit paid will be forfeit.

Unless stated otherwise, prices are subject to VAT.

5) Cancellation

Cancellations should be made over the telephone in the first instance but must also be confirmed in writing to the Company. The booking will only be confirmed as cancelled once the Client has received a written or emailed 'Cancellation Acknowledgement' reply from the Company. Any cancellation will result in the loss of the deposit.

If the Client cancels or is deemed to have cancelled the booking (prior to the event) during the timeframes set out below, the following percentages of the remaining final balance from the quoted price will become immediately due for payment -

90 to 62 days prior	50%
61 to 32 days prior	75%
31 days or less	100%

The Company reserves the right at any time to withdraw any credit terms granted and charge interest on accounts which remain unpaid after the payment request date at the rate of 8% per month or part thereof, above the Bank of England minimum lending rate. Such accounts will be passed to a debt recovery agency or solicitor, and all costs incurred will be recoverable from the Client.

6) Liability

The Company have sufficient Public Liability Insurance for events of the nature of the booking.

The Company follows strict guidelines for all food production, handling, storage and distribution and dealings with our clients and their guests. Our policy, based on these guidelines, restricts the service of foodstuffs to a maximum of four hours after being removed from refrigeration. The Company advise that all food must be consumed after two hours of initial serving, any foods consumed after two or more hours of it first being served is at the Client's discretion, and therefore becomes their responsibility. The Company will have no responsibility for, or be associated with, food prepared by the Company which is retained by Clients for consumption after an event.

The Company may be asked to serve consumable items provided by other Suppliers or the Clients. The Company will have no responsibility for, or be associated with, food prepared by other parties.

The Company provides a wide range of menus some of which will contain allergens such as cereals containing gluten, peanuts, nuts, milk, soya, mustard, lupin, eggs, fish, crustaceans, molluscs, sesame seeds, celery and sulphur dioxide (beer/wine etc). The Company will be able to advise on allergenic ingredients however the Company accepts no responsibility for any costs or injuries caused by incorrect, misleading, part or non-disclosure of allergies or special dietary needs.

It is the Clients responsibility to check that the quote fully satisfies their specification in terms of their brief, including allergen or dietary considerations, timings, guest numbers, location, hire, delivery, collection, menu and service before placing their order.

It is the Clients responsibility, unless agreed otherwise in writing, to provide adequate insurance cover for an event, including property stored or left on site, marquees, hire equipment, guests, guest property and subcontracted personnel.

The Company shall not be liable under any circumstances for any indirect cause of consequential loss or damage whatsoever.

Accidental damage at the event should be covered by the Clients own insurance and no claim will be accepted by the Company

The Company does not accept liability and shall not be liable to pay damages or issue refunds for loss, damage, substitutions, alterations or cancellation of any event or service arising as a result of

- Abnormal traffic conditions, accident, puncture, road closure, breakdown, diversions, obstruction, mechanical breakdown of vehicles or equipment
- Strikes, riots or lock outs affecting any trade with which the Company is concerned.
- Adverse weather conditions
- Fire, flood, theft, attempted theft, wilful damage, or any cause beyond its reasonable control
- Closure, availability, access, restrictions, commercial matters, supply, or performance by or at the Venue, its agents or services.
- Terrorism, civil unrest or protest intervention or acts

The liability of the Company in respect of all claims arising under any booking is limited to the amounts of the price or charges payable to the Company under such contract.

7) Venues & Kitchens

Where the Company have the use of Clients/Venue kitchen facilities, they will be checked over and if deemed to be unusable, unsafe, or unhygienic on the Booking/Event Date the Company will accept no liability for cancellation, no monies will be refunded, and any payment balance will be due.

If the facilities need minor rectification work (i.e. spot cleaning) which the Company is willing to undertake, then the Company reserve the right to charge for this service. No work will be undertaken without the Clients/Venue prior approval.

If providing the Venue, the Client must provide a secure service area and sufficient tabling, adequate power supply, suitable power cabling, adequate power points, adequate services, toilet facilities, sinks, heating, ventilation, fire escapes and suitable functioning equipment etc. for our use. The size of the area will be dependent on the number of people attending, equipment required, cuisine and style of service. Clients are also to arrange for disposal of all refuse and to provide an area where cardboard boxes, empty glass bottles & black sacks etc. may be placed to await removal. This MUST be within easy reach of the catering area. It will be the Clients sole responsibility to provide adequate hard flooring, cover, power & lighting inside and outside the catering area if required by the particular event, weather, or early/late working.

It is the Client's responsibility to make sure the Company has adequate access for our vehicles irrespective of weather conditions. In the case of adverse weather, we require sufficient access for our vehicles to park directly outside the catering area.

The Company will accept no responsibility for Clients premises, furnishings, equipment, goods etc. unless by prior arrangement with the Client. In any event, no claim will be considered if it is not evidenced to the Company's Senior Staff during the event or if our Staff have left the venue/premises.

8) Breakages/Missing/Stolen

If property belonging to or hired by the Company is accidentally, wilfully or negligently damaged, missing or stolen, the Client will be informed and the replacement cost will be invoiced separately, payable by the Client immediately upon invoice.

9) Staffing, Conduct and Safety

Staff will be hired according to the Clients own requirements where the Company deems levels to be suitable for the menu and service required. The quote will detail the number of Staff and the hours. Start and finish times will be to the nearest whole hour. If delays, beyond the direct responsibility of the Company, require any Staff to work additional hours then the Client will be charged. The Company cannot guarantee that Staff will be able to work outside of the quoted hours and the Client should consider this when authorising labour hire and managing their event.

The Company have a zero tolerance policy on abusive, harassing or aggressive behaviour towards its Staff, Agents or Property and will only seek to operate within a safe and conducive working environment. Should any concern arise where this is not the case, this will be reported to the Clients on-site representative. Should matters not be able to be resolved to the satisfaction of the Company, this may entail the Company being forced to immediately cancel the booking or to incur costs to remedy, which may be chargeable. The Company will accept no liability whatsoever for such cancellation.

Clients should encourage the sensible consumption of alcohol and shall manage their guests in such a way as to avoid any form of harassment, conflict or aggression towards Company Staff, Agents or Property.

10) General

The Company retain the right to amend these Terms and Conditions via the website only.

Details provided on the website are for information purposes only.

The Company may reply to people who have contacted us in order to forward communications regarding our services. No information will be passed to any third party.

The Company may record and use images or video of events for their own records and marketing.

The content of this Agreement and the website www.dimblebeecatering.co.uk is copyright to The Dimblebee Catering Company Ltd and may not be copied or reproduced without prior written permission of The Dimblebee Catering Company Ltd, Unit 10 Linwood Workshops, Linwood Lane, Leicester, LE2 6QJ, UK registered No. 7827086

“We very much look forward to being of service to you, and being a part of your special occasion.”

The Dimblebee Catering Company Ltd

Award Winning Outside Event Catering Services & Wedding Caterers Leicester & Midlands