



## **TERMS AND CONDITIONS** The Gower Dough Co.

### **Pricing/Quotes**

All quotes are based on current pricing advertised on menus, and are valid for a 12 month period. Should a client wish to confirm a booking following a 12 month period from the date of the initial quote, this may then be subject to a change in pricing.

Pricing of our menus and services are reviewed by The Gower Dough Co generally on an annual basis and The Gower Dough Co reserve the right to change/update menu pricing as and when they see fit.

All pricing is per head and subject to VAT.

### **Confirmation**

Once the client confirms acceptance of an estimate, this becomes a contractual agreement and this is the point where our Terms and Conditions come into full effect. All Terms and Conditions must be read and understood by the client as this is the basis of the contractual agreement with The Gower Dough Co upon confirmation of booking.

### **Payment**

Upon confirmation of booking, the following process will commence –

First payment – a booking fee invoice will be raised for 25% of the gross balance (£250 will be due on bookings between £250 and £1000, and the full balance being due if the gross balance is £249 or less). Once the booking fee is paid, the booking and date is confirmed with The Gower Dough Co. At this point, a pro- forma invoice will be also be issued which will show full details of the booking, as per the quote agreed.

Second and final payment - All final details will start to be collated approximately 6 weeks prior to the event date, and these must be confirmed no later than 4 weeks prior to the event date, which is the point when the final balance for catering services is due in full. A final invoice will be issued upon confirmation of all final details and the balance due in full no later than 4 weeks prior to the event date.

The client is responsible for all final details and the settlement of the account, with any queries regarding the invoice being raised immediately. Payment is via BACS.

Please do not pre-pay any monies based on a pro-forma invoice, for accounting reasons we cannot accept any payment against a pro-forma until the final details are confirmed, and final invoices are raised.

Once a booking fee has been paid, this is subject to a 14 day 'cooling off' period and only within that period will a refund will be given should a client notify us in writing that they wish to cancel This term is strictly within the 14 day period or the above terms apply.

## VAT

All fees/charges are subject to VAT at the standard rate.

## Final Details

All final details including numbers, dietary requirements and timelines are to be provided when requested, approximately 4 – 6 weeks prior to the event date. Any subsequent changes should be notified as soon as possible and will be due for payment immediately, although The Gower Dough Co are under no obligation to accommodate these changes. The deadline for confirmation of any details is 2 weeks prior to the event and no extension will be given on this deadline.

Please note, no refunds will be given for any decrease in numbers once final details have been agreed and the final booking fee paid.

## Cancellation

Any cancellation should be advised in writing to The Gower Dough Co as soon as possible.

All booking fee payments are non-refundable and this payment will be retained by The Gower Dough Co. Charges will also be made as per the following:

If cancelled:	Amount due from client:
0 – 8 weeks prior to the event date.....	100% of the catering services
8 – 20 weeks prior to the event date.....	50% of the catering services
20 weeks plus.....	25% of the catering services

(equating to the booking fee)

Non-payment prior to any event may be taken as a cancellation and the charges above will be applied accordingly. The Gower Dough Co may take the decision to cancel an event should the client be in arrears of payment or be in breach of the any of our Terms and Conditions. The Gower Dough Co reserves the right to receive payment after termination of a contact/completion of an event subject to agreement.

The Gower Dough Co strongly recommends clients purchase wedding insurance independently where applicable upon booking for their own peace of mind.

## **Menus, Range and Availability**

All goods and ingredients are offered subject to availability. If an item becomes unavailable or it is of insufficient quality for a client's function, The Gower Dough Co reserves the right to make a substitution. Wherever possible the client will be notified of any changes in advance.

Dietary requirements will be accommodated, and it is the client's responsibility to outline the details of the requirements. Our Chefs will then adapt the menu choices to suit the requirement. Dairy free 'Vegan' cheese is available on request. Gluten Free (GF) pizzas are pre-packed bases, to minimise cross contamination – Though they will be cooked in the same oven so may not be suitable for those with coeliac disease.

## **Additional Catering**

Meals for entertainers, photographers, videographers, bands and musicians, child minders and any other supplier at events etc. must be pre-ordered and will be charged for. The Gower Dough Co accepts no responsibility for any other staff/contractors booked by the client who require food when it has not been booked and paid for, in advance.

## **Bar**

The Gower Dough Co offers Bar Services by way of a cash bar (all guests purchase their own drinks), or a client bar (clients provide all drink and The Gower Dough Co sets up a bar to serve guests with the clients drink, free of charge to the guests).

The charge for the Bar Service covers the licence fee, all polycarbs/glassware, condiments and staffing (on a ratio per number of guests).

The Gower Dough Co strictly follows the Drink Aware guidelines at all times.

## **Access/Set Up**

The Gower Dough Co will require reasonable access to the area of the event in order to deliver, set up and collect our equipment.

Any access issues for events are to be advised to The Gower Dough Co Catering in advance of the event.

## **Damage or loss, plus items left behind**

The client is responsible for any damage, breakages, or loss of any property belonging to both The Gower Dough Co, or any property hired for the clients function, however caused, and will be charged at the full replacement value. This applies to the period between delivery and collection. The client will report any damage to any equipment or structure to a representative of The Gower Dough Co as soon as possible.

## **Staffing**

All service staff will be fully trained and in the correct The Gower Dough Co branded uniform. The number of staff required for each event will be detailed on each quote and we work from standard ratios for this allocation. For each wedding/event we will allocate a chef and Event Manager or Supervisor free of charge.

The Gower Dough Co do not hire out catering or bar staff solely, without us providing any food or drink.

## **Data Protection**

The Gower Dough Co strictly adheres to all current GDPR regulations and all data collated from each client or enquiry will be stored in the correct manner and not disclosed to any other party.

## **Force Majeure**

The Gower Dough Co will accept no liability for the failure to perform any obligations due to strike, lockout, hostilities or any other circumstances beyond our control.

No liability is accepted for loss, damage or consequential loss caused by any failure to perform our obligations (whether due to negligence by us, our employees or sub-contractors, or other due causes), but this does not exclude liability for death or personal injury as required by law.

## **Liability**

The client is responsible for all losses, damages and expenses at any venue we are required to cater at, arising from the behaviour or actions of either themselves or their guests, along with any contractors bought onto site etc.

The Gower Dough Co will not be responsible for, and the client will indemnify the company, against all claims for injury to persons or loss of, or damage to the property and any of the garden areas howsoever caused, unless it is proven that such injury or damage be caused by fault material or workmanship, or negligence by the company.

Should damage occur to client property caused by a member of the The Gower Dough Co team, this should be reported immediately and followed up in writing, for our management team to discuss and review, potentially undertaking a full investigation.

## **Intellectual Property Rights**

All patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

## Complaints

In the unlikely event of a complaint, the client should raise this in writing to The Gower Dough Co with a full explanation of the issue, within 7 days of the event. This will be acknowledged within 24 hours and an estimated timescale for any investigation will be provided at this point.

The Gower Dough Co reserve the right to amend and update these Terms and Conditions periodically.

