

OPEN KITCHEN

STANDARD TERMS & CONDITIONS UPDATED MARCH 2022



Open Kitchen will endeavour to provide its customers with a high-quality service at all times. We seek to ensure that all of our customers' orders are of a satisfactory standard and are delivered on time. These terms and conditions apply to any provision of services or goods by Open Kitchen, however if you are dissatisfied with the service provided, please contact us to discuss this.

TERMS IN USE

In these terms and conditions:

“Open Kitchen” means Open Kitchen MCR CIC, Renaissance Court, 2 Christie Way, Manchester, M21 7QY.

“the Customer” means the customer named on any order specification sheet (known as the “spec sheet”) or email;

“Event” means the particular event or sub-event being catered by Open Kitchen;

“Catering Services” means those services described on the order specification sheet or email.

SCOPE

These Terms & Conditions (“the Terms”) shall apply to all quotations, orders, sales or services provided by Open Kitchen.

THE CONTRACT

By placing an order with Open Kitchen the Customer is agreeing to abide by these terms and conditions.

The contract shall only be formed when the Customer provides all required information in good time to Open Kitchen, and receives written confirmation (via email) that the catering job is confirmed. For larger catering jobs, the customer will also receive a copy of the order specification sheet (spec sheet) and will be asked to confirm that all details are correct. The Customer is responsible for checking that the details of any order are correct and accurate.

BOOKINGS

All bookings are subject to availability and will be taken on a “first come, first served” basis.

ORDER DETAILS

The order is defined by the order specification sheet (spec sheet) which must be fully and correctly completed. The order is confirmed by either Open Kitchen sending a confirmation by email to the Customer, or by Open Kitchen sending a copy of the spec sheet for the Customer to check and confirm by email.

THE CUSTOMER’S DUTIES

The Customer understands and agrees that the timely execution of Open Kitchen’s duties will at times depend upon the timely provision of information and instructions by the Customer. The Customer hereby confirms that they will provide such information and instructions in a timely way as reasonably required by Open Kitchen.

Information required for the timely and successful execution of Open Kitchen’s duties will include (but may not be limited to);

- Date of event
- Time guests intend to eat and / or drink at
- Number of guests
- Full delivery address including any access issues at venue
- Dietary requirements and allergy information for all guests
- Full company name, registered office address, and email details for invoicing

The Customer agrees to confirm all spec sheet details ***including all dietary and allergy information related to Event guests;***

- 3 working days (Monday - Friday) prior to the day of the event for “small events” (up to 20 people)
- 5 working days prior to the day of the event for “larger events” (more than 20 people)
- 10 working days prior to the day of the event for “large special events”, which include events of over 100 people, weddings, annual conferences, etc.

Notification of any changes in schedule, location, services or numbers must be made in a timely manner in writing (by email). Open Kitchen may not be able to meet the requirements of any changes to schedule, location, numbers, or dietary / allergy information provided after the cut off point (the timescales indicated in the previous paragraph). Open Kitchen will always try to accommodate changes in event specifics, but may on occasion need to charge an additional fee to accommodate changes requested close to or after the cut off point.

The Customer is responsible for acquiring all permits and necessary permission for all locations on which Open Kitchen will be performing services. The Customer hereby indemnifies Open Kitchen in respect of any actions brought against Open Kitchen because of failure by the Customer to properly advise of the requirements for permits and permissions.

Any kitchen that the Customer requires Open Kitchen to use must be clean, tidy and ready to use on the date of the Event.

DEPOSITS

A deposit may be required to secure the booking for the Customer. Deposits are non-refundable. Deposits may be transferable if the date of an event is moved, but more than 30 days notice must be given. In the case of large special events, a 25% non-refundable deposit is required to secure a booking.

DELIVERY FEE

A standard delivery fee is charged for each catered Event. The value of the fee is relative to the distance traveled and the current price of fuel. Delivery fees are regularly reviewed and will be subject to change.

DELIVERY TIMINGS

All reasonable endeavours will be undertaken to deliver goods at the quoted time, with a window of 30 mins before or after the agreed delivery time. Open Kitchen ask customers to provide the time that guests would like to eat at, and will then determine a delivery window before that time that will allow for travel and set up. Delivery of food may be up to 2 hours before the time that guests intend to eat for cold food, and up to 30 minutes before guests intend to eat for hot food.

