

TERMS AND CONDITIONS OF SERVICE

From the Woods LTD - Catering Services

1. Introduction and Agreement

These Terms and Conditions ("Terms") govern all catering services provided by [Company Name] ("the Company", "we", "us", or "our") to any client ("the Client", "you", or "your"). By placing a booking or making any payment to the Company, you acknowledge that you have read, understood, and agree to be bound by these Terms in their entirety.

These Terms form a legally binding contract between the Company and the Client. If you do not agree to these Terms, you should not proceed with a booking.

2. Bookings and Confirmation

2.1 A booking is not confirmed until the Company has received a completed booking form (or written confirmation of the event details) and the required deposit payment.

2.2 The Company reserves the right to decline any booking at its sole discretion.

2.3 The Client is responsible for ensuring that all event details provided at the time of booking are accurate, including guest numbers, venue details, and service requirements. Any changes to confirmed details must be submitted in writing and may be subject to additional charges.

2.4 A minimum deposit of 30% of the total estimated invoice is required to secure a booking. The deposit is non-refundable except as expressly set out in Section 4 of these Terms.

2.5 The balance of the total invoice is due no later than **14 days** prior to the event date. The Company reserves the right to release the booking if the balance is not received by this deadline.

3. Pricing and Payments

3.1 All prices quoted are based on the number of guests and service requirements confirmed at the time of booking. Final invoices will reflect any agreed variations.

3.2 The Company reserves the right to adjust pricing in the event of significant increases in ingredient or supply costs beyond its reasonable control, provided the Client is given no less than 30 days' written notice of any such change.

3.3 Additional charges may apply for:

- Travel to venues outside 50 miles of Teffont Magna
- Equipment hire, staffing, or setup requirements not included in the original quotation
- Late additions to guest numbers (subject to availability)
- Requests for premium or specialist ingredients

3.4 All payments must be made by Bank Transfer. Cheques are not accepted.

3.5 Late payment of the balance may result in the cancellation of the booking, with cancellation charges applied as set out in Section 4.

4. Cancellation Policy

4.1 Cancellation by the Client

All cancellation requests must be made in writing (email is acceptable) and will take effect from the date such notice is received by the Company. The following cancellation charges apply, calculated as a percentage of the total contracted value (inclusive of the non-refundable deposit):

Notice Period Before Event Date	Cancellation Charge (% of Total Contract Value)
More than 6 months	Deposit only (30%)
Between 3 and 6 months	50% of total contract value
Between 6 weeks and 3 months	75% of total contract value
Less than 6 weeks	100% of total contract value

4.2 Where cancellation charges apply, any amounts already paid by the Client (including the deposit) will be offset against the total cancellation charge. If the amount already paid is less than the applicable cancellation charge, the Client shall remain liable for the outstanding balance.

4.3 All refunds due will be processed within 14 working days of the cancellation being confirmed in writing.

4.2 Cancellation or Postponement by the Company

In the unlikely event that the Company is unable to fulfil a confirmed booking due to circumstances within its control, the Client will be entitled to a full refund of all sums paid. The Company's liability in such circumstances is limited to the sums paid by the Client and shall not extend to any consequential loss or additional costs incurred by the Client.

The Company is not liable for cancellations arising from circumstances outside its reasonable control (see Section 8: Force Majeure).

4.3 Reduction in Guest Numbers

Reductions in confirmed guest numbers made within 1 months of the event date will be treated as a partial cancellation and charged at 30% of the guest price per head.

5. Allergen and Dietary Requirements

5.1 General Allergen Statement

The Company takes food allergen management extremely seriously and will make every reasonable effort to accommodate dietary requirements and reduce the risk of allergen exposure. However, the Client acknowledges and accepts the following:

- The Company operates in a kitchen environment where the 14 major allergens listed under the UK Food Information Regulations (as amended) are routinely handled, including but not limited to: gluten, crustaceans, eggs, fish, peanuts, soybeans, milk, nuts, celery, mustard, sesame, sulphur dioxide and sulphites, lupin, and molluscs.

- Despite rigorous procedures, the Company cannot guarantee that any dish, menu, or service will be entirely free from traces of any allergen. The risk of cross-contamination cannot be entirely eliminated in a shared preparation environment.
- The Company does not operate a dedicated allergen-free kitchen. Accordingly, no absolute allergen-free guarantee can or will be made.

5.2 Client Responsibilities

It is the sole responsibility of the Client to:

- Disclose all known food allergies, intolerances, or dietary restrictions for all guests at the time of booking, or at least 14 days prior to the event date.
- Ensure that guests with severe or life-threatening allergies (including but not limited to anaphylactic reactions to peanuts, tree nuts, or other allergens) are made aware of the limitations set out in this section.
- Advise the Company in writing of any changes to disclosed allergies or dietary requirements no later than 7 days prior to the event.

The Company accepts no liability for allergic reactions or adverse events arising from failure by the Client or their guests to disclose relevant allergies or medical conditions.

