

# Terms & Conditions - Food Truck

(2024)



## “The Customer”

Means any person, body of persons, firm or company, as identified below, that the Company enters into a contract with for the provision of services.

## “The Company”

Means Kitchen of Kent Ltd. Company number 094600500, Unit 7, Larkstore Park, Lodge Road, Staplehurst, Kent, TN12 0QY.

## “The Deposit Invoice”

Means the invoice from the Company to the Customer, for the payment of the Deposit, including the Customer’s projected bill outlining the services that the Customer has booked and how much the customer will be charged.

## “The Event Sheet”

Means the event sheet completed, prior to the Customer paying the Deposit containing all known details of the Customer’s event or wedding.

## Acceptance of Terms & Conditions

Signed receipt of these terms and conditions or written acceptance by the Company of the Customer’s order and receipt of the Deposit by the Company, shall be deemed to constitute unqualified acceptance of these conditions. The signed terms and conditions confirm the Customer’s acceptance of these terms and conditions and constitutes a contract between the Customer and the Company, as at the date set out below.

## What is Included?

All food, a chef, serving staff (if required), kitchen equipment, paper napkins, disposable crockery & disposable cutlery are included in the quoted price. All other additional services such as glassware, linen etc. are not included unless the Customer has requested these items, and they are included on the Deposit Invoice and/or the Event Sheet. These requirements will be discussed and quoted for at the time of booking or as and when such services are requested by the Customer and added to the Deposit Invoice and/or the Event Sheet.

## Food Truck Locations Covered

The Food Truck can be booked for locations within a 40 mile radius of TN12 0QY.

## Accepted Online Booking Requests

This form is for events where the Customer is pre-paying for the majority of the guest's food (e.g. x100 burgers, x100 fries etc.)

If the booking is for an event where visitors are purchasing their own food on the day please contact Kitchen of Kent in advance to discuss footfall, requirements and to arrange booking terms.

Please also contact Kitchen of Kent directly if you wish to book the Brunch Food Truck Menu.

## Minimum Spend

There is a minimum spend of £1000.00 (including the £250.00 deposit) in order to hire the food truck.

## Cost and Payment

A deposit of £250.00 (the “**Deposit**”) along with the Customer’s acceptance of the terms and conditions as outlined above is required to secure the Customer’s booking of the services to be provided by the Company. If the Customer makes the booking less than 4 calendar weeks before the event or wedding the full balance is due immediately along with the Customer’s acceptance of the terms and conditions to secure the services required of the Company.

The Customer has the right to cancel this Agreement, in writing, within fourteen (14) days of the date hereof (“**Cancellation Period**”). Should the Customer cancel this Agreement within the Cancellation Period the Company shall refund the deposit within fourteen (14) days of receipt of the Customer’s notice to cancel this Agreement. If the Customer wishes to cancel after the Cancellation Period, the deposit will be non-refundable.

The balance of the final invoice is to be paid by the Customer no later than four (**4**) **calendar weeks** prior to the date of event or wedding, set out below and should the Customer cancel the wedding or event after the 4 calendar weeks, the customer will be liable for the full amount of the final invoice.

## Final Numbers

The price quoted for an event or wedding by the Company to the Customer is based on the original quoted numbers and style of event or wedding as stated on the Customer’s Deposit Invoice.

Kitchen of Kent reserves the right to set minimum numbers for the event at no greater reduction than 10% of the original numbers quoted on the Customer's Deposit Invoice or a minimum of 100 guests, whichever number is greater.

Final confirmed numbers and details are required four (4) calendar weeks prior to the event or wedding. After that date the Company will not accept any reduction in numbers however the Company may be able to cater for an increase in numbers provided that the Customer notifies the Company one (1) calendar week prior to the event or wedding. Any additional costs for an increase in numbers must be paid in advance and non-arrivals will be charged at full price.



## Menus

The Company reserves the right to adjust menus in accordance with seasonal and supplier product availability.

## Special Requirements

Vegetarians and special dietary requirements can be individually catered for. These details must be supplied at least four (4) weeks in advance of the event or wedding. Although the Company will go to great lengths to cater for those with allergies, we can never guarantee that a product will be 100% nut free.

## Conditions of Hire

The Customer shall be liable for any loss or damage caused by the Customer or their guests to equipment or property provided by the Company or its subcontractors.

## Access –

You will be required to ensure that we have access to the venue on the date and time agreed between us and you. You must inform us in advance if there are restrictions to access at the venue such as time restrictions, parking restrictions or car park height restrictions. It is your responsibility to make sure there is access to a water supply and electrical power.

## Unruly behaviour & removal of service –

In the event that any person or guest becomes abusive, threatens or carries out violence in any form (either verbal or physical) the services of Kitchen of Kent will be withdrawn in order to protect the safety of all people in the vicinity.

## Late Finishes

Additional staff charges will be incurred if any event runs over the time quoted on the event sheet.

**The Company holds full Public Liability Insurance and Employers Liability Insurance copies of which are available on request.**

## Force Majeure

The Company shall make reasonable efforts to perform their obligations under this contract but shall not be liable for any delay or other failure to perform any part of this contract as a result of factors outside of the Company's control. The Company reserves the right to pass any additional costs incurred from the Company's suppliers' or in-house expenses due to unforeseen demand, restrictions or requirements to fulfil the contract.

## Governing Law and Jurisdiction

This Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the jurisdiction of the English courts. Each Party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any proceedings and to settle any disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

**To accept these terms and conditions relating to the event/wedding on the date below, please sign and print your name and return at the same time you pay your 20% deposit to –**

Kitchen of Kent LTD, Unit 7 Larkstore Park, Lodge Road, Staplehurst, Kent, TN12 0QY / enquiries@kitchenofkent.co.uk

I the Customer hereby confirm that I have read and accept the terms and conditions set out above in relation to the event below.

Date of Event: \_\_\_\_\_

Your Full Names: \_\_\_\_\_

Invoice Number: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_