STANDARD EQUIPMENT PROVIDED

Open Kitchen will provide all food and drink listed in the order specification sheet. If the catering is provided as a shared buffet, Open Kitchen will provide all serving utensils to allow guests to safely serve their own food.

Unless expressly ordered as part of a catered event, ***Open Kitchen do not provide;***

- Plates or cutlery - Open Kitchen offer a range of disposable and reusable crockery and cutlery, but these must be expressly ordered and charged for as part of an Event order. If no order is placed for crockery, cutlery or napkins, Open Kitchen will assume the Customer is providing these.
- Cups or glasses - unless expressly ordered.
- Tables or benches for food or drink to be placed on
- Any seating for guests
- Linens or any other forms of table or event dressing
- Serving staff are not provided as part of a standard catered Event. Open Kitchen can provide serving staff, bar staff, and / or kitchen staff for any event, but this must be expressly ordered as part of the Event specification, and will incur additional charges.

Open Kitchen are able to hire and offer crockery, cutlery, glassware, table linens, tables, chairs, tables decorations, and event staff, but will only do so if expressly asked to do so by the Customer. All items will incur an additional charge.

HIRE FEE AND DEPOSITS FOR HIRE OF OPEN KITCHEN REUSABLE CROCKERY AND CUTLERY

As a sustainability focused organisation, Open Kitchen encourage customers to shift from disposable to reusable crockery and cutlery. Open Kitchen offer reusable lightweight crockery and cutlery for customers to hire, which we deliver and collect.

Reusable crockery and cutlery is charged at £1 per person per Event for hire, with an additional £10 fee for collection of reusables at the end of the Event. These charges are the cost to the Customer for hiring reusable items, and are not refundable.

In addition to this, a holding deposit must be paid for the provision of reusables. This deposit is fully refundable on return of all items, and will be returned to the customer within 30 days. The holding deposit will be £50 for small events (up to 20 people), £150 for events up to 50 people, £300 for larger events, and will be issued on an event by event basis for large special events.

Any breakages or losses are chargeable at a rate of £4.50 per crockery item and £1.50 per cutlery item. All prices throughout this document exclude VAT.

WASTE

Open Kitchen is not responsible for clearing food or packaging waste from the site of Events, unless this is a service that is specifically ordered and listed on the order specification. An additional charge will be levied for the removal of all rubbish from an Event.

CANCELLATIONS

Cancellation must be made by the Customer in writing (by email) to bookings@openkitchenmcr.co.uk . Verbal cancellation will not be sufficient to terminate the contract.

The cancellations policy is as follows;

Small events (up to 20 people);

- Cancellations up to 5 working days prior to the day of the event will be given a full refund and will not incur any charges.
- Cancellations up to 3 working days prior to the day of the event will incur 50% of the event charge.
- Cancellations less than 3 full days prior to the day of the event will incur 100% of the event charge.

Larger events (more than 20 people);

- Any deposits paid are non-refundable and are not included in any refunds referenced below.
- Cancellations up to 10 working days prior to the day of the event will be given a full refund and will not incur any charges.
- Cancellations up to 5 working days prior to the day of the event will incur 50% of the event charge.
- Cancellations less than 5 full days prior to the day of the event will incur 100% of the event charge.

Large special events (e.g. events of over 100 people, weddings, annual conferences, etc);

- Any deposits paid are non-refundable and are not included in any refunds referenced below.
- Cancellations up to 30 working days prior to the day of the event will be given a full refund and will not incur any charges.
- Cancellations up to 15 working days prior to the day of the event will incur 50% of the event charge.
- Cancellations less than 10 full days prior to the day of the event will incur 100% of the event charge.

PRICING AND PAYMENT

In respect of all services provided by Open Kitchen under this contract the Customer agrees to pay the various fees set out on the order specification sheet or in the email sent to the Customer which confirmed the catering to be provided. All prices quoted are exclusive of VAT and any other applicable taxes or duties which will be charged at the prevailing rate where applicable. Open Kitchen reserves the right to amend prices at any time. Unless agreed differently standard payment terms will be payment within 30 days of invoice date.

