



We are Hoggies Ltd a Company registered under number 12025056. Tax registration number 427 5651 82.

Registered office is at 29a Turbine Way, Swaffham, England, PE37 7XD

Email address: enquires@hoggies.co.uk

Telephone number 07827 913 523

These are the terms on which we provide and sell all services to you.
By ordering any of the services, you agree to be bound by these Terms and Conditions.

Disclaimer: You must read these terms and conditions.

Please read these terms and conditions carefully, as they set out the legal rights and obligations in relation to the goods and services provided by Hoggies Ltd. By accepting the Quotation and paying the appropriate deposits, you will have deemed acceptance of all the terms and conditions listed below.

1. Interpretation

- a. **'By Written Agreement'** means by letter, either handwritten or typed and / or email;
- b. **Customer** means an individual acting for purposes which are wholly or mainly outsider their trade, business, craft or profession;
- c. **Contract** means the legally-binding agreement between you and us for the supply of the Goods and Services;
- d. **Delivery Location** means the Supplier's premises or other location where the Services are to be supplied, as set out in the Order;
- e. **Goods** means any Goods that we supply to you with the Services, of the number and description as set out in the Order;
- f. **Hoggies Ltd** means the Supplier or us or we.
- g. **Order** means the Customer's order for the Goods and / or Services from the Supplier as set out in the Customer's Order or in the Customer's written acceptance of the Supplier's quotation;
- h. **Quotations** will be provided to every Customer giving the estimated cost for the Goods and/or Services they require.
- i. **Services** means the Services, including any Goods, of the number and description set out in the Order.
- j. **Service Time** means the set period of time that Hoggies Ltd will carry out their Services and / or provide their Goods.

2. Goods and Services

- a. A written Quotation for the Goods and Services required will be provided by Hoggies Ltd to the Customer after receiving a completed booking form.
- b. Provision of a Quotation is not confirmation that the booking has been accepted. You will need to confirm the booking in writing within 14 days of receiving the Quotation.
- c. All bookings of Goods and / or Services must be confirmed in writing by you.
- d. All Services are subject to availability and we will ensure to accommodate each request as accurately as possible.
- e. The description of the Goods and Services is as set out on our website, leaflet or other form of advertisement. Any description is for illustrative purposes only. There may be small discrepancies in size or colour of any Goods supplied. Where

Goods and Services are made to your special requirements, it is your responsibility to ensure that any information or specification provided is accurate.

- f. Any requests for additional Goods and / or Services must be made in writing 7 days before the booking. Any additional request made less than 7 days before the booking will not form part of the Contract to provide Goods and / or Services.
- g. We can only provide Services for roasting outdoors with our equipment.
- h. We do not take any leftovers with us. All leftovers will be transferred to foil trays and left for the customers use.
- i. Hoggies Ltd will not cook and / or serve items provided by the Customer which do not form part of the Contract.
- j. The Customer may provide alternative items not included in the Goods and Services as agreed by Hoggies Ltd but these are to be provided on a self-serve basis only and the Customer is responsible for provision of serving cutlery and dishes, unless otherwise expressly agreed.
- k. We do not accept liability for any items provided by the Customer that are not included within the Contract provided by Hoggies Ltd as agreed in the Quotation.

3. Our Responsibilities

- a. The Services provided by Hoggies Ltd are expressly written within the Quotation, along with further details found at our website: www.hoggies.co.uk.
- b. The Goods and Services supplied will be carried out to the standard a reasonable person can expect.
- c. Upon delivery, the Goods will:
 - i. Be of satisfactory quality;
 - ii. Be reasonably fit for purpose which, before the Contract is made, you made known to us (unless you do not rely, or it is unreasonable for you to rely, on our skill and judgment) and be fit for any purpose held out by us or set out in the Contract; and
 - iii. Conform to their description.
- d. Hoggies Ltd will act with care and skill when providing the Goods and Services quoted for but if there are any concerns with the Service provided, this must be brought to Hoggies attention immediately on the day of the booking and not less than 48 hours after the Goods and Services have been supplied.
- e. Hoggies Ltd will not accept any responsibility for any items that are not provided within the provision of Goods and Services as agreed and are under no responsibility to cook, clean or provide any items that are not included in the Contract.

4. Customer Responsibilities

- a. You must co-operate with us in all matters relating to the Services, provide us and our authorised employees and representative with access to any premises under

your control as required, provide us with all information required to perform the Services and obtain any necessary licenses and consents (unless otherwise agreed).

- b. It is the responsibility of the Customer to inform us of any food allergies when making a booking. Details of the food allergies must be conveyed in writing 14 days prior to the booking so adequate provision can be considered and made.
- c. Failure to comply with the above is a Customer default which entitles us to suspend performance of the Services until you remedy it or if you fail to remedy it following our request, we can terminate the Contract with immediate effect on written notice to you.

