

Open Kitchen at People's History Museum



Standard Terms & Conditions Updated Nov 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 at People's History Museum, 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 at People's History Museum, Left Bank, Manchester, M3 3ER.

"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
- Location of event within People's History Museum
- 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;***

- 5 working days (Monday - Friday) prior to the day of the event for “small events” (up to 20 people)
- 10 working days prior to the day of the event for “larger events” (more than 20 people)
- 15 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.

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.

Catering Timings

Open Kitchen operate both the cafe at People's History Museum, and provide in-house catering for all meeting rooms at People's History Museum. On some days our team might be preparing and serving refreshments, snacks and lunches for up to 150 people across multiple event spaces, and running a full cafe service. We will take full details of the timings of breaks and lunch periods

as part of any booking. If on the day of your event, your group makes impromptu changes to the timings of break, Open Kitchen may not be able to accommodate them. Our team will always be as flexible as we can, but if multiple events are taking place across the building, and the cafe is busy, our team may have to politely inform you that your allocated break or lunch slot is not able to be altered.

Standard Equipment Provided

As part of any catered event Open Kitchen will provide as standard;

- All food and drink listed in the order specification sheet
- All serving utensils for shared buffets
- All crockery and cutlery
- Water and glasses
- Cups and spoons to accompany refreshments
- Napkins
- Tables for food service are provided by People's History Museum, and arranged by our team as part of the catering service.

The following items are not provided as standard, but can be ordered as part of a catered event if notice is given;

- Bespoke seating or bespoke furniture
- Table decorations, flower arrangements or other venue dressing
- Linens, tablecloths or linen napkins
- Serving staff are not included in the prices stated on our menus. Open Kitchen can provide serving 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 bespoke crockery, cutlery, glassware, table linens, tables, chairs, table 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.

Cancellations

Cancellation must be made by the Customer in writing (by email) to pnmbookings@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 5 working days prior to the day of the event (or more) will be given a full refund and will not incur any charges.
- Cancellations made 3-5 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 10 working days prior to the day of the event (or more) will be given a full refund and will not incur any charges.
- Cancellations made 5-10 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 30 working days prior to the day of the event (or more) will be given a full refund and will not incur any charges.

- Cancellations made 15-30 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.

For smaller events, standard payment terms will be payment within 30 days of invoice date.

For larger and special events, payment of the full balance of will be required 7 days prior to the event. The Bookings Manager will inform the Customer in writing when payment must be received.

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, and to raise the issue with the Open Kitchen if they have any concerns or questions.

In relation to any food allergies, while we make every effort to meet our customers' dietary requirements, our food is prepared in kitchens where allergenic ingredients may be present. Some of our ingredients are produced by manufacturers where allergens may be present on the line, or in the factory. This means we cannot guarantee our products to be free from any traces of celery, crustacean, dairy, egg, fish, gluten from cereals, lupins, molluscs, mustard, peanut, nut, sesame, soya and sulphur dioxide.

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

Open Kitchen is fully insured to perform the duties of an event catering service supplier in both public and private spaces. Proof of insurance can be provided upon request.

Personal Safety

Open Kitchen reserves the right to terminate service and leave the location of the Event(s) if Open Kitchen team members experience 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, or schedule complications.
- 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 (phmbookings@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.