FOOD SAFETY

Open Kitchen are not trained nutritionists, dieticians or medical doctors and do not provide medical or nutrition advice. By entering into this agreement with Open Kitchen, the Customer acknowledges and accepts that they are aware of this and that any medical, nutritional or dietary advice regarding food must be sought from appropriately qualified professionals. In addition, the Customer acknowledges and accepts that Open Kitchen does not make any warranties for any weight loss, medical or any other dietary programmes.

ALLERGENS

It is the Customer's responsibility to advise Open Kitchen if they or any other person who will consume the food provided has any food allergies or intolerances. Any such allergies/intolerances should be advised in writing (by email) and discussed with Open Kitchen who can advise on the best approach. An allergy sheet will be provided to the Customer that lists the presence of the 14 major allergens in each dish provided. The Customer is responsible for communicating this information to event guests. Event guests remain entirely responsible for their own health, safety and well-being at all events. If event guests have any specific allergies, intolerances or dietary requirements, it is their responsibility to make that requirement known to the Customer.

NUT ALLERGIES

Open Kitchen cannot guarantee that any menu is 100% free of any nut traces, as some ingredients purchased may have been produced in factories that make nut containing products. If a potential Event guest has a nut allergy severe enough that traces of nuts may cause them to become ill, none of our menus will be suitable for them.

USE OF FOOD FOLLOWING CATERED EVENTS

If the Customer chooses to save food that is left over from events to use at a later date, the Customer is entirely responsible for the safe storage and use of that food. Open Kitchen accept no responsibility for the food safety or hygiene of food beyond the timing of the Event it was intended for.

INTELLECTUAL PROPERTY

All Intellectual Property created by Open Kitchen during the execution of this contract is and shall remain the property of Open Kitchen. Unless confirmed in writing and signed by an authorised representative of Open Kitchen nothing in the terms of this contract shall vest any ownership rights in the Customer. Open Kitchen may use material created during the performance of this contract for their own publicity campaigns.

INSURANCE

Many venues now insist on proof of insurance before a contractor can enter the building. Some venues have a minimum cover requirement as well. It is the Customer's responsibility to understand these requirements at the venue chosen by them, and to advise Open Kitchen accordingly.

Open Kitchen is fully insured to perform the duties of an event catering service supplier in both public and private places but will not accept responsibility for any problems that arise if this insurance is insufficient for the venue chosen by the Customer because the Customer has failed to inform them of such requirements.

PERSONAL SAFETY

Open Kitchen reserves to right to terminate service and leave the location of the Event(s) if Open Kitchen team members experiences inappropriate, threatening, hostile or offensive behaviour from person(s) at the Event(s), or in the event that the safety of Open Kitchen's personnel is in question.

LIMITATION OF LIABILITY

Open Kitchen limits its liability to the maximum extent permitted by applicable law and we expressly exclude:

- Responsibility for compromised Event coverage due to causes beyond our control including but not limited to obtrusive guests, lateness of the Customer or guests, weather conditions, schedule complications, incorrect addresses provided to Open Kitchen or restrictions of the locations.
- Liability due to limitations imposed by the rules and guidelines of any public event location and site management. The Customer agrees to accept the results of the imposition of such rules and guidelines on Open Kitchen. Negotiation with site management for moderation of guidelines is the Customer's responsibility – Open Kitchen will offer technical recommendations only.
- Force Majeure: Open Kitchen shall not be liable for delay in performing or for failure to perform its obligations if the delay or failure results from any of the following: Acts of God; Outbreak of hostilities, riot, civil disturbance, acts of terrorism; The act of any government or authority (including refusal or revocation of any licence or consent); Fire, explosion, flood, fog or bad weather; Power failure, failure of telecommunications lines, failure or breakdown of plant, machinery or vehicles; Default of suppliers or sub-contractors; Theft, malicious damage, strike, lock-out or industrial action of any kind; Any cause or circumstance whatsoever beyond Open Kitchen's reasonable control.

HEALTH AND SAFETY

The Customer agrees to comply with all Health and Safety rules and requirements as defined by Open Kitchen at any time during the delivery of the Catering Services.

COMPLAINTS OR DISPUTES

Any complaints should be made in writing to the Bookings Manager (bookings@openkitchenmcr.co.uk) and Open Kitchen will endeavour to resolve complaints quickly and fairly.

The parties shall attempt to resolve any dispute arising out of or relating to this contract through negotiations between representatives of the parties, who have authority to settle such disputes.