

Terms and Conditions

1. Definitions

- a) “Booking” shall mean any agreement between the Client and The Grazing Company Wiltshire for the provision of the Services;
- b) “Working Day” shall mean Monday to Friday and excluding all public and bank holidays within the UK;
- c) “Client” shall mean the individual or Individuals making the Booking with The Grazing Company Wiltshire;
- d) “Fee” shall mean the total amount payable by the Client to The Grazing Company Wiltshire more specifically set out in the Quote;
- e) “Services” shall mean any catering or other related services provided by The Grazing Company Wiltshire; and
- f) “Quote” shall mean any quote provided by The Grazing Company Wiltshire for the provision of the Services and agreed upon by the Client. The quote shall be deemed accepted on Booking.

2. The Agreement, the Parties and the Services

This Agreement is a contract for supply of services between the following Parties:

- a) The Client, who is entering into or has entered into a Booking, and
- b) The Grazing Company Wiltshire (“We”, “Us” or “The Grazing Company Wiltshire”).
- c) This Agreement will be deemed to be accepted by the Client by virtue of the Client making a Booking with The Grazing Company Wiltshire.

3. Deposit

- a) A non-refundable deposit of 50% of the Fee must be paid by the Client on Booking.
- b) Should the Client make any changes to the Services after Booking then the following shall apply:
 - i. If the Fee is increased by changes made, such as the addition of foliage, then The Grazing Company Wiltshire reserve the right to request 50% of the additional fee by way of deposit for the changes;
 - ii. If the Fee is reduced by changes made, such as the removal of foliage, no refund shall be made in respect of the original Deposit and the reduction in Fee will be net the deposit.

4. Cancellation by the Client

- a) If the Client wishes to cancel their Booking, for whatever reason, the Client must do so in writing to info@thegrazingcompany.co.uk. The cancellation of the Booking will come into

effect on the day the cancellation is sent, if between the hours of 9am and 5pm on a Working Day. Should the Client's cancellation be sent outside of these hours, it will be effective the following Working Day.

b) If the Client cancels their Booking:

- i. More than one month prior to the date, upon which the Services are to be provided, The Grazing Company Wiltshire will retain the Deposit only;
- ii. Between one month and eight days prior to the date upon which the Services are to be provided, The Grazing Company Wiltshire reserves the right at our discretion to ask that you pay 25% of the remaining balance of the Fee in addition to the 50% deposit already paid. The Client agrees to pay the further 25% charge;
- iii. Seven days prior to the date upon which the Services are to be provided the Client agrees to pay The Grazing Company Wiltshire the Fee minus the 50% deposit already paid.

5. Change of Date

- a) If the Client wishes to change the date upon which the Services are to be provided, agreement to do this will be at The Grazing Company Wiltshire's sole discretion.
- b) If we are unable to accommodate the change of date, the Client may continue with the agreed date or choose to cancel their Booking in accordance with clause 4 of this Agreement.
- c) The Client must confirm the change of date in writing.
- d) The Grazing Company Wiltshire reserves the right to require the Client to pay any reasonable expenses in changing the Booking date and the Client agrees to pay these.
- e) Any change of date agreed between The Grazing Company Wiltshire and the Client may, at The Grazing Company Wiltshire's sole discretion, be subject to the prevailing catering prices for the new date and any special offers or discounts may not be available.

6. Cancellation by The Grazing Company Wiltshire

- a) In the unlikely event (and where the Client is not in breach of this Agreement) that it is necessary for The Grazing Company Wiltshire to cancel the Client's Booking, The Grazing Company Wiltshire will notify the Client as soon as possible and will refund any and all payments made by the Client to The Grazing Company Wiltshire.
- b) The Grazing Company Wiltshire reserves the right to cancel the Booking and refund any payments without liability.
- c) If the Client is in breach of this Agreement The Grazing Company Wiltshire reserves the right to cancel the Booking without refund of any payments made and this will be treated as a cancellation by the Client and will be subject to clause 4(b).

7. Payment

- a) The full remaining balance for the Booking must be received by The Grazing Company Wiltshire and cleared by The Grazing Company Wiltshire bank not less than seven days prior to the date of the event.
- b) The final payment will be net of the 50% deposit already paid by the Client in respect of the Booking.

8. Delivery

- a) A delivery charge of 0.45p per mile is applied to all deliveries. This is calculated for the full return journey and will be confirmed within the quote.

b) In the event of a delay, The Grazing Company Wiltshire will endeavour to contact the Client using the contact details provided on booking. Whilst The Grazing Company Wiltshire will use its best endeavours to ensure the Services are provided with utmost speed in order to minimise disruption to the event, The Grazing Company Wiltshire will not be held responsible or liable for any losses or expenses (including indirect or consequential losses) incurred due to a delay in delivery time.

c) It is the Client's responsibility to ensure that there is adequate parking available for our vehicle. If the driver feels a suitable or safe area to park and unload has not been provided then The Grazing Company Wiltshire reserve the right to abort delivery of the Services. Should The Grazing Company Wiltshire abort delivery then this will be treated as a cancellation by the Client in accordance with clause 4 of this Agreement.

9. Refunds

a) All refunds are in full and final settlement of all claims excluding death and personal injury.

b) All refunds are made as a good will gesture and shall not be taken as admittance or acceptance of any liability.

10. General

a) Whilst The Grazing Company Wiltshire will endeavour to assist in the event of any delays or changes resulting from unforeseeable circumstances or any failure of a third party, it is not responsible or liable for such delays, changes or failures.

b) We cannot absolutely guarantee the timings for your event and/or delivery of your food.

c) The Grazing Company Wiltshire will take reasonable precautions to avoid damage or staining to items such as furniture or property, however we cannot guarantee that this will not occur. It is the Client's responsibility to inform The Grazing Company Wiltshire of any concerns they may have and highlight any risks they foresee in this regard. The Grazing Company Wiltshire staff will endeavour to take due care when setting up the Service, however accidents are often unpredictable at busy events and the Client therefore accepts that The Grazing Company Wiltshire cannot be held responsible for any accidental damage caused to clothing of guests.

d) Whilst The Grazing Company Wiltshire endeavours to clean up any spillages and breakages directly related to the provision of our Services, The Grazing Company Wiltshire cannot take responsibility for such incidents or accidents not directly related to the provision of our Services or for any accidents related to other parts of the Client's event or to other activities run by other suppliers organised by the Client or any other person. The Client agrees to provide a brush and/or Hoover, mop and bucket in the event of any spillage or accident.

e) We reserve the right to change, without notice, any aspect of the food or foliage provided as part of the Service in the event of circumstances beyond our control.

f) Whilst we endeavour to locally source some of our produce and to ensure all of our food is of good quality, we make no guarantee that our food is locally sourced.

g) If at any stage during the delivery of the Services the Client is concerned about any aspect of the Services, the Client must highlight their concerns to a member of The Grazing Company Wiltshire staff for The Grazing Company Wiltshire to attempt to resolve the matter. We are largely unable to resolve such issues after the event.

h) All images used on our website, marketing and social media are for marketing purposes only and whilst we endeavour to ensure that these are a true representation of food prepared by The Grazing Company Wiltshire, actual presentation and content may vary. The Grazing

Company Wiltshire takes no responsibility should an item not be included within a platter unless specifically requested at the time of booking.

i) The Grazing Company Wiltshire are able to offer fruit juices as part of our Service. These are provided by a third party supplier and The Grazing Company Wiltshire do not take any responsibility or liability for the quality or standard of these items. Whilst we endeavour to source products of a high quality, any issue with the fruit juices should be reported by the Client immediately. The Grazing Company Wiltshire will use reasonable endeavours to resolve the issue; however the Client accepts that they may need to contact the juice company directly.

j) The Client agrees to provide appropriate preparation space to allow The Grazing Company Wiltshire staff to complete the Service and cleaning facilities including, but not limited to, a sink for The Grazing Company Wiltshire staff to wash their hands, a hoover or a brush, a mop and bucket and rubbish disposal.

k) It is the Client's responsibility to dispose of and/or recycle any left over items that have not been hired from The Grazing Company Wiltshire.

11. Table Scaping

a) The Client hereby accepts all responsibility for The Grazing Company Wiltshire table scaping equipment once The Grazing Company Wiltshire staff have completed set up. The Client indemnifies The Grazing Company Wiltshire against any damage caused to the table scaping equipment from the time of delivery to the Client until the equipment is collected by The Grazing Company Wiltshire.

b) The Grazing Company Wiltshire takes no responsibility for any loss or damage caused by improper use of The Grazing Company Wiltshire equipment.

