



Terms and Conditions for Supply of Services - Frew And Company Artisan Ice Cream Ltd

1. Who are we and our contact details

- 1.1. We are FREW AND COMPANY ARTISAN ICE CREAM LTD. We're a company registered in England and Wales with company number 10104942 whose registered address is at 73 Somerton Road, London, United Kingdom, NW2 1RU.
- 1.2. You can get hold of us in any of the following ways:
 - a. by telephoning us on 0333 335 5428;
 - b. by emailing us at hello@frewandco.com; or
 - c. by writing to us at 2 Mercia House, Denmark Road, London SE5 9EQ

- 1.3. We are not VAT registered, so all our prices do not include VAT. Quotes and invoices supplied by us do not show VAT.

2. What do these terms do and why are they important?

Please read these terms and conditions carefully before you place an order with us. They contain important information, including

- a. how we will supply you with the services that you have ordered
 - b. our payment terms and service delivery
 - c. the situations in which this contract may be amended or cancelled by you or by us
 - d. what you should do if there is a fault with the services which we have supplied to you
- as well as other matters.
- 2.1. If, in these terms and conditions, we say that either of us may contact the other in 'writing', then this means it can be by letter or by email.

3. Your personal information

For information about how we collect and use your personal information, please see our privacy notice which is available upon request or on our website.

4. Order Process and the Contract between you and us

When you place an order with us, the legal contract between you and us will only come into existence when we receive at least the required deposit and we tell you that we can supply the services to you which we will usually communicate in writing. If we tell you that we cannot supply the services to you for whatever reason, then we will not charge you for them. If we tell you that we are unable to supply the services, and we have already received payment from you, then we will promptly refund you for any services which we cannot supply to you, subject to the condition 4.1 below and the cancellation terms.

- 4.1. We may not be able to refund a deposit which has been paid if you wish to change your service substantially, or the date it is to be delivered, from what was originally agreed. We will always attempt to cater for any changes but sometimes we cannot do this, such as when a newly chosen date is not available. If this happens and you want a refund on what has been paid, we have the right to withhold the deposit. Further information is described in the cancellation terms.

5. Changes to services

- 5.1. If you would like to make a change to the services for which you have already placed an order, please contact us as promptly as you can. We will always be willing to discuss with you whether the change you would like to make is possible, and whether there are likely to be any changes to price, times for delivery, any suspension period whilst any changes are made, or any other consequences or changes arising from your request. If your requested change is possible, we'll ask you to confirm that you would like to continue with the change, to ensure that we're both clear on how we need to fulfil your request.
- 5.2. In some circumstances we may need to make minor changes to the services which you ordered. As these are minor changes and will not affect your use of the services we will not usually contact you about these. These minor changes are likely to be:
 - a. because we need update the services to implement a change in the law, or a regulatory requirement; and/or
 - b. because we need to make minor technical changes or enhancements, that will not affect your use or enjoyment of the services.

- 5.3. It is possible that exceptionally, we may need to make a more major change to the services. If these exceptional circumstances arise in relation to an order that you have placed with us, then we will contact you before we make the change to let you know. If you do not want to proceed with the change, you'll be entitled to cancel the contract and section 12.1 (cancellation terms) of these terms and conditions will apply.

The changes which we expect to fall under this section are:

- a. Lack of availability on bespoke products (such as agreed branding on the ice cream cart)
- b. Timing of the service
- c. Whether we can perform the service due to equipment or staff availability.

6. Payment details

- 6.1. The price of the services will be the price confirmed to you by email during the order process. Our prices do not include VAT as we are not VAT registered, so there is no VAT to pay. If we register for VAT at a later date you will pay the original price as confirmed during the order process.
- 6.2. We make all reasonable efforts to ensure that we do not make errors with the prices that we charge you. For example, before we accept your order, we usually try to check the price against our price list in force at the time of your order. However, if an error has been made, we will contact you to confirm how you would like to proceed (and if you want to cancel the contract section 12.1 of these terms and conditions will apply).
- 6.3. To secure your desired event date, a 20% non-refundable deposit is required to confirm your booking.

We accept payment by direct bank transfer. Payment details are on the quote or invoice documentation.

- 6.4. The remaining balance of the invoice is due 30 days prior to your event date.
- 6.5. If the balance is not paid within the 30 days prior to your event date, we will make best efforts to contact you to collect payment. If payment is still not paid 2 weeks prior to the event date then we may not deliver the service and we reserve the right to keep the deposit or any payments which has been paid.
- 6.6. If you are a corporate entity we may agree with you that you can pay 30 days net after the event date. We will provide you with an invoice showing the due date of the balance. Payment must be made prior to, or on this due date. If you are late with the payment you may be liable for interest and charges from us. We will make reasonable efforts to contact you and collect the balance. If you are late with payment, we will be entitled to charge 8% interest (per annum, calculated on a daily basis from the due date) on the outstanding balance, plus a £40 charge for each attempt we make at contacting or corresponding with you. If the balance is still outstanding 60 days from the event date then we will collect the balance through the courts at further cost to yourself.

