

Terms and Conditions



Terms and Conditions for The Supply of Goods and Services

These terms and conditions are the standard terms for the supply of goods and services by Green Farm Events Ltd, a company registered in England and Wales under company number 09137855 whose registered office Green Farm, The Green, Urchfont, Devizes, Wiltshire, SN10 4RB

1. Definitions

In these terms and conditions, unless the context otherwise requires, the following expressions have the following meanings:

"agreement/contract"	2. Means the agreement between the parties which shall be deemed to incorporate these terms and the terms in any quotation.
" premises"	3. Means the place specified in the quotation at which the catering services are to be provided.
"catering services"	4. Means the catering services set out in the quotation to be provided to you by us under the terms of the agreement.
"quotation"	5. Means the document/email sent by us to you, following an indication by you that you wish to obtain catering services from us, setting out the details of the catering services and the basis upon which we propose to provide them.
"event"	6. Means event at which the services are to be delivered
"parties"	7. Means both us and you
"price"	8. Means the price payable for our good and services
"us/we/our"	9. Means Green Farm Events Ltd and includes all employees and agents of Green Farm Events Ltd
"website"	10. Means our website https://www.greenfarmevents.com/ on which we offer our services
"writing"	11. Includes electronic mail and comparable means of communication.
"you/your"	12. Means the client; the person/company (including their employees, agents or assigns), whose details may be more particularly set out in the order.

1.1. The headings contained in these terms are for convenience only and do not affect their interpretation.

2. The Contract

2.1. Any quotation given by us shall not constitute an offer and is only valid for a period of 30 days from its date of issue.

2.2. These terms & conditions and any quotation provide by us constitute the entire contract between you and us.

- 2.3. An agreement between the parties will not be formed (start date) until we have confirmed your booking and receipt of the booking fee.
- 2.4. In the event that another Customer wishes to book an event for the same date as your event before we have received your booking fee, we will notify you and request payment of the booking fee within 48 hours of notification in order to secure the provisional date allocated to the Event.
- 2.5. Due to the unique nature of every job, specific terms and conditions may apply to a contract. These will be included with our quotation and highlighted to you.
- 2.6. Any illustrations, descriptions, imagery either displayed on our website, in marketing materials (both offline and online), price lists or other are intended merely to present a general idea of works and services provided by us. No part of these shall form part of any contract.
- 2.7. These terms & conditions apply to the contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.8. No addition, alteration, substitution or waiver of these terms and conditions will be valid unless expressly accepted in writing by us or a person authorised to sign on our behalf.

3. Quotations

- 3.1. All prices quoted are based on the information provided by you at the beginning of the quotation process. Confirmation of guest numbers must be given two (2) weeks prior to the event along with menu choices, equipment requirements and any other information that may affect the overall quotation. All figures will be amended accordingly at this point considering any funds that we have already received.
- 3.2. We reserve 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.
- 3.3. We will only be bound to quotations provided in writing to you, which have also been signed by our authorised representative. We will not be bound by any quotations provided orally.

4. Catering Services

- 4.1. We shall provide the Catering Services with reasonable care and skill and in accordance with food catering industry standards for hygiene and general cleanliness. The preparation and cooking of food and the handling and service of food, beverages, utensils and tableware will be in compliance with statutory and regulatory requirements affecting the preparation, cooking, handling and service of food.
- 4.2. Under the Government Food Hygiene regulations all cold food should be consumed within four (4) hours of delivery. Hot food should be consumed within two (2) hours, thereafter you are responsible for food which is left unsupervised at your request, and it is not covered under our Public Liability Insurance.
- 4.3. Food allergies & intolerances: please note that all of our food (may contain allergenic ingredients). Special diets for food allergies will be catered for only if they have been arranged at least fourteen (14) days prior to your event and confirmed in writing. If you wish to know more about our ingredients, please speak to us. Please note that we work with allergenic ingredients in our kitchen and whilst we

will cater for special diets for people with food allergies, we cannot guarantee that their meals will not contain traces of allergenic ingredients.

- 4.4. As part of our service, where necessary, we will undertake a site visit to determine access, lay out and venue facilities. Additional charges may apply for any additional cooking equipment required to produce the menu if the venue is not suitably equipped. These charges will be made clear on our quotation.
- 4.5. We will clear all food waste from site but will not take responsibility for the clearance from site of any bottles, cardboard, plastics unless a bar service is provided by us or by prior agreement at an additional charge.

