

# SUSAN BLAND T/A COLLINS FINE FOOD

**Susan Bland T/A Collins Fine Food** provides its services and supplies goods for its customers on the following terms and conditions.

## **1 The meaning of some words used in these terms and conditions**

'we', 'us' or 'our'	is a reference to Susan Bland T/A Collins Fine Food, of 20 Blind Lane, Chester le Street, County Durham, DH3 4AG;
'you' or 'your'	is a reference to the person to whom we are providing our Services and/or supplying Goods and who is required to pay for the Services we provide and the Goods we supply;
'Goods'	means the Goods and/or requested by you, purchased by us, prepared by us and paid for by you;
'Enquiry'	means the verbal, written, electronic or otherwise Enquiry made by you, principally through our website. By submission of your Enquiry to us, you agree to be bound by these Terms and Conditions
'Materials'	means any equipment, materials, goods, parts or items we need to buy or bring to the Premises in order to perform the Services but does not include the Goods we will be purchasing and preparing for you;
'Premises'	means the place where we will provide the Services;
'Response'	means the verbal, written, electronic or otherwise Response sent to you once your Enquiry has been received and priced.
'Services'	means the provision of professional catering in accordance with your requirements. The extent of the Services we will be providing to you will be as specified and priced in our Response to your Enquiry and as we subsequently agree in writing from time to time;

## **2 Entering into a legally binding contract**

**2.1** A contract between you and us will come into being when you accept the Response provided by us to your initial Enquiry. Issue of your Enquiry constitutes acceptance of these Terms and Conditions.

**2.2** We suggest that before send your Enquiry in connection with the provision of our Services and Goods that you read through these terms and conditions. If you have any questions concerning them please ask us.

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2.3 You should keep a copy of these terms and conditions for your records.

### 3 Providing the Services

3.1 Once we and you have entered into a legally binding contract we will agree a date for provision of the Services to you at the Premises using the Materials and preparation and supply of the Goods. **Once that date has been agreed, we will make arrangements to attend the Premises to carry out the Services specified in your Enquiry (or as amended by agreement).** Occasionally the Services will be provided at some other date or time or be dependent on a number of factors.

3.2 Our aim is to always provide you with the Services:

3.2.1 using reasonable care and skill;

3.2.2 in compliance with commonly accepted practices and standards in food hygiene. We hold a Food Hygiene Certificate in accordance with the requirements of Durham County Council and are subject to inspection from time to time.

3.2.3 in compliance with *those applicable* laws and regulations in force at the time and place that we are carry out the Services.

### 4 Goods

4.1 You and we shall agree the Goods that you wish us to purchase (except where you have allowed us the choice to decide on what Goods to purchase). The extent of those Goods will be as agreed in the Enquiry, Response and subsequent acceptance.

4.2 Once it has been decided what Goods will be purchased for you or supplied to you it will not be possible for you to cancel or change what is purchased or supplied without prior written agreement by us.

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- 4.3 Where any Services need to be performed in relation to the Goods (such as preparation, cooking, service, cleaning or otherwise we assume that:
- 4.3.1 any supplies of electricity, gas (where required), water, telephone and internet connection are available; and
  - 4.3.2 your existing systems, goods, wiring, pipes, electricity, gas, walls etc to which Goods are to be connected, added etc are in good working order and suitable for the installation, fitting or configuring of any Materials supplied by us; and
  - 4.3.3 if the Materials are to be connected to other systems then such connection is suitable and permitted (either by the manufacturer or maker or by law).
- 4.4 Unless agreed otherwise, we will arrange for the Goods to be delivered to the Premises.
- 4.5 The Goods will be in accordance with statutory requirements, be of satisfactory quality, meet any description specified in the Enquiry, Response and subsequent acceptance and be fit for the normal purposes. If there are particular purposes for which the Goods will be used, to include specific dietary requirements and/or food allergies, then we need to be made aware of these when your Enquiry is submitted.
- 5 Days and times when we normally provide the Services and performance of Services away from the Premises**
- 5.1 Unless we agree otherwise we will provide the Services and/or supply the Goods as agreed in the Enquiry, Response and subsequent acceptance. If, for whatever reason the Services and/or Goods cannot be supplied as agreed, then we will endeavour to provide reasonable advance notice.
  - 5.2 The performance of some of the Services or preparation of the Goods may take place away from the Premises. For example, we may be able only to carry out some of the activities in performing the Services or preparation of the Goods at our premises.

