

OUR TERMS AND CONDITIONS

1. THESE TERMS

1.1 What these terms cover. The Terms together with the Detailed Services Schedule (which is incorporated by reference and a copy of which shall be supplied with these Terms) and the Order Form (Collectively ‘**these Terms**’) show the terms and conditions on which we supply catering services to you.

1.2 Why you should read them. Please read these Terms carefully before you submit your order to us. These Terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these Terms or require any changes, please contact us to discuss.

2. INFORMATION ABOUT US AND HOW TO CONTACT US

2.1 Who we are. We are In the Frame Catering Limited a company registered in England and Wales. Our company registration number is 11377899 and our registered office is 22 Norfolk Avenue Cheltenham, GL51 8GE.

2.2 How to contact us. You can contact us by telephoning 01242 693742 our customer service team on or by writing to us at info@intheframecatering.co.uk .

2.3 How we may contact you. If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

2.4 ” Writing” includes emails. When we use the words “writing” or “written” in these terms, this includes emails.

3. OUR CONTRACT WITH YOU

3.1 How we will accept your order. Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.

3.2 If we cannot accept your order. If we are unable to accept your order, we will inform you of this and will not charge you for the service. This might be because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements], because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

3.3 Your order number. We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

3.4 We only sell to the UK. Our website is solely for the promotion of our products in the UK. Unfortunately, we do not accept orders from addresses outside the UK.

4. OUR PRODUCTS

4.1 Products may vary slightly: the menus and pictures on our website are illustrative only and the actual menu will depend on availability and will vary slightly in presentation due to the hand made nature of the product.

4.2 Further Terms in the Detailed Services Schedule: Please see the Detailed Services Schedule which forms part of these terms for further detail on your obligations (Detailed Services Schedule Clause 3 – the Customer) and our obligations (Detailed Services Schedule Clause 2 – the Supplier) in relation to the supply of the catering services.

5. YOUR RIGHTS TO MAKE CHANGES

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing

of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If we cannot make the change or the consequences of making the change are unacceptable to you, you may want to end the contract (see [Clause 8](#), *Your rights to end the contract*).

6. OUR RIGHTS TO MAKE CHANGES

6.1 Minor changes to the products. We may change the product:

(a) to reflect changes in relevant laws, best practice and regulatory requirements; and

(b) to implement minor adjustments and improvements, for example where certain produce is unavailable or difficult to come by at a reasonable price an alternative might be used. These changes will not be major changes to the menu but rather cosmetic or decorative changes.

6.2 More significant changes to the products and these terms. In addition, as told to you over the telephone or in the course of email exchanges, we may make the following changes to menu agreed, but if we do so we will notify you and you may then contact us to end the contract before the changes take effect and receive a refund for any products paid for but not received.

7. PROVIDING THE PRODUCTS

7.1 When we will provide the products. During the order process we will let you know when we will provide the services to you. We will perform the services on the Event Date set out in the order Form.

7.2 We are not responsible for delays outside our control. If our supply of the products is delayed by an event outside our control, then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

7.3 If you do not comply with your obligations as stated in the Detailed Services Schedule we may charge you additional costs incurred by us as a result. If, despite our reasonable efforts, we are unable to contact you or re-arrange access to your property we may end the contract and [Clause 10.2](#) will apply.

7.4 What will happen if you do not give required information to us. We may need certain information from you so that we can supply the products to you, for example acceptance of the menu choices and allergy information for guests. If so, this will have been told to you in the course of email exchanges. We will contact you to ask for this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and [Clause 10.2](#) will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

8. YOUR RIGHTS TO END THE CONTRACT

8.1 You can always end your contract with us. Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing and when you decide to end the contract:

(a) **If what you have bought is misdescribed you may have a legal right to end the contract** (or to get the service re-performed or to get some or all of your money back), see [Clause 11](#);

(b) **If you want to end the contract because of something we have done or have told you we are going to do**, see [Clause 8.2](#);

(c) **If you have just changed your mind about the product**, see [Clause 8.3](#). You may be able to get a refund if you are within the cooling-off period, but this may be subject to deductions;

(d) In all other cases (if we are not at fault and there is no right to change your mind), see [[Clause 8.7](#)OR[Clause 8.8](#)].

8.2 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (d) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

(a) we have told you about an upcoming change to the product or these terms which you do not agree to (see [Clause 6.2](#));

(b) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;

(c) there is a risk that supply of the products may be significantly delayed because of events outside our control;
]; or

(d) you have a legal right to end the contract because of something we have done wrong [(including because we have delivered late (see [Clause 7.8](#))].

8.3 Exercising your right to change your mind (Consumer Contracts Regulations 2013). For most products bought over the telephone or by exchange of emails you have a legal right to change your mind within 14 days and receive a refund. These rights, under the Consumer Contracts Regulations 2013, are explained in more detail in these terms

8.5 When you don't have the right to change your mind. You do not have a right to change your mind in respect of the catering services, once these have been completed, even if the cancellation period is still running;

8.6 How long do I have to change my mind? You may cancel the Catering Services for convenience prior to the performance date stated on the Order Form providing the following cancellation charges are paid to the us:

a) Subject to clause 8.7; within 14 days of the date the contract was made or more than 2 months before the Event Date 0% of the total charges stated on the order form;

b) More than two weeks but less than two months: 25% of the total charges (the reservation deposit);

c) Less than two weeks: 100% of the total charges less any cost not incurred by us because of the cancellation.

8.7 Where you order the Catering Services and the Event Date is within 14 days of the booking you retain the right to cancel under 8.6 (a) but will pay to us a sum equal to all costs incurred by us in taking action to fulfil the Order within the 14-day cooling off period.

8.7 Ending the contract where we are not at fault and there is no right to change your mind. Even if we are not at fault and you do not have a right to change your mind (see [Clause 8.1](#)), you can still end the contract before it is completed, but you may have to pay us compensation. A contract for goods or digital content is completed when the product is delivered, downloaded or streamed and paid for. A contract for services is completed when we have finished providing the services and you have paid for them. If you want to end a contract before it is completed where we are not at fault and you have not changed your mind, just contact us to let us know. The contract will end immediately and we will refund any sums paid by you for products not provided but we may deduct from that refund (or, if you have not made an advance payment, charge you a percentage of

the price calculated as per Detailed Services Schedule Clause 5 (Charges in the Detailed Services Schedule) depending on the date on which you end the contract, as compensation for the net costs we will incur as a result of your doing so.

9. HOW TO END THE CONTRACT WITH US (INCLUDING IF YOU HAVE CHANGED YOUR MIND)

9.1 Tell us you want to end the contract. To end the contract with us, please let us know by doing one of the following:

(a) Phone or email. Call customer services on 01242 693742 or email us at info@intheframecatering.co.uk. Please provide details of what you bought, when you ordered or received it and your name and address.

9.5 How we will refund you. We will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

9.6 Deductions from refunds if you are exercising your right to change your mind. If you are exercising your right to change your mind we may deduct from any refund an amount for the supply of the service for the period for which it was supplied, ending with the time when you told us you had changed your mind. The amount will be in proportion to what has been supplied, in comparison with the full coverage of the contract.

9.7 When your refund will be made. We will make any refunds due to you as soon as possible. If you are exercising your right to change your mind, then your refund will be made within 14 days of your telling us you have changed your mind.

10. OUR RIGHTS TO END THE CONTRACT

10.1 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

(a) you do not make any payment to us when it is due and you still do not make payment within 14 days of us reminding you that payment is due;

(b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, address of event location, contact number, confirmation of menu choices.

(d) you do not, within a reasonable time, allow us access to your premises to supply the services.

10.2 You must compensate us if you break the contract. If we end the contract in the situations set out in [Clause 10.1](#) we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you a percentage of the price calculated as in clause 8.6 depending on the date on which we end the contract, as compensation for the net costs we will incur as a result of your breaking the contract.

10.3 We may withdraw the product. We may write to you to let you know that we are going to stop providing the product. We will let you know as soon as practicable in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided.

11. IF THERE IS A PROBLEM WITH THE PRODUCT

11.1 How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team on 01242 693742 or write to us at info@intheframecatering.co.uk or 22 Norfolk avenue, GL51 8DE.

11.2 Summary of your legal rights. We are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the product. Nothing in these terms will affect your legal rights.

Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website www.adviceguide.org.uk or call 03454 04 05 06.

Consumer Rights Act 2015 says:

you can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.

if you haven't agreed a price beforehand, what you're asked to pay must be reasonable.

if you haven't agreed a time beforehand, it must be carried out within a reasonable time.

See also [Clause 8.3](#).

12. PRICE AND PAYMENT

12.1 Where to find the price for the product. The price of the product (which includes VAT) will be the price as stated on the Order Form. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see [Clause 12.3](#) for what happens if we discover an error in the price of the product you order.

12.2 We will pass on changes in the rate of VAT. If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

12.3 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

12.4 When you must pay and how you must pay. We accept payment by bank transfer, by cheque or in cash. Please see the Order Form and Clause 5 of the Detailed Services Schedule for more details.

12.5 We can charge interest if you pay late. If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 2% a year above the base lending rate of Barclays from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

12.6 What to do if you think an invoice is wrong. If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

13.1 We are responsible to you for foreseeable loss and damage caused by us. If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill, but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the

sales process.

13.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so. This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised at [Clause 11.2](#)

13.3 When we are liable for damage to your property. If we are providing services in your property, we will make good any damage to your property caused by us (excluding where this is due to our use of your faulty equipment) while doing so. However, we are not responsible for the cost of repairing any pre-existing faults or damage to your property that we discover while providing the services.

13.5 We are not liable for business losses. We only supply the products for domestic and private use. If you use the products for any commercial, business or re-sale purpose we will have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 How we may use your personal information. We will only use your personal information as set out in our Privacy Policy. You can find our Privacy Policy [link](#)

15. OTHER IMPORTANT TERMS

15.1 We may transfer this agreement to someone else. We may transfer our rights and obligations under these terms to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end the contract within 14 days of us telling you about it and we will refund you any payments you have made in advance for products not provided.

15.2 You need our consent to transfer your rights to someone else (except that you can always transfer our guarantee). You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

15.3 Nobody else has any rights under this contract This contract is between you and us. No other person shall have any rights to enforce any of its terms.

15.4 If a court finds part of this contract illegal, the rest will continue in force. Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

15.5 Even if we delay in enforcing this contract, we can still enforce it later. If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the catering services we can still require you to make the payment at a later date.

15.6 Which laws apply to this contract and where you may bring legal proceedings. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts.

15.7 Please note that disputes may be submitted for online resolution to the [European Commission Online Dispute Resolution](#) platform.