

Hospitality Services

Passionate about food and service

Client Account Form

Please complete and return both pages to:

By Post: Unit 2, Enterprise House, Cheney Manor, Swindon SN2 2YZ
By Fax: 01793 539333
By E-mail: info@hospitalityservices247.co.uk

CLIENT/COMPANY NAME		
CONTACT NAMES	1	POSITION
	2	POSITION
ADDRESS		
		POST CODE
TELEPHONE		E-MAIL
FACSIMILE		MOBILE
COMPANY REG NO		VAT No

Terms and conditions of business

1) DEFINITIONS

- 1 "Hospitality Services" means the property and grounds of that name situated at Unit 2, Enterprise House, Cheney Manor, Swindon SN2 2YZ;
- 1.1 "The Company" means Hospitality Services Ltd and all of its divisions
- 1.2 "Food" means any foods and /or beverages, which are supplied by the Company
- 1.3 "Non-Food" means any hire equipment or other goods supplied by the Company
- 1.4 "Product" means all goods and services provided by the Company
- 1.5 "Contract" means a contract between the Company and the Client for the supply of goods.
- 1.6 "Agreement" means these Terms together with the Booking Form completed by the Customer;
- 1.7 "Booking Form" means a Company brochure to be completed by the Customer with details of the Function;
- 1.8 "Customer" means the person, firm or company who wish to hold a Function and accordingly complete and sign the Booking Form;
- 1.9 "Deposit" means the monies payable to the Company by the Customer at the time the booking is made in the amount and in accordance with the Booking Form;
- 1.10 "Guests" means individuals attending the Function;
- 1.11 "Function" means the Customer's function to be held on an agreed date as per the agreed Booking Form;

2) GENERAL HIRE

- 2.1 Any quotations made, orders accepted and sales affected shall be subject to the following conditions and no alteration, modification or term inconsistent herewith shall have effect unless expressly accepted in writing by the Company.
- 2.2 The terms and conditions are deemed to be effective on receipt of any order from the Client whether verbal or written.
- 2.3 This Contract shall be governed by the laws of England and the Client agrees to submit to the non-exclusive jurisdiction of the English courts.
- 2.4 Hire goods at all times shall remain the property of the company.
- 2.5 The Client is responsible for all breakages and /or losses and will be charged at the current replacement value. When paying by debit/credit card, the company reserves the right to charge any losses and breakages directly to the customer's credit/debit card without further notification.
- 2.6 All equipment is hired on a dirty return basis. However if an item requires specialist cleaning a minimum charge of 30% of hire value will be charged.
- 2.7 Any complaints as shortage to or damage on receipt of goods should be made before use. Complaints of this nature received on return of goods cannot be entertained.
- 2.8 At the time of confirmation of booking a deposit of 25% of the total hire value (subject to a minimum of £50) must be paid. The Balance of 75% must be paid up to 14 days prior to collection of delivery.
- 2.9 Delivery and collection will be charged at 60p per mile with a minimum charge of £10. Large Items or orders requiring a two person delivery will be charged at 80p per mile with a minimum charge of £20. There will be no delivery charges should the client collect and return the goods. Delivery to all destinations will be priced to and from our unit. Delivery and collection required outside normal working hours (i.e. 9am to 5.30pm) may incur an extra charge.
- 2.10 Proof of address and ID is required for client collection and return.
- 2.11 Minimum order value is £10.00.

3) BOOKING

- 3.1 All bookings are not deemed to have been accepted by the Company until the completed Booking Form has been signed and returned to the Company and the Deposit (25%) has been paid. Payment of the Deposit and completion of the Booking Form by the Customer denotes acceptance of these Terms and formation of the Agreement.
- 3.2 The Company reserves the right to cancel the Function in accordance with clause 4 of these Terms if the payment conditions in clause 3 are not fully complied with.
- 3.3 The Company will have exclusivity of use on all services from the time of booking agreement.

4) DESCRIPTION

The Company reserves the right to vary or modify the specification of the Products without notice unless a written undertaking is given to the contrary.

