

# Cooplet & Co.

## Catering & Events

These Terms and Conditions (including the Booking Form) apply to the following as may be applicable:

The Company's supply of catering services to other persons or firms.

The contract will be between the Company and the Customer (stated below and hereinafter referred to as 'Customer', 'you', 'your'). These Terms and Conditions do not affect your statutory rights.

### Prices and Services

1. All prices listed are inclusive of VAT, except where stated.
2. If the rate of VAT increases, Cooplet & Co. reserve the right to increase the total cost of the event by the amount specified by the government, on events already booked.
3. In the event of your event being past 1 calendar year past booking date, an annual inflation rate increase will be applied to the overall invoice of 2.5%
4. Prices include crockery, cutlery and professional uniformed waiting staff where stated on your catering package.
5. Tablecloths and linen napkins may be rented from us but are not automatically included in your pack unless agreed and stated
6. If the number of guests attending exceeds the numbers originally booked, and we are able to cater for them, we will charge, at the prevailing rate, for the greater number.
7. If the number of guests is less than originally booked, we will still charge for the numbers ordered.
8. Final numbers of guests must be notified to us in writing no later than 21 days prior to the event. After this time if the numbers increase by up to 10 this can normally be accommodated but this is not guaranteed, and allowances cannot be made if the numbers drop.
9. For a function at an external venue, banded logistic costs are applicable charged on a daily rate
10. Gratuities are at your discretion.
11. Unless agreed otherwise in writing the only services that the Company agrees to provide to you are the services specified in your catering package which you have agreed to in writing.
12. Our contract with you for the provision of services will be concluded when you complete the Booking Form, sign the Term and Conditions and your non-refundable, non-transferable deposit is cleared funds in our bank account.
13. Cooplet & Co. is not responsible for the safe keeping of clients' valuables, personal belongings and gifts and we recommend that all personal items are taken home with you at the end of your event.
14. Cooplet & Co. cannot be held responsible for any damage caused to clients' wedding cakes.
15. Equipment pricing is estimated at quote stage and is subject to a site visit to affirm the overall costs. If deposit has been received this is part of the package, if not there would be a £50 deposit for costs incurred during the site visit, which is refunded on confirmed and received deposit for your event.

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### Payment

1. All deposits are non-refundable and non-transferable.
2. A non-refundable, non-transferable deposit of 20% of total bill is required to be made to us in cleared funds, along with a completed booking form and signed terms and conditions, before your booking is confirmed. A further non-refundable, non-transferable payment of 50% is required 6 months prior to the event with the final 30% required 3 weeks prior to the event.
3. Payment can be made by cash, cheque and BACS transfer
4. Please cheques payable to Cooplet LTD and sent to Cooplet & Co., The Hayloft, Lower Clicker Road, Menheniot, Liskeard, Cornwall PL14 3PJ.
5. The Company reserves the right to charge interest (at the higher rate of 8% and the rate specified from time to time in the Late Payment of Commercial Debts Act on late payments).

### Cancellation

Cooplet & Co. reserves the right to cancel any function or event for any of the following reasons:

- a) If the client or Cooplet & Co. becomes insolvent or enters into liquidation or receivership.
- b) If the event may prejudice the reputation or cause damage to Cooplet & Co.

In any of these situations Cooplet & Co. will refund any payments made in advance but will have no further liability to the client.

The following cancellation charges will be applied, which reflect the costs and expenses we may incur on your behalf as the function date nears, and the reduced time available to us to obtain any alternative bookings.

1. The 20% deposit paid is non-refundable, non-transferable regardless of the length of time prior to the event you decide to cancel.
2. Cancellation between six months and three months prior to the event – you owe us 70% of the total contract package price.
3. Cancellation between three months and the event date – you will owe us 100% of the total contract package price.

All cancellations must be confirmed in writing. Only once written cancellation is received will the cancellation become effective.