7. Supply of services

- 7.1. We will agree with you a serving duration and start time before your event date. We may not be able to cater for you if you decide to change these details after we have agreed them, or you attempt to change them close to the event date. If we cannot agree a new duration and start time, then we may not be able to deliver the service and we may not provide any refund or replacement of services due to the changes you have requested.
- 7.2. We will contact you if we are delayed in supplying the services to you because of circumstances which are not within our control, such as traffic jams, shortages of ingredients or access issues.
- 7.3. If the reason for us not being able to deliver the service is due to an obligation of yours (as set out in section 9) then we may not deliver the service and we may not provide any refund or replacement of services.

8. Suspension

- 8.1. If something happens that means we must suspend the supply of the services to you, for example:
- a. to make minor technical adjustments or to resolve technical issues;
 - b. to update the services to implement a change in law or any relevant regulatory requirement, then we will contact you to let you know.
- 8.2. We will usually let you know in advance of any suspension unless it is an emergency, in which case we will let you know as soon as reasonably possible.
- 8.3. If we do suspend the supply of services due to a fault of our own, then we will either;
- a. Provide a refund;
 - b. Rearrange the service delivery date to one you agree with.

9. Your obligations

- 9.1. We will inform you during the order process of information which we need from you in order to supply you with the services. We will contact you to request this information.
- 9.2. If you don't provide us with this required information in a reasonable time, or if information which you give us is not accurate, we may cancel the contract (and the consequences set out in section 13.2 will apply), or we may charge you for the additional costs which we incur as a result.
- 9.3. If you don't give us required information within a reasonable time, we will not be liable to you if this causes a delay in supplying you with the services, or if we do not supply any part of them to you.
- 9.4. In order for us to deliver our service at your desired location, you are obliged to ensure the following;
- a. Allow easy, level access for the equipment and staff to the serving location. Level access means no stairs, as the ice cream cart and other equipment cannot go up and down stairs. If we are not serving on the ground floor, a suitably sized service lift which can carry our equipment must be accessible
 - b. A suitable, level working environment for our equipment and staff
 - c. Shelter from the weather, such as sun or rain as we do not bring our own shelter. All equipment must be sheltered from direct sunlight and other weather

- c. If there is extreme weather, such as temperatures over 33C or windy conditions, then we require access to indoors with a suitable environment where our equipment is safe and can work properly. Our equipment may not work in extreme weather such as over 33C
- d. Electrical power in the form of a standard, UK household 13amp plug socket to run the ice cream making equipment
- e. Hand washing facilities which is a legal requirement when serving food
- f. Parking for our vehicle
- g. Charges for parking or other vehicle charges must be covered by yourself, including the London Congestion Charge

10. If there is a fault with the services

- 10.1. We hope that you are satisfied with the services which we have supplied to you, but if there is a fault with them, then please contact us using the details set out in section 1.
- 10.2. We must supply services to you which meet your consumer rights.
- 10.3. This section 10.3 provides you with a summary of your consumer rights if there is a fault with the services which we have supplied to you. However, this is only a summary of your key rights. If you need more detailed information, you can contact Citizens Advice on www.citizensadvice.org.uk or you can call 03454 04 05 06, or you can contact your local Trading Standards Department. The Consumer Rights Act 2015 says:
 - a. You can ask us to repeat or fix a service if it's not carried out with reasonable care and skill, or get some money back if we can't fix it.
 - b. If you haven't agreed a price beforehand, what you're asked to pay must be reasonable.
 - c. If you haven't agreed a time beforehand, the services must be carried out within a reasonable time.

11. Our liability if you suffer loss or damage

- 11.1. If we do not comply with any section of these terms and conditions, or we do not use reasonable care and skill in supplying the services to you, then we are liable to you for loss and damage which you suffer and which we cause, so long as the loss or damage which is caused is foreseeable. Loss or damage is 'foreseeable' if it is obvious to a reasonable person that it will happen because of us breaking the contract, or if it is obvious that it might happen because of something you told us about when we entered into the contract.
- 11.2. We do not limit or exclude our liability to you, where we are not allowed to do so by law. This means that we do not limit or exclude our liability for death or personal injury due to our negligence (or negligence of our employees or subcontractors), for fraud, for breach of your legal rights in relation to the services (a summary of which is set out in section 10.3) or for providing you with defective items under the Consumer Protection Act 1987 (<https://www.legislation.gov.uk/ukpga/1987/43/contents>).
- 11.3. If we provide any advice to you, including in any instructions or manuals provided to you with the services, then you should follow these carefully. We will not be liable to you for any damage which is caused due to your failure to follow such advice or instructions.
- 11.4. We only supply services for private and domestic use. If you do use the services for business or commercial use, we will have no liability to you for loss of profit, loss of business, loss of opportunity or loss of goodwill.