5. Prices and Payment

- 5.1. The price as stated in the contract does not include value added tax (“vat”). Vat will be charged at the prevailing rate. Our vat number is GB 330169234. All payments are due in pounds sterling.
- 5.2. Unless otherwise agreed a booking fee equal to 20% off the total contract price is payable to confirm the booking. The remaining 80% is payable two (2) weeks before the event date. You will be issued invoices at these times and all invoices are payable within fourteen (14) days of the invoice date.
- 5.3. Additional charges may be applied for travel, accommodation and subsistence depending on the location of the event and the term of this agreement. All additional charges will be agreed with you in advance.
- 5.4. We reserve the right to charge (including for any applicable increased or overtime rates) more for staffing costs should any event run on longer than initially planned or detailed in the quotation through no fault of ours.
- 5.5. Our preferred method of payment is by bacs/faster payment. Our bank details are on our invoice.
- 5.6. Any queries relating to an invoice must be received within seven (7) days from the date of the invoice. Until a query is resolved you remain liable to pay the undisputed part of an invoice within the original timescale detailed on it.
- 5.7. If payment of the price or any part thereof is not made by the due date, we may:
 - 5.7.1. Cancel the contract or suspend any further provision of the catering services to you with immediate effect. Any such period of suspension shall be disregarded for the purpose of contractual time limits previously agreed for the completion of the catering services,
 - 5.7.2. Charge interest at the rate of 10% per annum on the unpaid amount.
 - 5.7.3. Apply a charge of £10 (to cover administrative expenses and not as a penalty) per reminder for overdue payment submitted to you. We shall be entitled to submit such reminders on a weekly basis once the fees have become overdue.
 - 5.7.4. Seek to recover all costs reasonably incurred by us in collecting payment of any overdue invoices from you.

6. Postponement

- 6.1. Should you wish to postpone your event then this will be at our discretion and will be subject to availability. Your request will need to be sent to us in writing and additional costs may be applicable from the date of acceptance of initial quotation.

7. Your Obligations

- 7.1. Final numbers of guests must be notified to us in writing no later than fourteen 14 days prior to the event.
- 7.2. You agree to give us access to the location for setting up equipment and services, ideally the day before the event if not in good time on the day of the event.
- 7.3. We will require constant access to and exit from the location while we are providing the Catering Services. You must ensure that we can enter and leave the location without excessive restriction
- 7.4. Unauthorised use of candles, or other naked flames, on any equipment provided by us is strictly prohibited.
- 7.5. You agree to pay for any loss or damage to any equipment, crockery, cutlery, or glassware supplied by us for the event, including any issues caused by your guests.
- 7.6. If our performance of any of our obligations in respect of the services is prevented or delayed by any act or omission by you or failure by you to perform any relevant obligation (customer default):
- 7.7. We shall, without limiting our other rights or remedies, have the right to suspend performance of the work until you remedy the customer default, and to rely on the customer default to relieve us from the performance of any of our obligations to the extent the customer default prevents or delays our performance of any of our obligations;
- 7.8. We shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay in performing any of our obligations as set out in this clause 7.3; and
- 7.9. You shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the customer default.

8. Notice of Your Statutory Right to Cancel (Individuals Only)

- 8.1. If you are an individual (consumer) you have a statutory right to cancel this contract within fourteen (14) calendar days starting on the day you accepted our estimate.
- 8.2. You should send your cancellation notice to us in writing via post or email.
- 8.3. Notice of cancellation is deemed to be served as soon as it is posted/sent.

9. Cancellation for Businesses, and Consumers After 14 Days

- 9.1. For businesses, and individuals after the fourteen (14) day period, cancelling an order will incur the following charges to cover reasonable expenses incurred:
 - 9.1.1. More than twelve (12) weeks to the event date – 25% of the total contract price
 - 9.1.2. Between six (6) and twelve (12) weeks before the event date – 50% of the total contract price
 - 9.1.3. Less than six (6) weeks before the event date – 75% of the total contract price

10. Right of Termination

- 10.1. We reserve the right to terminate the contract with immediate effect in the event of any of the following:
 - 10.1.1. That you suspend, threaten to suspend, cease or threaten to cease to carry on, all or substantially the whole of your business.

10.1.2. That you (being an individual) die or, by reason of illness or incapacity (whether mental or physical), are incapable of managing your own affairs or become a patient under any mental health legislation.

10.1.3. That you (being an individual) enter into some form of debt arrangement or are declared bankrupt.

10.1.4. That, in our opinion, your financial position deteriorates to such an extent your capability to adequately fulfil your obligations under these terms has been placed in jeopardy.

10.2. If either party breaches a material provision under this contract, and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice of the breach, the non-defaulting party may terminate this contract immediately and require the defaulting party to indemnify the non-defaulting party against all reasonable damages.