5) PRICES AND VARIATION OF QUOTATION

- 5.1 Unless otherwise agreed in writing the Company reserves the right to make such amendments dependent on availability of products and market fluctuations.
- 5.2 All of our prices shown on the website and booklet are exclusive of VAT unless otherwise stated.

6) TERMS OF USE OF VENUE

- 6.1 The Customer is responsible for the behaviour and actions of Guests. Inappropriate behaviour may result in offending persons being removed from the venue and/or the Function being stopped early or cancelled.
- 6.2 The Customer shall pay for any loss or damage to any fixtures, fittings and equipment caused by the Customer Guest or employees of either.
- 6.3 The Company cannot be held responsible for: damage to any item of property brought onto the premises by the Customer or a Guest (including, for the avoidance of doubt, vehicles left in car park); and the performance of third party contractors and service providers any items of property left behind, after departure.

7) RISK

- 7.1 The risk of loss or damage of products delivered to the Client shall pass to the Client upon delivery to the Client. Delivery under this condition shall be deemed to have been effected upon the delivery vehicle reaching the delivery site. The unloading of the delivered Products from the vehicle and the movement of these products shall remain the responsibility of the Company until the products reach the Client's property then the movement and storage of the Products shall be the responsibility and at the risk of the Client. The client is responsible for the safe storage and distribution of the Products once delivery has been accepted.
- 7.2 Deliveries of Products to the Client will be in accordance with the Company's delivery criteria. The Company shall not be liable for any loss, damage or expense whatsoever arising as a result of failure to deliver Products by a particular time or date or arising as a result of any cause beyond the Company's control.
- 7.3 Deliveries of Products shall be made by the Company to such premises or location as the Client shall reasonably require. The Client shall allow the Company access to such premises and shall ensure that a responsible person shall be at the place of delivery to accept and sign for the delivered products. Failure to do so will result in a full cancellation charge for all "Food" and "Non Food" Products including delivery charge. In the event of Products being delivered on the Clients request with no Client representative being present the Client shall be fully responsible for storage and insurance of the Products and no liability shall pass to the Company.
- 7.4 No responsibility can be accepted for injury caused by the use of equipment. The client is responsible for public liability, risk assessment and health and safety while using any products or equipment supplied by the company. No one under the age of 18 should be allowed to use any electrical or gas equipment by the client.
- 7.5 The Company may, from time to time and without notice, change aspects of the Function in order to comply with any applicable safety or statutory requirements, provided that such changes do not materially affect the nature, scope of, or the charges for the Function.

8) CANCELLATION OF ORDERS

- 8.1 In the event of a cancellation, the following cancellation charges will be applicable:
- 8.2 For the avoidance of doubt, Deposits are non-refundable except for discretionary refunds under exceptional circumstances, in which circumstances £300 administration charges will apply.
- 8.3 Where cancellation by the Customer is deemed to have occurred more than 12 months before Function – the Deposit only.
- 8.4 Where cancellation by the Customer is deemed to have occurred more than 6 months but up to 12 months before Function – 30% of the estimated total invoice.
- 8.5 Where cancellation by the Customer is deemed to have occurred more than 7days but up to 6 months before Function – 60% of the estimated total invoice.
- 8.6 Where cancellation by the Customer is deemed to have occurred less than 7 day before Function – 100% of the estimated total invoice.

9) SETTLEMENT TERMS

In consideration for the provision of the Function by the Company, the Customer shall pay the Company as follows:

- 9.1 A Deposit of 25% of the estimated Function cost will apply as 3.1 above
- 9.2 Fourteen working days prior to the Function, the final balance of the Function is to be paid in full.

10) LIABILITY

- 10.1 The Company confirms that they have and will maintain sufficient Public Liability Insurance for events of the nature of the booking. A copy of the certificate is available upon request.
- 10.2 The Company follows strict HACCP guidelines for all food production, handling, storage and distribution and dealings with our clients and their guests. The Company is registered with relevant authority in regards of Food Hygiene.

We the Client accept and fully acknowledge the above terms and conditions.

Signed on behalf of the Client: **Name:** **Date:**