12. Allergies

a) All special dietary requirements must be agreed within one month of the event. The Grazing Company Wiltshire may, at our absolute discretion, agree to special dietary requirements after this time. The Client agrees to make The Grazing Company Wiltshire aware of any special dietary requirements as soon as practicable.

b) We will endeavour to cater for any special dietary requirements as agreed. However, we cannot absolutely guarantee the absence of certain food groups (including nuts and gluten) from our food or the preparation space as provided by the Client.

13. Venue

a) The Client shall be responsible for providing a suitable surface for the platter to be placed upon, including but not limited to a table that is long enough and wide enough for the platter. The Grazing Company Wiltshire takes no responsibility for delay or cancellation caused by the Client's inability to provide a suitable surface for the platter to be placed upon. Whilst we will endeavour to work with the customer, we do so at our discretion.

b) The Client shall be responsible for ensuring that the room or area within which they require the platter to be placed is suitably cool. In higher temperatures food is likely to spoil and therefore the Client is responsible for ensuring that any room or area is sufficiently shaded, ventilated and cool. This includes the supply of fans or air ventilation systems should this be required. The Grazing Company Wiltshire takes no responsibility in relation to the area or room in which we are required to place the platter and should the food spoil due to heat or other extenuating circumstances, including but not limited to weather, outside

contamination or vermin, The Grazing Company Wiltshire takes no responsibility or liability in this regard. We reserve the right, at our discretion, to cancel delivery of our Service upon arrival should we adjudge the room to be unfit for set-up. Such cancellation shall be in accordance with clause 6(c) of this Agreement.

c) Once our Service has been delivered liability for the platter passes to the Client and the Client is responsible for ensuring all conditions remain optimal for the preservation of the food for consumption.

14. Alcohol

The Grazing Company Wiltshire does not hold a licence for the provision of or sale of alcohol and so Alcohol is not offered as part of our Service.

15. Assignment and sub-contracting

a) The Grazing Company Wiltshire reserves the right to sell, sub-contract or otherwise transfer or assign any or all of The Grazing Company Wiltshire rights or obligations under this Agreement.

b) The Client may not sell, sub-contract or otherwise transfer or assign any or all of their rights or obligations under this Agreement.

16. Limit of Liability

a) Notwithstanding any other provisions of this Agreement, the total liability of The Grazing Company Wiltshire under or in connection with this Agreement, whether in tort, in negligence or for breach of statutory duty or otherwise (other than in respect of death or personal injury) shall be limited to the Fee in the aggregate.

b) The liability of The Grazing Company Wiltshire hereunder for any claim or claims shall be further limited to such sum as The Grazing Company Wiltshire ought reasonably pay having regards to our responsibility for the loss and damage suffered and on the basis that:

i. all other suppliers and all other parties providing services or other items in connection with the Client's event shall be deemed to have provided contractual undertakings on terms no less onerous than as set out in this Agreement to the Client (whether or not they have been so provided to the Client) in respect of their services or labour or materials or items; and

ii. there are no limitations on liability nor joint insurance or co-insurance provisions between the Client and any party referred to in this clause; and

iii. all other suppliers and all other parties providing services or other items in connection with the Client's event have paid to the Client such proportion which it would be just and equitable for them to pay having regard to the extent of their responsibility.

c) Save in respect of death and personal injury, no claim in contract, tort or breach of statutory duty (including negligence) arising out of or in connection with this Agreement shall be brought personally against any of The Grazing Company Wiltshire's employees or directors or members involved in the provision of the Services (whether expressly named in this Agreement or not) and any such employees, directors or members may rely on this sub-clause.

d) No action or proceedings under or in connection with this Agreement whether in contract, tort, in negligence or from breach of statutory duty or otherwise shall be commenced against The Grazing Company Wiltshire after the expiry of one year from the date of the event or such earlier date as prescribed by law.

17. Notices

Any notices given under this Agreement shall be in writing and given by sending the same by first class post or by e-mail (excluding legal notices) to the Client or The Grazing Company Wiltshire at their address at the time of Booking or other address as so notified by each party. Notices shall take effect on the second working day after posting or the same day if sent before 5pm by e-mail. If sent after 5pm by e-mail then they will take effect the next working day.

18. Governing Law

The Agreement is governed by English Law and the parties agree to submit to the exclusive jurisdiction of the English Courts.

19. Entire Agreement

This Agreement forms the entire agreement between the parties. It may not be varied without the express written consent of both parties