

**Red Kiwi Catering and Buffets to Suit Ltd**  
Terms and Conditions

These terms and conditions regulate the business relationship between you and us. By accepting our offer to supply food and / or drink, you agree to be bound by them.

We are : **Buffets to Suit Ltd t/a Red Kiwi Catering**

Our address is : **The Town Hall, Colchester Essex CO1 1FR**

("we", "us", the "Caterer")

You are: **X X X**

Your address is: **X X X**

("you", "the Client")

The terms and conditions

**1 Definitions**

- The "Event" means the time date and place set out in our offer to supply and accepted by you.
- The "Price" means the price accepted by you for the supply of the Food and Drink at the Event.
- The "Food and Drink" means the food and drink set out in the offer made to you and which you have accepted.

**2 Payment of the Price**

- 2.1 A deposit (as specified in your quotation) shall be paid at least within 14 day of receiving the quotation. The deposit is non-returnable in any occurrence.
- 2.2 The balance of the Price shall be paid without deduction for any reason within 10 days prior to the event

**3 Cancellation**

- 3.1 If you cancel less than 28 days before the date of the Event, you will pay us 50% of the Price.
- 3.2 If you cancel less than 14 days before the date of the Event, you will pay us the entire Price.

**4 Red Kiwi/Buffer to Suit's obligations**

- 4.1 We will provide the Food and Drink in accordance with our quotation at the Event.
- 4.2 We will supply in addition such of the cutlery, crockery, glasses and decorations as are listed in our quotation.
- 4.3 Food will be provided at the Event in the expectation of consumption within two hours. You are warned that a delay in the agreed timetable may result in deterioration in quality and in risk to food hygiene and personal safety. You alone are liable for loss or injury to any person arising from any delay not attributable to us.

**5 Client's obligations**

- 5.1 You will supply all items not specifically listed in our quotation.
- 5.2 You will provide the venue for the event and give us access at least one hour (or as mutually agreed and confirmed) before the start time of the event, with all furniture and equipment in place. If we do not have access, or the furniture and equipment is not (all) in place, you accept that we may not be able to provide the food and drink as efficiently or at all..
- 5.3 If our quotation specifies that drink be supplied on a "sale or return" basis, we will accept the return only of unopened containers in their original condition. For the avoidance of doubt, we shall not accept the return of items with damaged or wet labels or packaging.
- 5.4 We shall accept the return of single bottles of wine or spirits, but cans only so far as the pack or outer container is full and unbroken.
- 5.5 This contract is personal to you and may not be assigned.
- 5.6 You agree to indemnify us against any claim or demand, including reasonable lawyers' fees, made by any third party due to or arising out of any failure by you to comply with your obligations under this agreement.

**6 Insurance**

- 6.1 We strongly recommend the client purchases insurance specifically for this event. Details can be obtained from the caterer.
- 6.2 We confirm we hold full Public & Employee Liability Insurance (£5,000,000 limit).

**7 Limitation of liability**

- 7.1 The following provisions set out our entire liability (including any liability for the acts and omissions of its employees) to you in respect of:
- 7.1.1 any breach of his contractual obligations arising under this agreement; and
- 7.1.2 any representation statement or tortuous act or omission including negligence arising under or in connection with this agreement
- 7.2 Any act or omission on our part, falling within this paragraph shall be known as an 'Event of Default'.

- 7.3 Our entire liability in respect of any Event of Default shall be limited to damages of an amount equal to the total Price paid by you for the catering services at the Event.
- 7.4 We are not be liable to you in respect of any Event of Default for loss of profits goodwill or any type of special indirect or consequential loss (including loss or damage suffered by the you as a result of an action brought by a third party) even if such loss was reasonably foreseeable or we had been advised of the possibility of your incurring it.
- 7.5 If a number of Events of Default give rise to substantially the same loss then they shall be regarded as giving rise to only one claim under this agreement.
- 7.6 We shall have no liability to you in respect of any Event of Default unless you have served notice of it on us within 1 year of the date you became aware of the circumstances giving rise to the Event of Default or the date when you ought reasonably to have become so aware.
- 7.7 Nothing in this paragraph shall give you any right or remedy to which you would not otherwise be legally entitled.
- 7.8 We are not liable to you for loss arising from or in connection with any representations agreements statements or undertakings made prior to the date of this agreement.

**8 Force majeure**

- 8.1 Red Kiwi/Bufets to Suit Ltd shall not be liable for any breach of our obligations resulting from causes beyond our reasonable control, which may include acts of God, fire, natural disaster, death or serious injury or illness of a close family member, injury or illness of the Caterer personally, war or military hostilities.
- 8.2 We agree to give notice immediately to you upon becoming aware of an event of force majeure and such notice shall contain details of the circumstances giving rise to it.

**9 Successors to the agreement**

Red Kiwi/Bufets to Suit Ltd acknowledge that this agreement is personal to us and accordingly we shall not be entitled to assign the benefit of it.

**10 Waiver**

The failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Contract.

**11 Notices**

Any notice to be served on either of the parties by the other shall be sent by first class post or pre paid recorded delivery or by facsimile and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by facsimile to the correct number.

**12 Dispute Resolution**

In the event of a dispute arising out of or in connection with this Contract and which has not been resolved following discussions and negotiations between a person or persons appointed or authorised by the Customer and the Writers then they undertake to attempt to settle the dispute by engaging in good faith with the other in a process of mediation before commencing arbitration or litigation.

**13 Jurisdiction**

This Contract shall be interpreted according to the Laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.

Caterer: **Bufets to Suit Ltd t/a Red Kwi Catering**

Signed: \_\_\_\_\_ Name: Hayley Howard Position: Director Dated: 9<sup>th</sup> Feb 2007

The Client:

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

Please sign and return the blue copy, keeping the other for your records.