5.3 Company Commitments

Whilst the Company cannot guarantee allergen-free food, it commits to the following best-practice procedures:

- All allergen information relating to ingredients will be made available to the Client on request.
- The Company will use clearly segregated utensils, boards, and preparation areas where practically possible when preparing dishes for guests with declared allergies.
- Staff will be briefed on declared allergen requirements prior to the event and will take all reasonable steps to avoid cross-contamination during preparation and service.
- The Company will clearly label dishes at service where practicable, and will communicate allergen information to service staff.
- Where the Company reasonably considers that a specific allergen requirement cannot be safely met, it will inform the Client at the earliest opportunity and propose suitable alternatives.

5.4 Limitation of Liability for Allergens

To the fullest extent permitted by applicable law, the Company shall not be liable for any allergic reaction, injury, illness, or death arising from the consumption of food or beverages provided by the Company, where:

- The allergen was not disclosed to the Company in accordance with clause 5.2; or
- The reaction results from a trace level of allergen despite reasonable precautions being taken; or
- The Client or guest consumed food or beverages not supplied or supervised by the Company at the event.

Nothing in these Terms limits the Company's liability for death or personal injury caused by its own gross negligence or wilful misconduct, as required by law.

6. Food Safety and Quality

6.1 All food prepared and supplied by the Company will comply with applicable UK food safety legislation, including the Food Safety Act 1990 and associated regulations.

6.2 The Company holds all required food hygiene certifications and maintains appropriate food safety management systems.

6.3 The Client is responsible for ensuring that adequate and safe storage, refrigeration, and heating facilities are available at the event venue where applicable. The Company accepts no liability for deterioration of food after delivery or after the conclusion of the Company's contracted service period.

6.4 Leftover food is subject to food safety regulations. The Company reserves the right to decline requests to package leftover food for removal where it considers this may pose a food safety risk.

7. Limitation of Liability

7.1 The Company's total liability to the Client in connection with any booking shall not exceed the total value of the fees paid by the Client for that booking.

7.2 The Company shall not be liable for any indirect, consequential, special, or economic loss, including but not limited to loss of profit, loss of enjoyment, reputational damage, or third-party claims, howsoever arising.

7.3 The Company shall not be responsible for damage to, or loss of, property belonging to the Client or their guests, except where caused by the Company's own negligence.

7.4 The Client shall indemnify and hold harmless the Company against any claims, losses, or damages arising from the actions or omissions of the Client or their guests during the event.

7.5 Nothing in these Terms excludes or restricts the Company's liability for fraud, fraudulent misrepresentation, or any liability which cannot be excluded by law.

8. Force Majeure

The Company shall not be in breach of these Terms or liable for any delay or failure to perform its obligations where such delay or failure is caused by circumstances beyond its reasonable control, including but not limited to: acts of God, extreme weather events, fire, flood, pandemic or epidemic, government restrictions, strikes or industrial action, failure of third-party suppliers, or other events which the Company could not reasonably have anticipated or mitigated. In such circumstances, the Company will endeavour to notify the Client as soon as reasonably practicable and will use reasonable efforts to propose alternative arrangements where possible.

9. Venue and Event Logistics

9.1 The Client is responsible for ensuring that the venue permits external catering and that appropriate permissions, licences, and facilities (including access, power, water, and waste disposal) are available to the Company.

9.2 The Company requires reasonable access to the venue for set-up and breakdown at times agreed in advance. Failure to provide such access may affect the Company's ability to deliver the agreed service, and no refund will be due in such circumstances.

9.3 Any damage caused to venue property by the Company or its staff will be reported to the Client promptly. The Company accepts liability for damage caused solely by its own negligence.

10. Staffing

10.1 The Company will provide suitably trained and experienced staff for the event as agreed in the booking.

10.2 The Client and their guests must treat all Company staff with respect. The Company reserves the right to withdraw its staff from an event in the event of abusive, threatening, or discriminatory behaviour, without refund.

12. Data Protection

12.1 The Company will process personal data provided by the Client in accordance with applicable UK data protection legislation, including the UK GDPR and the Data Protection Act 2018.

12.2 Personal data will be used solely for the purposes of managing the booking and providing the agreed services, and will not be shared with third parties except where necessary for service delivery.

13. General Provisions

13.1 Variation: No variation to these Terms shall be effective unless agreed in writing by an authorised representative of the Company.

13.2 Entire Agreement: These Terms, together with the booking confirmation and any written quotation, constitute the entire agreement between the parties and supersede all prior discussions and representations.

13.3 Severability: If any provision of these Terms is found to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

13.4 Waiver: Failure by the Company to enforce any provision of these Terms shall not constitute a waiver of the right to do so at a later date.

13.5 Governing Law: These Terms shall be governed by and construed in accordance with the laws of England and Wales, and both parties submit to the exclusive jurisdiction of the courts of England and Wales.
