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## Terms of Service

### 1. Definitions

**“Goods”** means any goods and/or services provided by the Company as ordered by the Client

**“Company”** means Southern Hospitality UK Ltd. Trading as South Business Catering.

**“Client”** means the person, firm or company placing an order with the Company.

### 2. Application

South Business Catering will endeavour to provide its clients with a high-quality service at all times. We seek to ensure that all of our clients' orders are of a satisfactory standard and are delivered on time. These terms and conditions apply to any provision of services or goods by South Business Catering, however if you are dissatisfied with the service provided, please contact us to discuss this.

### 3. Formation of Contract

All Goods sold by the Company are sold subject to the Company's standard terms and conditions (as detailed below) that form part of the Client's contract with the Company.

Terms and conditions on the Client's order form or other similar document shall not be binding on the Company.

### 4. Orders

Orders will be deemed to have been placed when

- (a) An email request has been received from a responsible individual of the client company; or
- (b) A responsible individual of the client company completes an order online; or
- (c) A responsible individual of the client company completes the online confirmation accessed through the link sent on placing a telephone order.

Where someone purports to place an order on behalf of the client, the Company will not be required to make any further enquiries where it is reasonable to assume that the individual is doing so in its capacity as an employee of the Client.

### 5. Right To Sub Contract

Unless otherwise agreed the Company shall be entitled to sub-contract any part of the work.

### 6. Timetable

We understand the importance of delivering the Goods as described and at the stated time. The Company will use all reasonable endeavours to supply the services or goods at the quoted

time (normally with a window 15 minutes before or after the agreed delivery time or otherwise as agreed).

Given the nature of the Goods provided, the company is unable to guarantee that the Goods will be delivered at the agreed time and will not be liable for any failure to do so.

## 7. **Risk Of Loss**

The Company will ensure that the Goods are delivered to the Client without loss or damage. The risk of loss or damage to the Goods shall pass to the Client upon delivery of the Goods.

## 8. **Payments**

New clients or other clients who do not hold an approved credit account with the Company will be expected to pay in advance for their services. If you do not have an approved credit account and wish to set one up, please contact the Company for further information.

All other invoices issued by the Company shall be paid by the Client within thirty (30) days of the date of invoice unless otherwise agreed in writing by the Company. In the event of late payment, the Company may charge interest on the amount outstanding before and after judgement at the rate of five (5) percent above the Base Rate of the Bank of England in force from the due date until the date of payment. In addition, invoices unpaid for more than 60 days after the invoice date will incur a surcharge of either £30 or 5% of the outstanding amount, whichever sum is greater.

If any amount of an invoice is disputed then the Client shall inform the Company of the grounds for such dispute within seven days of delivery of the goods and shall pay to the Company the value of the invoice less the disputed amount in accordance with these payment terms. Once settlement of the dispute has been agreed, any sum then outstanding shall also be payable in accordance with these payment terms.

The Company reserves the right to increase a quoted fee in the event that the client requests a variation to the order agreed.

## 9. **Cancellation**

We understand that cancellations are sometimes unavoidable. If you wish to cancel your order, please contact South Business Catering at the earliest opportunity to inform us of the reasons for the cancellation. We may (but will not be obliged to) agree to waive our right to payment of costs.

Unless otherwise specified by the Company at the time of booking, the Client may cancel the contract no later than midnight on the day immediately before the Delivery Date (the "**Cancellation Date**").

Where a deposit has been paid, the terms set out by the Company in relation to such deposit will supersede these terms and conditions and will determine whether the Client will be entitled to any refund.

If the Client cancels the contract after the Cancellation Date, the Company will be entitled to payment for any reasonable costs incurred by the Company in relation to the Contract. The Company will provide the client with an itemised invoice in respect if any such costs, and will be entitled to charge the full cost price of any items purchased by the Company in compliance with its obligations under the Contract.

**10. Notice**

All written notices to be served on or given to the client shall be sent or delivered to the client's principle place of business and shall be treated as having been given upon receipt.

**11. Loss Or Damage To Goods**

The Company will take all reasonable steps to ensure the protection from loss, damage or destruction of the services or materials it supplies to the Client (or which may be received from the Client).

**12. Confidentiality**

Both parties shall maintain strict confidence and shall not disclose to any third party any information or material relating to the other or the other's business which comes into that party's possession and shall not use such information and material without written permission by the other party. This provision shall not, however, apply to information or material which is, or becomes, public knowledge by means other than by breach by a party to this clause.