10.3. All notices of termination of the contract should be submitted to the other party in writing.

11. Consequences of Termination

11.1. On termination of the contract for any reason:

11.1.1. You shall immediately pay to us all of our outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has yet been submitted, we shall submit an invoice, which shall be payable by you immediately on receipt;

11.1.2. The accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the contract which existed at or before the date of termination or expiry; and

11.1.3. Clauses which expressly or by implication have effect after termination shall continue in full force and effect.

12. Limitation of Liability

12.1. It is strongly recommended that you arrange adequate event & cancellation insurance to protect against cancellation, costs, damage, public liability.

12.2. We 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.

12.3. We cannot be held responsible for the safety and quality of any food or drink supplied directly by the client or any other organisation at event.

12.4. Our liability for losses you suffer as a result of us breaking this agreement including deliberate breaches is strictly limited to the contract 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.

12.5. This does not include or limit in any way our liability:

12.5.1. for death or personal injury caused by our negligence

12.5.2. under section 2(3) of the Consumer Protection Act 1987

12.5.3. for fraud or fraudulent misrepresentation

12.5.4. for any deliberate breaches of these Terms by us that would entitle you to terminate the contract between us

- 12.5.5. for any matter for which it would be illegal for us to exclude, or attempt to exclude, our liability
- 12.6. 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:
 - 12.6.1. loss of income or revenue
 - 12.6.2. loss of business
 - 12.6.3. loss of profits or contracts
 - 12.6.4. waste of management or office time however arising and whether caused by tort (including negligence), breach of contract or otherwise, even if foreseeable
- 12.7. We accept no responsibility for the damage or injury to any property/persons by any of our equipment unless the damage or injury has occurred due to willful neglect on our part.
- 12.8. This condition does not apply to death or personal injury caused by negligence or losses arising out of fraudulent misrepresentation by us.
- 12.9. This indemnification will survive the termination of this agreement.

13. Events Outside of Our Control (Force Majeure)

- 13.1. We shall not have any liability under or be deemed to be in breach of the agreement for any delays or failures in performance of this agreement which result from circumstances beyond our reasonable control. We shall promptly notify you in writing when such circumstances cause a delay or failure in performance.

14. Data Protection

- 14.1. "Data Protection Legislation" refers to the data protection act 2018 and any secondary legislation in England and Wales relating to the processing of personal data and the privacy of electronic communications, as amended, replaced or updated from time to time.
- 14.2. All personal information that we may collect (including, but not limited to, your name, postal address, email address and telephone number) will be collected, used and held in accordance with the provisions of data protection legislation as defined in clause 14.1.
- 14.3. How we collect, use, and store your personal information is set out in our privacy policy.
- 14.4. In certain circumstances, and with your consent, we may pass your personal information on to credit reference agencies. These agencies are also bound by the data protection legislation as defined in clause 14.1 and should use and hold your personal information accordingly.
- 14.5. We will not pass on your personal information to any other third parties for marketing purposes without first obtaining your express consent.
- 14.6. We may take photographs for our own promotional use, they may appear on our social media sites and website and by agreeing to these conditions you have given us permission to do so, we will own and retain copyright of any image taken but will happily share with you.

15. Complaints, Communication and Contact Details

- 15.1. If you wish to contact us with questions, or to make a complaint, please contact us by telephone 07968 824213 or by email at events@greenfarmltd.com

15.2. We strive for excellence in all our work. If you are not satisfied in any way, please contact us as soon as possible. We would appreciate every opportunity to resolve any dispute amicably.

16. Other Important Terms

16.1. In the event that any of the provisions of the contract are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this contract.

16.2. The contract between you and us for the works shall not be assigned or transferred, nor the performance of any obligation sub-contracted, in either case by you, without our prior written consent.

16.3. No failure or delay by us in exercising any of our rights under this contract means that we have waived that right, and no waiver by us of a breach of any provision this contract means that we will waive any subsequent breach of the same or any other provision.

16.4. Nothing in the contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor constitute either party the agent of another party for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.

16.5. A person who is not a party to the contract shall not have any rights to enforce its terms.

17. Governing Law and Jurisdiction

17.1. This contract shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the courts of England & Wales.

Green Farm Events

The Customer

Signature

Signature

Print Name & Title

Print Name & Title

Date

Date

MODEL CANCELLATION FORM (for Individuals Only)

To Green Farm Events, Green Farm, The Green, Urchfont, Devizes, Wilts, SN10 4RB.

I/We* hereby give notice that I/We* cancel My/Our* contract of sale for the provision of Goods and Services.

**delete as appropriate*

Date of Order	
Project Details	
Customer Name	
Address	
Signature	
Date	

Print off and send this form to Green Farm Events, Green Farm, The Green, Urchfont, Devizes, Wilts, SN10 4RB, or scan it and email it to events@greenfarmltd.com

Alternatively, you can just e-mail us with your cancellation request, including your name and address details.