5. Access to premises

- a. Please note we have a limited ability to transport the equipment we require to fulfil the contract and so easy access to the premises is required. Should you have no side entrance, or you have any kind of obstruction near your access, we need to add an additional staff member to your booking to assist the chef carrying the equipment.
- b. Photos may need to be sent back to us with the booking form we send you. If you have any concerns, please send photos of the access & location to where we will be cooking. Dimension of any entry or door needs to be forwarded to us as well.
- c. We may request a site visit prior to agreeing to any booking to avoid disappointment. This will also apply to the size of the event or menu selection options. It is the Customers responsibility to advise on the condition of the premises and whether or not the access is limited. If you are in doubt, please discuss this prior to booking and request a site inspection.
- d. Our Hog Roast Machine is 78cm wide 1.4m high and 1.4m long. We require an open 3 x 4 meter space for our gazebo and machine.
- e. We require flat ground for our equipment. Should you require us to roast on any alternative surface we need to know in advance and may need a site visit to confirm safety of the location before booking. If we are not made aware of uneven ground before arrival the client takes on full liability and responsibility for any damages that might occur during the event. We will not be liable for any damages that might occur. We will arrive and need access to your venue at least 6 hours prior to serving time depending on the size of the booking. This will be discussed during your booking.
- f. The Customer is responsible for parking arrangements and costs on the day of the event. Please ensure there is somewhere close by where we can park our van. This will avoid any delays or disruption towards your event upon arrival and during packing up.

6. Provision of Services

- a. Hoggies Ltd will carry out the Services as detailed in the Booking Form and Quotation upon receipt of your written acceptance of the Quotation in accordance with clause 2b above.
- b. Hoggies Ltd Services will be provided within a set agreed time, the Service Time.
- c. The Service Time is to be agreed with the Customer at the time of booking.
- d. The Service Time may vary depending on the Services requested and the size of the Customer's event / booking.
- e. If there are any changes to the Service Time after booking, the Customer must provide notice in writing to Hoggies Ltd of the changes. Such notice is to be provided 7 days before the day of the event.
- f. If notice of a change to the Service Time is not provided by the Customer 7 days before the day of the event, and we provide our Services outside of the Service Time, we reserve the right to charge any Services provided outside of the Service Time at an hourly rate of £75 + VAT per hour.

7. Deposits

- a. To secure your event you will be required to pay a deposit of £180.00 inclusive of VAT. This is non-refundable. The deposit can be paid to us via online banking.
- b. Once you have received confirmation that your event is booked and you have paid your deposit, you agree to be bound by the terms and conditions set out herein.

8. Payment of Services

- a. The fees for the Services, the price of any Goods and any additional delivery or other charges are set out in our Quotation at the date of the Order or such other price as we may agree in writing. Prices for Services may be calculated on a fixed fee or on a standard rate basis.
- b. Payment for Services must be made at least 14 days in advance of the booking by BACS. Failure to make payment in full, may cause for your booking to be cancelled.
- c. Hoggies Ltd cannot accept payments made over the phone, by cheque or in cash.

9. Refunds

- a. We do not offer refunds after full payment for the Goods and Services has been made. By booking with us, you agree to our no refund policy.
- b. Deposit refunds for cancelled events are subject to the Directors discretion and fulfilment of replacement bookings.

10. Liability

- a. We are not responsible for any damage that may unintentionally occur should we need to access any building without an outdoor access. The Customer agrees to take on all responsibility & losses when we arrive.

- b. We are not responsible for any circumstance arising from the Customer failing to inform the Supplier of food allergies or intolerances.
- c. We do not exclude liability for death or personal injury caused by negligence or breach of the Supplier's other legal obligations.

11. Events out of our control

- a. We are not liable if performance of the Contract is prevented or hindered by any case outside of our control and in particular but without prejudice to the generality of the foregoing, by act of fire, flood, subsidence, sabotage, accident, strike or lock out and shall not be liable for any loss or damage resulting by the Customer.

12. Privacy

- a. Your privacy is critical to us. We respect your privacy and comply with the General Data Protection Regulation with regard to your personal information. These Terms and Condition should be read alongside, and are in addition to our policies, including our privacy policy and cookies policy which can be found at www.hoggies.co.uk. Or requested via email to enquiries@hoggies.co.uk.
- b. For the purposes of these Terms and Conditions:
 - i. Data Protection Laws means any applicable law relating to the processing of Personal Data, including, but not limited to the GDPR;
 - ii. GDPR means the UK General Data Protection Regulation; and
 - iii. Data Controller, Personal Data and Processing shall have the same meaning as in the GDPR.
- c. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
- d. Where you supply Personal Data to us so we can provide Services and Goods to you, and we Process that Personal Data in the course of providing the Services and Goods to you, we will comply with our obligation imposed by the Data Protections Laws:
 - i. Before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - ii. We will only Process Personal Data for the purposes identified;
 - iii. We will respect your rights in relation to your Personal Data; and
 - iv. We will implement technical and organisational measures to ensure your Personal Data is secure.
- e. For any enquiries or complaints regarding data privacy, you can e-mail: kat@hoggies.co.uk.

13. Complaints

- a. If the Customer has a complaint on the day of the booking. This complaint should be addressed with the Chef immediately.

- b. If this cannot be resolved on the day, then they should put the complaint in writing to Hoggies Ltd not more than 48 hours after the booking, who will try to resolve the matter amicably. Hoggies Ltd will take all endeavours to reach an agreement, fair to both parties.
- c. A full written response will be provided within 4 weeks.
 - a. If the complaint is not satisfied, in the first instance, both parties must consider alternative dispute resolution to reach a fair and amicable resolution.
 - b. Litigation through the Courts must be a last resort.

Please ensure that you have read these Terms and Conditions before accepting this agreement by paying the appropriate deposit. By accepting these Terms and Conditions you agree to the Contract and Quotation supplied, and you undertake to comply with all Terms and Conditions as mentioned above.