

T&Cs

Terms and Conditions: The purpose of these terms

These Terms and Conditions outline the services we supply to you and what you can expect as a customer of our business. They also detail how we may amend or terminate a contract and outline your rights as a consumer should you experience any issues. If there is anything in these terms you are unsure of, please contact us to discuss the matter further.

1. The Parties

DeliciousGraze is the trading name of Mangoberry whose registered office is Shrewsbury SY1 1DW. You are the Customer and hereinafter deliciousgraze and the Customer will be collectively referred to as 'the Parties'.

The Parties agree on the following definitions:

'Agreement' shall mean these terms and conditions

'Booking fee' shall mean the booking fee that is paid using the booking form

'Booking form' shall refer to the booking form we send you by email

'Customer' shall be the person, company or entity listed under 'Customer' on the booking form

'Event' shall mean the event you have booked us for whose location and timing is specified on the booking sheet

'Extras' shall mean any additional products or services which we have agreed to provide



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'Final payment' shall mean the final amount that is payable as explained on the booking form and as specified in clause 3 below

'Services' means the provision of wood-fired pizzas in the quantities described in the booking form and may include an oven, gazebo, tables, staff and napkins and plates

'Total Fee' shall mean the total amount of the booking fee plus the final payment

'Venue' shall mean the venue that has been booked or specified by the Customer

'Written or in writing' means communication sent by email to DeliciousGraze@gmail.com

2. Booking Fee

2.1 Once we have received the booking fee a binding contract will be entered into. In paying the booking fee, you will be deemed to have accepted the booking and to be bound by these terms and conditions.

2.2 The booking fee is a non-returnable deposit that is not refundable. We exercise the right to return or refund the booking fee to you at our sole discretion.

3. Final Payment

The final payment must be made no later than 6 days prior to the event.

4. VAT

All prices stated in the booking form are listed inclusive of VAT.



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5. Provision of Services

We will provide services at your event as defined in Clause 1 subject to us receiving payment of all sums due under this agreement.

6. Cancellation

Should you fail to make payment in accordance with this agreement, we reserve the right to cancel or suspend the provision of services. We aim never to have to cancel an event, but should such a situation arise we will provide you with written notice at least eight weeks prior to the date. If we are obliged to cancel on account of Clause 8.2 we will return your deposit within seven days of giving notice.

You reserve the right to cancel this agreement provided we are given at least eight weeks' written notice. In doing so however you acknowledge that:

Your booking fee will not be returned

We may charge you 40% of the total fee to account for loss of earnings due to other bookings we may have been obliged to turn down

If you wish to cancel this agreement without following the procedure outlined above, you acknowledge that you will be liable to pay the following charges:

50% of the total fee if you cancel this agreement less than eight weeks but more than four weeks prior to the event

75% of the total fee if you cancel less this agreement less than four weeks but more than two weeks prior to the event

iii. 100% of the total fee if you cancel this agreement less than two weeks before the event

Any payments that are due under clauses i, ii and iii above must be paid within seven days of us receiving notice of cancellation.



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7. Suspension of Services

We reserve the right to cancel or suspend the provision of services with immediate effect if:

You are found to be in breach of any of terms of this agreement
The customer, as a company, has had a winding up petition presented against it or has entered into administration, liquidation, receivership or an arrangement with its creditors

8. Amendments

8.1 We will do our best to accommodate revisions to the booking including increases and decreases in the number of portions, pizzas or covers that were specified. Be aware that any amendments you request will be accepted at our sole discretion only. Any amendments you wish to make must be submitted in writing.

8.2 Should attendance for your event be lower than expected or than listed on the booking form, we will not be obliged to provide a refund or reduction.

8.3 Should we agree to increase the number of portions, pizzas or covers as specified in clause 8.1 we will confirm the corresponding increased fee to you in writing. You will then be responsible for paying a pro rata increase in the booking fee to us within seven days of us confirming the increase. The final payment will also be increased pro rata and you agree to pay this.

9. Working Hours

Unless stated otherwise on the booking form, we will arrive at the venue approximately two hours before the start of the event and we will carry out services for no more than two hours unless we have previously agreed otherwise in writing.



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10. Venue Arrangements

10.1 You accept that it is your duty to liaise with the venue and to ensure that there are facilities in place for us to administer services. This includes ensuring that there is an area measuring at least 6×6 metres for us to be able to operate from.

10.2 You accept and agree that it is your duty to ensure we have use of a single phase single plug 240v power phase to connect our equipment at the venue in order to be able to provide services.

11. Timings

11.1 Any specific times mentioned in the booking form in regards to services or other arrangements pertaining to the event are estimates only.

11.2 If a delay to performing our services is caused by instructions or lack of instructions on your behalf, the time required for carrying out these services shall be extended by a reasonable period accordingly.

11.3 We are not responsible for delays outside our control including but not limited to heavy traffic and inclement weather. If our supply of services is delayed by events outside our control we will contact you as soon as possible to inform you. We will also take steps to minimise the effect of the delay where possible. Provided we have taken all reasonable measures to inform you of delays and to mitigate these, we will not be held liable for delays outwith our control.

12. Liability

12.1 The Customer shall be responsible for any loss or damage to our equipment or property caused by venue staff or event attendees (other than by us or our representatives).



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12.2 Any losses you may suffer on account of us breaching this agreement are limited to the total fee. This clause does not seek to limit or exclude our liability to you for any death or personal injury caused by our negligence or that of our employees, agents or subcontractors.

13. Assignment

13.1 Although it is unlikely, at our sole discretion and without your consent we may assign or sub-contract our obligations under this agreement. Should this occur, it will only occur on the understanding that the subcontractor provides a similar service of the same quality and at no extra cost to you.

13.2 To transfer your rights or obligations under this agreement to someone else you require our consent in writing.

14. Severability

Should a court find that part of this contract is illegal, the remainder of it will continue in force. Each of the clauses outlined on this page operates separately. If any court or relevant authority decides that any of these clauses or terms are unlawful, the remaining paragraphs shall remain in full force and effect.

15. Third Party Rights

This contract exists exclusively between us and you. No other individual or company has any rights under this contract (except in the case of someone you transfer your guarantee to under Clause 13.2).

16. Insurance

We undertake to provide public liability insurance at all times during the provision of our services.



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17. Contacting Us

You can contact us by telephone on 07794821727 or by email at DeliciousGraze@gmail.com. We will contact you using the contact details you entered on the booking form.

18. Jurisdiction

These terms are governed by English law and you may bring legal proceedings in respect of our services in the English courts.

19. Data

The personal information you provide to us will be used:

1. To supply services to you
2. To process your payments under this agreement
- iii. To provide periodic information about our products and services if you agreed to this on the booking form.



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