12. Your rights to cancel the contract

- 12.1. If any of the following circumstances apply, you have the right to cancel this contract immediately:
 - a. we have informed you that there was an error with the price or the description of the services when you placed the order, and you now do not wish to proceed based on the correct price or description;
 - b. we have informed you that we need to make a major change to the services (see section 5.3) and you do not want to proceed with the change;
 - c. there is a significant delay in supplying the services to you, because of circumstances which are not within our control (see section 7.2);
 - d. we have informed you that we need to suspend the supply of services to you, for any of the reasons set out in section 8.1; or
 - e. you have some other legal right to cancel the contract because of something we have done.

If you do cancel the contract for any of the above reasons (section 12.1(a) to 12.1(e)) then we will provide you with a refund for any services which you have paid for but we have not yet supplied, or we may provide you with a refund for any services which have not been properly supplied to you.

- 12.2. If there is a fault with the services which we have supplied to you, please see section 10 of these terms and conditions.
- 12.3. If you are cancelling the contract for any other reason which is not set out in section 12.1, then the contract will end immediately and we will provide you with a refund under the following scale:
 - Within 14 days of event: 0% refund
 - 15 - 27 days prior to event: 40% refund on full balance paid
 - 28 days+ prior to event: 60% refund on full balance paid

13. Our rights to cancel the contract

- 13.1. If you don't comply with your obligations in these terms and conditions, we may cancel the contract. The following are examples of circumstances where we would consider that you have not complied with your obligations:

- a. you do not pay us on time and you do not pay us within 2 weeks of the event date;
 - b. you do not provide us with information which we have requested from you within a reasonable time (see section 9.1);
 - c. if we are supplying services at your property, you do not allow us entry to the property or the venue we are delivering the services does not allow us entry;
 - d. You do not fulfil one or more of your obligations to us, as listed in section 9.
- 13.2. If we cancel the contract because you have not performed your obligations (including those examples listed in section 9), we may not provide a refund to you. We may try and work with you to arrange a different date or location (subject to rebooking charges), or provide a partial refund but this is solely our decision to make.

14. General

- 14.1. We may transfer our rights and obligations under these terms and conditions to another organisation. We will only transfer our rights if we are incapable of providing the services we have promised to supply. For example, if we cannot provide our services due to equipment breakdown, we will attempt to sub-contract the work to another organisation to supply the services to an equal or better standard. We will contact you to request your permission for us to do this. If you do not wish to approve the transfer of our rights and obligations to another organisation, we will suspend the service and provide a refund as set out in section 8. Any transfer will not affect your rights under these terms and conditions.
- 14.2. You cannot transfer any of your rights or obligations under these terms and conditions to anyone else without first getting our consent in writing.
- 14.3. If a court decides that any part of these terms and conditions are invalid or unenforceable, the remaining sections of these terms and conditions will not be affected and will remain in place.
- 14.4. If we delay in exercising any right we have under the contract, this will not stop us from exercising that right against you at a later date.
- 14.5. Unless we transfer our rights and obligations to another organisation, then this contract is only between you and us. This means no other person or organisation is a party to this contract and they do not have any rights under the contract.
- 14.6. If there is ever any dispute between you and us, then it will be resolved using the law of England and Wales. If you live in England or Wales, we both agree respectively that proceedings will be brought in the English courts. However, if you live in Scotland, you can bring proceedings in Scottish or English courts and if you live in Northern Ireland you can bring proceedings in Northern Irish or English courts.
- 14.7. If you are dissatisfied with how we have handled your complaint you can refer the dispute to the European Online Dispute Resolution Platform (<https://ec.europa.eu/consumers/odr/main/index.cfm>)

ACCEPTANCE OF TERMS AND CONDITIONS

We accept the terms and conditions as set out by FREW AND COMPANY ARTISAN ICE CREAM LTD.

Order/Quote/Invoice reference:

Name of client(s):

Address of client(s):

Signature of client(s):

Date:

Name of authorised Frew and Company Artisan Ice Cream Ltd representative:

Signature of authorised Frew and Company Artisan Ice Cream Ltd representative:

Date:

MODEL CANCELLATION FORM (DISTANCE CONTRACTS)

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To FREW AND COMPANY ARTISAN ICE CREAM LTD, 73 Somerton Road, London, United Kingdom, NW2 1RU,

I/We [*] hereby give notice that I/We [*] cancel my/our [*] contract of sale of the following goods [*/for the supply of the following service [*/,

Ordered on [*/received on [*/,

Name of consumer(s),

Address of consumer(s),

Signature of consumer(s) (only if this form is notified on paper),

Date

[*] Delete as appropriate