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## **6 Materials**

At the time we perform the Services we may not have all the Materials we need to perform the Services. This may be for a number of reasons such as:

- 6.1 you have not provided sufficient information in your Enquiry to enable us to ascertain what Materials are necessary until we start performing the Services; or
- 6.2 where we have received your Enquiry and provided a Response, the need for particular Materials may not be reasonably possible to establish at the time acceptance was made by you. The need for the particular Materials may only be revealed when we start performing the Services; or
- 6.3 In such cases we may need to purchase Materials or temporarily leave the Premises to collect replacement and/or spare Materials owing to a defect in your services and/or equipment or non disclosure by you. In such circumstances, we will not accept responsibility for the delay to any Services and/or the quality of any Goods subsequently provided and/or supplied.

## **7 Timing**

### **7.1 Our responsibility to perform the Services and deliver the Goods by particular dates**

We aim to carry out the Services and the delivery of the Goods by the dates and times agreed in the Enquiry, Response and subsequent acceptance

### **7.2 What can happen if we cannot start performing the Services or complete performing the Services**

- 7.2.1.1 If we do not start or complete performing the Services within a reasonable period from the date(s) and or time(s) we have agreed or notified then you may choose either to continue to wait until we can start performing the Services or complete performing them or you can cancel the contract subject to proportionate payment of our fees. If we cannot start or complete performance of our Services and/or supply

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of the Goods owing to fault on your part then you are unable to cancel the contract between us.

**7.2.1.2** Where we have started performing the Services and you decide you wish to cancel the contract you will only have to pay for any Services we have performed up to the date and/or time of cancellation and for any Goods and/or Materials which we have legal obligation to pay for. If you have made payment(s) to us in excess of the amount of Services we have performed or Goods we have purchased, we will return the difference to you within 28 days of cancellation.

**7.2.1.3** What is a reasonable period of time depends on the type of Services we will be providing and the length of time the Goods will take to prepare.

### **7.3 Situations or events outside our reasonable control**

**7.3.1.1** In addition, there are certain situations or events which occur which are not within our reasonable control (some examples are given in the next numbered paragraph). Where one of these occurs we will normally attempt to recommence performing the Services as soon the situation which has stopped us performing the Services has been resolved. In such circumstances there may be a delay (sometimes a substantial delay) before we can start or continue performing the Services.

**7.3.1.2** The following are examples or events or situations which are not within our reasonable control:

- (a) where weather conditions make it impossible or unsafe for us to perform any of the Services;
- (b) if the Materials or Goods are not delivered on the date or at the time agreed with the supplier of the Materials and/or Goods (and it is not possible to obtain a replacement from an alternative supplier at all or within a reasonable amount of time, or the price charged by the alternative supplier is excessively higher than by the original supplier if ordered at short notice);
- (c) where you make a change in the Services you wish us to perform (and this results in, for example, us having to do further work or wait for new or different Materials and/or Goods);

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- (d) where we have to wait for other providers of services (who have been engaged by you) to complete their work before we are able to perform the Services (or the relevant part of the Services dependant on the other provider);
- (e) where we are unable to gain access to the Premises to carry out the Services at the times and dates we have agreed with you;
- (f) where the areas in the Premises have not be readied by you as we and you have agreed in our Response in order for us to perform the Services;
- (g) for other some unforeseen or unavoidable event or situation which is beyond our control.

### **8 Price, estimates and payment**

The charges for our Services and/or supply of the Goods will be as specified in our Response. If amendments are required to the Services and/or Goods then we will agree a revised charge with you before the Services and/or Goods are supplied.

#### **8.1 Payment**

You will need to pay for the supply of any Services and/or Goods before or at the time we purchase or order them (plus the costs of delivery unless we agree otherwise). For your information, most Goods we purchase will need to be paid for in advance of purchase or at the time of ordering.

We will retain ownership of any Goods until you have paid for them (whether or not the Goods are delivered or have been subject to the Services we are to perform concerning them).

- 8.2** A deposit of 10% will be payable if specified by us in the Response before the Services and/or Goods are supplied. If we do not specify a deposit as being payable, we will invoice you in respect of our charges immediately after the Services and/or Goods have been supplied.

#### **8.3 When payment is required for the Services**

Payment is required after 30 days following issue of our invoice. Methods of payment are particularised on our invoice.

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### **8.4 If you do not pay when required to**

If you fail to make payment by the date or time we and you agree we will:

- 8.4.1.1 charge you interest at *the bank of England Base Rate* plus 4% on any outstanding amounts if those outstanding amounts remain unpaid for more than 30 days from the date of our invoice or when we asked you first to pay them; and/or
- 8.4.1.2 if the amounts not paid represent more than 10% of the total value of the Services we are to perform for you and there remain some Services which we have not yet performed, then we may suspend performing the remaining Services until you make payment.

### **8.5 Things you will need to do**

- 8.5.1 If we are performing the Services at the Premises then you should:
  - 8.5.1.1 make the areas where the Services are to be performed ready;
  - 8.5.1.2 remove any items etc which will stop or hinder in the performance of the Services;
  - 8.5.1.3 protect your items or possessions from the effects of us performing the Services; and
  - 8.5.1.4 allow us to gain access to the Premises at the dates and times we and you have agreed we will perform the Services and/or when the Goods will be delivered.
- 8.5.2 You will obtain all necessary consents, permissions and approvals before we start performing the Services.
- 8.5.3 You will make available domestic facilities at the Premises as we reasonably require and specified in our Response.

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## 9 Some restrictions and assumptions

- 9.1 We will assume that all information, measurements and dietary information that you provide are accurate and true. We will not accept liability for any loss or damage caused where we reasonably perform our Services and/or supply Goods in reliance of these.

## 10 Exclusion and limitation of liability

- 10.1 We do not exclude or limit liability for our negligence or negligent omission which causes you personal injury or death.

- 10.2 We shall only be liable for any loss or damage suffered by you which is a reasonably foreseeable consequence of a breach of this Agreement. In the event that any loss or damage suffered by you relates to your business activities or use of the Premises for commercial purposes then we exclude all liability and in particular we exclude all liability for loss of profits or other economic loss arising of a breach of this contract.

## 11 Communicating with us

- 11.1 You can always contact us utilising the details published on our website which is varied from time to time.

- 11.2 However, for important matters we suggest that you use writing and send any communications by post to *Susan Bland t/a Collins Fine Food, 20 Blind Lane, Chester le Street, County Durham, DH3 4AG.*

## 12 Cancellation by you

- 12.1 Once we and you enter into a binding contract you will normally not be able to cancel the contract, except where we agree or as otherwise provided for in these terms and conditions.



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**12.2** If we agree to cancel then you will be responsible for the cost of:

**12.2.1** any of our time in preparing the Services and/or Goods up to the date we agree to stop providing the Services and/or Goods;

### **13 Amendments to the contract terms and conditions**

We will have the right to amend the terms and conditions of this contract where:

**13.1** We need to do so in order to comply with changes in the law or for regulatory reasons to reflect changes in the way in which we operate our business.

**13.2** we need to correct any errors or omissions (and this right includes the right to change any of the documentation which forms part of the contract), as long such correction is minor and does not materially affect the contract.

Where we are making any amendment we will give you 30 days' prior notice (unless the contract is terminated before that period).

### **14 Contacting each other**

If you wish to send us any notice or letter then it needs to be sent to *Susan Bland t/a Collins Fine Food, 20 Blind Lane, Chester le Street, County Durham, DH3 4AG* and should be marked for the attention of *Susan Bland*. If we wish to send you a letter or notice we will use the address you have given in your *Enquiry*.

### **15 Contracts (Rights of Third Parties) Act 1999**

For the purposes of the Contracts (Rights of Third Parties) Act 1999 this contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

### **16 Law and jurisdiction**

This contract shall be governed and construed by the law of England and you and we agree to submit to the jurisdiction of the courts of England and Wales.