



Easy Gourmet 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: Easy Gourmet Ltd

Our address is:

Unit 1, Johnson Yard

4 Pinchin Street

London E1 1SA

(“we”, “us”, the “Caterer”)

You are:

(Please enter your company details)

Your address is:

(“You”, “the Client”)

The terms and conditions

1. Definitions

The “Delivery Time and Address” means the time date and place set out in our offer to supply and is accepted by you

The “Price” means the price accepted by you for the supply of the Food and Drink at the Event and set in our confirmation order form.

The “Food and Drink” means the food and drink set out in the offer made to you and which you have accepted.

2. Placing Order

Orders must be placed by fax with the fax order form set up for your account

Email confirmation will be sent within 2 hours, otherwise confirmation by phone

Party Canapé 3 days before delivery

Hot Buffet Meals 48 hours notice

Cold Fork Buffet 24 hours notice by 2pm

Equipment Hire 48 hours notice

Breakfast 24 hours notice by 2pm prior day

Express Menu 24 hours notice

Drinks 24 hours notice

For larger numbers than 50 guests please call Easy Gourmet for order notice.

Easy Gourmet reserve the right to change any items to the menu due to market availability



3. Payment of the Price agreed

3.1 For bookings more than £1000 a deposit of 50% of the Price shall be paid at least 14 days before the date of the event or otherwise agreed by management

3.2 For bookings more than £1500 full payment will be required prior the event

3.3 The balance of the Price shall be paid without deduction for any reason within 14 days after the Event.

3.3 For clients on weekly account invoices payment terms is 14 days after date of invoice.

3.5 Prices are exclusive of Value Added Tax if applicable

3.6 Payment shall be made in £ Sterling unless another currency is agreed in writing in advance of the Order

3.7 If payment is late Easy gourmet Ltd may: Charge interest on unpaid amounts at 3% above base rate of Barclays Bank plc for the time being calculated on a daily basis at monthly rates or if applicable and if greater the interest rate chargeable pursuant to the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 or Require payment in advance of delivery of any undelivered Products or Refused to make deliveries of any undelivered Product or Terminate this Agreement or other agreement with the Customer or Withdraw credit terms.

4. Miscellaneous

4.1 For any order you cancel less than 24 before the date of the Event, you will pay us 50% of the Price.

4.2 Director Buffet Orders cancelled or reduced after 15:00 prior day will be charged at 50%

4.3 Orders cancelled or reduced after 9.00am same day will be charged in full

4.4 Orders under £20 (net of VAT) will attract a £5 service charge

4.5 All other Menu cancellations: as specified in the terms and condition appropriate menu

4.6 For Large order more than £1000 cancellation less than 5 days before the date of the Event, will be charged in full price

4.7 For New Clients: We require a cheque or cash payment for your 1st order. After consultation with Accounts Manager and once your account with Easy Gourmet has been approved. You will be on a monitored £300 credit limit for the 1st 6 months and depending on the orders placed and after account review we will discuss credit limit.

4.8 Drinks are on return sales and will be charged accordingly after the function. Minimum charge of 75% of drinks ordered on the contract, if consumption is not reached client can take the drinks after the function and credit note will be made.

5. Caterer's obligations and Delivery

5.1 We will provide the Food and Drink in accordance with our quotation at the Event.

5.2 We will provide food in silver disposable platters no collection will be required and will be ready for service or unless an alternative has been specially arranged.



5.3 Food will be provided at the Event in the expectation of consumption within 3 hours. You are warned that a delay in the agreed timeline 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.

5.4 In the case of a claim for short delivery or damage of the Product the Customer shall make a claim within the same day for Food queries and 2 working days of delivery for any other issues. Notify Easy Gourmet Ltd who will (subject to verification of the claim) make good the shortfall or damage. In the case of damaged Product the Customer shall return the product if required at the direction and cost of Easy Gourmet Ltd. A sample of the damaged/unsatisfactory product will be kept for investigation further.

5.5 In the case of non-delivery or loss of the Product the Customer will as soon as facts become known notify Easy Gourmet Ltd who will (subject to verification of the claim) arrange for a further delivery or arrange a credit note .

5.6 Delivery is free of charge if:

- 1) An order is placed before 16.30 prior day
- 2) It is for delivery between the hours of 7:45 to 17:00, Monday - Friday
- 3) It is to any of the following postcodes .
N1,E1, E2, E3, E4, E5, E8, E10, E11, E14, E15, EC1, EC2, EC3, EC4,
WC1, WC2, SE1, SE11, SE17, SW1, SW3, SW8
- 4) In order to secure delivery for your required time, please order before 16:30 prior day
- 5) We cannot guarantee delivery times if an order is placed after 16.30 prior day, Please ring us if placing an order for same day delivery
- 6) Orders may be delivered up to one hour before the required time and up to half an hour after the required time
- 7) Deliveries after 17.00 incur a £25 delivery charge unless order value >£300
- 8) Weekend deliveries are possible but please call to discuss arrangements
- 9) Plates and Serviettes are provided free of charge with every order.
- 10) Crockery and cutlery are available to hire if required, please ask for equipment price, any shortage or damage to hire equipment will be charged accordingly.

5.7 Delivery time cannot be guaranteed due to London traffic.

6. Client's obligations

- 6.1 You will supply all information of the delivery address access and onsite contact details.
- 6.2 If our quotation specifies that drink will 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.
- 6.3 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.



6.4 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.

7. Insurance

The Caterer undertakes to obtain insurance against liability for the negligence of himself and his staff against circumstances, which prevent him from fulfilling this contract.

8. Limitation of liability

8.1 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.

OR

8.2 Our entire liability in respect of any Event of Default shall be limited to the sum of (£5, 000, 000.00)

8.3 We will 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.

8.4 Nothing in this paragraph shall give you any right or remedy to which you would not otherwise be legally entitled.

9. Successors to the agreement

The Caterer acknowledges that this agreement is personal to him and accordingly he 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. 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: Easy Gourmet Ltd.

Signed:

Dated:

The Client:

Signed:

Dated: