



These conditions apply when using the services of Deli-licious Catering and/or placing an order you agree to be bound by the conditions set out below.

ORDER ACCEPTANCE

No order will be considered binding on Deli-licious Catering (hereinafter called “the Supplier”) until it is officially confirmed by a duly authorised representative of the supplier. The Terms and Conditions may not be modified unless the supplier agrees thereto in writing under the signature of a Director or duly authorised representative. The supplier does not recognise any Terms and Conditions supplied by the customer unless specifically acknowledged and agreed in writing under the signature of a Director or duly authorised representative.

PRICING

All prices are subject to VAT, unless otherwise stated. VAT will be applied at the rate applicable at the time the goods and services are provided. Prices are inclusive of the cost of ingredients, preparation and delivery (minimum order value and distance apply) unless otherwise stated. No reduction in price will be given for any food provided at the Customer’s request that is subsequently not consumed. Delivery is free on all orders within a 10 mile radius of EH1 with an order value above £50 (exclusive of VAT). For deliveries outside of a 10 mile radius from EH1, charges will be applied at the following rates - £6.99 for 10 – 20 miles from EH1 and £9.99 for deliveries over 20 miles up to 35 miles (Delivery charges do not include VAT at current rate).

PAYMENT TERMS

Unless specifically agreed by a Director of the Supplier payment is due on delivery of the goods and services provided. We are pleased to accept payment by cash, cheque, debit card or credit card (subject to a 3% surcharge). If payment is not received in full by the due date, the supplier shall be entitled to charge interest from the due date until payment is made in full at the rate of 5% per annum above the base rate from time to time of Clydesdale Bank Plc. In the event of default the supplier shall further be entitled to suspend delivery in respect of any goods or services to be provided or to cancel any other order received by the supplier from the customer. A deposit of 50% of the full value of the goods and service is required to secure a booking. Corporate accounts are required to be settled in full within 14 days of the Invoice Date unless alternative payment terms are already agreed. Any unsettled account outside of these terms will be subject to a £50 + VAT and an ongoing interest rate of 3% over the base rate for late payment/admin fee that will automatically be added.

CANCELLATION / AMENDMENTS

Cancellations are chargeable as a percentage of the total value of the order placed as follows: Up to 7 days before the event 50% i.e. loss of deposit, 2-7 days prior 75% charge, less than 2 days notice 100% of the total order value. Confirmation of final numbers for an event must be notified to the supplier at least 7 days prior to the event date, after this time the supplier will make every endeavour to accommodate any increase in numbers. No decrease in numbers can be accepted after this time.

SUPPLY

Sales by the Supplier to the Customer under this agreement will be for the products and/or services indicated on the face of the invoice or order as the case may be.

MENU

Whilst every effort will be made to produce the exact menu agreed, the Supplier reserves the right to alter a particular ingredient or item on the menu if it is not available, and replace it with a suitable alternative. Many dishes contain dairy and nut products, on request the Supplier will inform the Customer of these ingredients, however, the Supplier cannot guarantee that other dishes will not contain traces of these products.

PRICE

Every effort will be made to ensure the accuracy of quotations at the time; the supplier reserves the right to revise the price for its goods and services should costs change beyond its control. Any revisions will be notified and agreed between both parties prior to the function.

DELIVERY / COLLECTION

The Supplier will make every endeavour to deliver the goods at the time agreed with the Customer. However due to circumstances beyond the control of the Supplier this may not always be possible, the Supplier will endeavour to keep the Customer fully informed of any delays. Collection of equipment after the event will be made by the Supplier at a time and location agreed with the Customer. The Supplier reserves the right to charge waiting time at a rate of £5 per 30 minutes if all of the equipment is not available for collection at the agreed time and location.

STORAGE

The provision of all supplies will be in good condition at the point of delivery. Due diligence will transfer to the Customer at the time of delivery to ensure that the food supplied is maintained in appropriate storage conditions prior to its consumption and thereafter. The supplier cannot be held responsible for any deterioration or damages after the time of delivery.

DAMAGES

The supplier reserves the right to charge the full replacement cost for any piece of equipment provided to the Customer that is either damaged or lost whilst in possession of the Customer. A list of replacement charges is available on our hire price list.

INSURANCE

Goods supplied hereunder shall be at the Customers risk immediately on delivery and the Customer must provide insurance cover for the goods from that time if required.

Liability

Deli-licious Catering confirms that they have and will maintain sufficient Public Liability Insurance for events of the nature of the booking. A copy of the certificate (or scanned PDF image) is available upon request.

Deli-licious Catering follows strict HACCP guidelines for all food production, handling, storage and distribution and dealings with our clients and their guests. Our policy, based on these guidelines, restricts the service of foodstuffs to a maximum of four hours after being removed from refrigeration. Deli-licious Catering advise that all food must be consumed after two hours of initial serving, therefore any food consumed after two or more hours of it first being served is at the clients discretion and therefore becomes their responsibility.

Where Deli-Licious Catering use the Clients kitchen facilities, they will be thoroughly reviewed prior to the Event but if they are deemed to be unusable on the Event Date then Deli-licious Catering will accept no liability for cancellation of the Event.

RISK & PROPERTY

Risk of damage to or loss of the goods shall pass to the Customer at the time of delivery to the Customer's premises, or in the case of the goods being required to be delivered otherwise than at the Customer's premises at the time of delivery to the Customers designated delivery point.

FORCE MAJEURE

The Supplier shall be relieved from liability under this contract if and to the extent that it shall be unable to carry out all or any of its obligations hereunder owing to wars, strikes, lockouts, Government controls or restrictions, non-availability of any goods or services or any other cause beyond the Supplier's control..

LAW

The contract between the Supplier and Customer shall be subject to Scottish Law and the parties submit to the exclusive jurisdiction of the Scottish Courts.