

TERMS & CONDITIONS

For Catering Services to be provided by Jigslaw Food Ltd, ('Company' or 'we')

These Terms and Conditions apply to the following as may be applicable:

The contract will be between the Company and the Customer (stated below and hereinafter referred to as 'Customer', 'you', 'your'). These Terms and Conditions do not affect your statutory rights.

Jigslaw Food Ltd may update these terms and conditions from time to time. You should check this Terms from time to time to ensure that you are happy with any changes.

Prices and Services

All prices listed are exclusive of VAT, except where stated.

If the rate of VAT increases, Jigslaw Food Ltd reserve the right to increase the total cost of the event by the amount specified by the government, on events already booked.

Prices include crockery, cutlery and professional uniformed waiting staff only where stated on your catering package.

If the number of guests attending exceeds the numbers originally booked, and we are able to cater for them, we will charge, at the prevailing rate, for the greater number.

If the number of guests is less than originally booked, we will still charge for the numbers ordered. Upon submitting your booking form and paying your deposit, you agree to the minimum spend as stipulated on your event proposal. Events are booked based on, but not limited to, the acceptance of that minimum spend.

Final numbers of guests must be notified to us in writing no later than 7 days prior to the event.

Travel charges may apply.

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.

Payment

All deposits are non-refundable and non-transferable.

Payments should be made in advance of any catering delivery unless otherwise agreed.

When a credit facility is provided Purchase Orders must be provided prior to delivery. We operate a strict no PO no catering policy.

The Company reserves the right to charge interest on late payments. For consumers, (as defined in the Consumer Rights Act 2015), the rate of interest is 4% above the base rate of Barclays Bank plc. For persons other than consumers (as so defined) the rate of interest shall be the higher of 8% and the rate specified from time to time in the Late Payment of Commercial Debts Act.

Cancellation

Jigslaw Food Ltd reserves the right to cancel any function or event for any of the following reasons:

- a) If the client or Jigslaw Food Ltd becomes insolvent or enters into liquidation or receivership.
- b) If the event may prejudice the reputation or cause damage to Jigslaw Food Ltd.

In any of these situations Jigslaw Food Ltd will refund any payments made in advance, but will have no further liability to the client.

The following cancellation charges will be applied, 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:

The Deposit paid is non-refundable, non-transferable regardless of the length of time prior to the event you decide to cancel.

Cancellation between twelve months and six months prior to the event – you will owe us 50% of the total contract package price

Cancellation between six months and three months prior to the event – you will owe us 75% of the total contract package price.

Cancellation between three months and the event date – you will owe us 100% of the total contract package price.

All cancellations must be confirmed in writing. Only once written cancellation is received will the cancellation become effective.

Please note that all parties named in the booking form are jointly and severally liable for the sums payable under this agreement.

Menu & Food Allergies

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 quotation' 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.

All food which is not consumed within two hours at room temperature should be disposed of. Any person subsequently consuming food, or taking food home for consumption, does so at their own risk. Jigslaw Food Limited cannot accept responsibility for food consumed otherwise than at the location at which the food is supplied, or after the initial two hour period.

Food Allergies & Intolerances: Please note that all of our 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. If you wish to know more about our ingredients, please contact Jigslaw Food prior to the event. Please note that we work with allergenic ingredients in our kitchen and whilst we will can cater for special diets for people with food allergies, we cannot guarantee that their meals will not contain traces of allergenic ingredients.

Limitation of liability

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.

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

Any equipment lost or damaged by you or any guest will be charged at the full replacement cost.

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

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 or the caterers.

Insurance

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

Bad weather

Jigslaw Food Ltd cannot be held responsible in any way for any unsuitable weather conditions that may arise. The normal cancellation fee will be applicable in these situations.

Contact

Please feel free to contact us for further information:

Mark 07883 448835

Address: Jigslaw Food Ltd, Yard F, Dales Court Business Park, Ipswich, IP1 4JR Registration Number 11261158

Email: bake@jigslaw.co.uk Website: www.jigslaw.co.uk

Limitation of Liability and indemnity

The Company shall not be liable for events beyond its control or for indirect or consequential loss or damage, and the Company's maximum liability (whether in Contract Tort or otherwise) shall not exceed the price paid for the Services and the Customer shall indemnify the Company in respect of any loss or damage to the Company or its property that is caused by the Customer.

Miscellaneous

These Terms and Conditions shall be governed by the Laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales. Any notice shall be in writing, including by email, to the recipient's email address as provided herein or otherwise as provided to the other party from time to time.