**13. Employment Of Personnel**

Subject to the prior written consent of the Company the Client shall not induce to employ, whether as an employee, agent, partner or consultant, any employee of the Company directly associated with delivery of the Goods.

**14. Warranty**

The Company warrants that the Goods will be of satisfactory quality within the meaning of the Consumer Rights Act 2015.

The Company warrants that the Goods will be consistent with any allergen advice provided in any descriptions given by the Company in relation to any individual product.

Save for the warranties referred to above, the Company does not provide any other warranty in relation to the Goods.

**15. Limitation of Liability**

The Company shall not be liable for any claim arising out of the performance, non-performance, delay in delivery of or defect in the Goods nor for any special, indirect, economic or consequential loss or damage howsoever arising or howsoever caused (including loss of profit or loss of revenue) whether from negligence or otherwise in connection with the supply, functioning or use of the Goods. Any liability of the Company shall in any event be limited to the licence fees paid by the Client in the year in which the event of default arises.

Nothing herein shall limit either party's liability for death or personal injury arising from the proven negligence by itself or its employees or agents.

The Client shall fully indemnify the Company against any liability to third parties arising out of the Client's use of the Goods.

## **16. Dietary Requirements and Allergies**

Please let us know any dietary requirements as soon as possible after placing the order. We provide clear allergen information with our products and will endeavour to ensure that all of your needs are met in this respect.

The Company will use reasonable endeavours to provide additional options to meet any specific dietary requirements in relation to the Goods provided.

The Client must provide the company with notice of any specific dietary requirements no later than 24 hours prior to the Delivery Date.

The Company will not be responsible for meeting any dietary requirements which it has not received notice of in accordance with 17.2.

## **17. Deposit**

Sometimes we will charge a deposit for larger orders and events. This is to protect us from lost earnings where bookings are cancelled at late notice. Where a deposit is to be paid, we will clearly communicate the terms of the deposit so that you are clearly informed as to the conditions for repayment in the event of cancellation.

The Company retains the right to charge a deposit fee before agreeing to provide Goods in respect of larger Orders.

The amount and payment date of any deposit will be agreed between the parties on an ad hoc basis.

The Company will be entitled to retain any deposit amount where an Order is cancelled without proper notice. The parties will agree as to what notice is required in relation to any given Order.

Failure by the Client to pay the Deposit by the agreed date may result in the cancellation of the Order and the non-delivery of the Goods by the Company.

## **18. Variations of Pricing**

The Company will be entitled to vary the price quoted for any Order where the particulars of such Order are varied by the Client.

## **19. Equipment**

The Company may provide the Client with storage containers and equipment for the service of the Goods.

The Company will be entitled to reimbursement by the Client of any costs reasonably incurred in replacing such storage containers or equipment.

## **20. Staffing**

Any staff provided by the Company for any events hosted by the Client are sourced through an agency.

The Company will use reasonable endeavours to ensure that the Client receives the agreed service, but provides no guarantee as to the standard of work provided by any such staff.

**21. Waste**

The Company is not responsible for clearing food or packaging waste from the Client's site.

The Company may agree to remove clean plastic waste from the Clients site on collection of any storage containers or equipment. Please contact us to discuss this if you require such assistance.

**22. Other Food and Drink**

The Company accepts no responsibility for any food or drink which are not supplied by it.

Where the Client has made additional arrangements for the supply of food from another caterer or other source, the Company may require a Food Disclaimer Form to be completed and returned prior to the event.

**23. Force Majeure**

The Company will not be liable to the Client for any loss or damage suffered by the Client as a direct result of the Company, its sub-contractors or the list-owner from whom the sample or other service or material is derived being unable to perform the Contract in the way agreed by reason of cause beyond its control including Act of God, accident, war, riot, lockout, strike, flood, fire, power failure, breakdown of plant or machinery, delay in transit, postal delay, or any other unexpected or exceptional cause or circumstance.

**24. Governing Law**

These Terms of Trading shall be subject to and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

**25. Complaints and Disputes**

South Business Catering prides itself on its commitment to customer service. If you are unhappy with the service which you have received from us, or with any of the terms included in this agreement, please contact us to discuss your concerns.

In the event of any dispute relating to this agreement, please contact us at the earliest possible opportunity to advise us of the issues, and we will endeavour to find a resolution to your complaint.