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### Menu

1. Whilst every effort will be made to ensure the accuracy of quotations, prices quoted only become binding once agreed in your catering package and once the Terms and Conditions have been signed. It is the price quoted in your 'catering package' which must be paid in full, however, the Company reserves the right to charge more for the food to be provided and / or for labour in the event that the cost of such items increases between the time of conclusion of the contract and the time of the event. In this case the price increase will only be the amount of additional cost directly incurred by the Company and any price change will be notified to you in writing as soon as possible, and in any case, prior to the event.
2. All food which is not consumed within two hours at room temperature should be disposed of. Any person subsequently consuming food or taking food home for consumption, does so at their own risk Cooplet & Co. cannot accept responsibility for food consumed otherwise than at the location at which the food is supplied, or after the initial two hour period.
3. Food Allergies & Intolerances: Please note that all of our food contains allergenic ingredients. Special diets for food allergies will be catered for only if they have been arranged prior to your event and confirmed in writing. If you wish to know more about our ingredients, please contact us.

### Limitation of liability

1. Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the contact package price and any losses which are a foreseeable consequence of us breaking the agreement. Losses are foreseeable where they could be contemplated by you and us at the time your order is accepted by us.  
This does not include or limit in any way our liability :
  - (a) For death or personal injury caused by our negligence;
  - (b) Under section 2(3) of the Consumer Protection Act 1987;
  - (c) For fraud or fraudulent misrepresentation; or
  - (d) For any deliberate breaches of these Terms by us that would entitle you to terminate the contact between us.
  - (e) For any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability.
2. We are not responsible for indirect losses which happen as a side effect of the main loss or damage and which are not foreseeable by you and us including but not limited to:
  - (a) Loss of income or revenue;
  - (b) Loss of business;
  - (c) Loss of profits or contracts;
  - (d) Waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable.

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### Equipment

1. Any equipment lost or damaged by you or any guest will be charged at the full replacement cost.
2. Additional charges may apply for the hiring of site kitchens and specialist equipment and, if so these will be stated in your catering package and can be added to the package as the need becomes apparent.

### Labour

1. The Company reserves the right to charge (including for any applicable increased or overtime rates) more for staffing costs should any function run on longer than initially planned or detailed in the catering package through no fault of the Company.
2. Staff can be hired from Cooplet & Co. for £15 per hour, per person and will be adjusted based on additional timings due to delays to the day / finishing

### Corkage

1. Corkage for wine & champagne is charged at the rate specified in your catering package. This will cover the chilling, serving, glass hire any recycling of empty bottles. A fee can be agreed upon before the event (if so this will be stated in the quotation) so there are no hidden charges or unexpected charges after the event.

### Insurance

1. It is strongly recommended that clients arrange adequate Event & Cancellation Insurance to protect against cancellation, costs, damage, public liability.

### Bad weather

1. Cooplet & Co. cannot be held responsible in any way for any unsuitable weather conditions that may arise. The normal cancellation fee will be applicable in these situations.

### Contact

Please feel free to contact us for further information:

Office: 01503 240 241

Address: Cooplet & Co., The Hayloft, Lower Clicker Road, Menheniot, Liskeard, PL14 3PJ

Email: [hello@cooplet.com](mailto:hello@cooplet.com)

Website: [www.cooplet.com](http://www.cooplet.com)

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### **Limitation of Liability and indemnity**

The Company shall not be liable for events beyond its control or for indirect or consequential loss or damage, and the Company's maximum liability (whether in Contract Tort or otherwise) shall not exceed the price paid for the Services and the Customer shall indemnify the Company in respect of any loss or damage to the Company or its property that is caused by the Customer.

### **Miscellaneous**

These Terms and Conditions shall be governed by the Laws of England and Wales and the parties submit to the jurisdiction of the courts of England and Wales. Any notice shall be writing, including by email, to the recipient's email address as provided herein or otherwise as provided to the other party from time to time.

### **Signed on Behalf of Cooplet & Co.:**

**Name: Matthew Burns - Owner**

**Date: applicable from 9<sup>th</sup> September 2020**

### **Signed on behalf of the client:**

**Name:**

**Date**