

CONSUMER TERMS & CONDITIONS

1. Introduction

- 1.1 These are the Terms and Conditions (“**Terms**”) of Find Me A Caterer registered as Yashenterprise Limited, a company incorporated in England and Wales under company number 09538816 whose registered office is at 20 Langley Road, Slough, England, SL3 7AB.
- 1.2 These Terms shall govern your use of our Website www.findmeacaterer.com (“**Website**”).
- 1.3 By using our Website, you accept these Terms in full. If you disagree with these Terms or any part of them, you shall not use our Website.
- 1.4 If you register with our Website, submit any material to our Website or use any of our Services, you expressly agree to these Terms.
- 1.5 Our Website and Services are not intended for use by infants, children or minors under the age of 18 years. You shall be at least 18 years of age to use our Website. By using our Website or agreeing to these Terms, you warrant and represent to us that you are at least 18 years of age.
- 1.6 Our Website uses cookies. By using our Website or agreeing to these Terms, you consent to our use of cookies in accordance with the terms of our [Privacy and Cookies Policy](#).

2. Definitions and Interpretation

- 2.1 “**Consumer**”, “**you**”, “**your**” shall mean an individual using our Website with the intent to request a quote and placing an Order;
- 2.2 “**Supplier**” shall mean an individual, partnership or a company which is contracted by us and agreed to serve the Orders they receive;
- 2.3 “**Consent**” shall mean a mutually agreed document based on the Consumer’s enquiry and Supplier’s quotation, this will be mutually accessible to both the Consumer and the Supplier after the event is marked “confirmed” by Consumer.
- 2.4 “**Delivery Location**” shall mean the Consumer’s premises or other location where the Services are to be supplied, as set out in the Order;
- 2.5 “**Durable Medium**” means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored;

- 2.6. **“Goods”** shall mean any goods that we supply to you with the Services, of the number and description as set out in the Order;
- 2.7. **“Order”** shall mean the Consumer order for the Services from the Supplier as submitted following the step by step process set out on the Website;
- 2.8. **“Privacy Policy”** means the terms which set out how we will deal with confidential and personal information received from you via the Website;
- 2.9. **“Services”** shall mean the services advertised on the Website, including any Goods, of the number and description set out in the Order;
- 2.10. **“Website”** shall mean our Website on which the Services are advertised.
- 2.11. **“Find Me A Caterer”, “us” and “we”** shall mean Yashenterprise Limited.

3. Services

- 3.1. To access certain features of the Website, you shall create a password-protected account.
- 3.2. You shall be solely responsible for safeguarding your Find Me A Caterer password and for all activity that occurs on your account, and you will notify Find Me A Caterer immediately of any unauthorised use. Find Me A Caterer is not liable for any losses by any party caused by an unauthorised use of your account, but you may be liable for the losses of Find Me A Caterer or others due to such unauthorised use.
- 3.3. If you are a Consumer, you will be asked about event-related queries and personal information about your event, which will then be sent to all caterers, housewives and freelance chefs around your postcode. You will receive notification of quote requests from event organisers, depending on your account settings.
- 3.4. The Website and its content are provided to you “as is”, and without any warranty of any kind. If you download or print a copy of our content for personal use, you shall retain all copyright and other proprietary notices contained thereon. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Find Me A Caterer or its licensors, except for the licenses and rights expressly granted in these Terms. You may not reproduce this Website or any of its content without our express prior written consent.
- 3.5. No party may assign, transfer or sub-contract to any third party the benefit and/or burden of the mutual consent without the prior written consent (not to be unreasonably withheld) of the other party.
- 3.6. No variation of the particulars of the event shall be effective unless both parties agree by a mutual consent in writing a variation on the particulars of the event.
- 3.7. Find Me A Caterer does not endorse any supplier and is also not a party to any Terms between or among Users or third parties.
- 3.8. No agency, partnership, joint venture, or employment is created between Find Me

ACaterer and any user as a result of these Terms or any user's use of any part of the Website, including but not limited to any event.

- 3.9. These Terms require anyone registering with us to provide accurate information. Find Me ACaterer will not undertake any additional checks and processes to verify the identities, backgrounds or credentials of the account holders. We also do not make any representations about, confirming, or endorsing any account holder or their purported identity, background or credentials, regardless of the specific services they are using.
- 3.10. You are responsible for all interactions with other users on our Website. We are not responsible for any damage or harm resulting from your interactions with other Consumers. We cannot verify authenticity of all the enquiries created on our Website. It is your responsibility to carry out due diligence before entering into any type of financial transactions.
- 3.11. We may display advertisements, third-party websites description or offers. These are not owned or controlled by Find Me A Caterer. We do not endorse or assume any responsibility for any such links, and if you access them, you do so at your own risk.
- 3.12. By using the Website, you understand and agree that any legal remedy or liability that you seek to obtain for actions or omissions of other users or other third parties will be limited to a claim against those particular users or other third parties. You agree not to attempt to impose liability on or seek any legal remedy from Find Me ACaterer with respect to such actions or omissions.
- 3.13. All Suppliers and Consumers understand and acknowledge that Find Me A Caterer is an online portal for providing Consumers and Suppliers a common platform to engage with catering enquiries and obtain quotes for services. We are not involved and related to any Supplier, Consumer or any particular event.

4. Supplier's Obligations

- 4.1. We recommend no amendment be made to the event after the Consumer and the Supplier have agreed their own contract. It is Supplier's and Consumer's responsibility to ensure all information is correct and agreed prior to the event.
- 4.2. The Supplier is obliged to:
 - a. co-operate with the Consumer in all matters relating to the Services;
 - b. provide, in a timely manner, any Equipment, materials and any information as the Consumer may reasonably require;
 - c. in the case of Equipment, the Consumer shall ensure that it is in good working order and suitable for the purposes for which it is used, and in the case of information, the supplier shall ensure that it is accurate in all material respects.
- 4.3. You shall inform the Supplier of all health and safety rules and regulations and any

other reasonable security requirements that apply at the Premises.

- 4.4. Consumers understand that submitting a valid quote request does not necessarily guarantee a response or that a suitable quote for event services will be received.

5. Personal information and Registration

- 5.1. When registering to use the Website you shall set up a username and password. You remain responsible for all actions taken under the chosen username and password and undertake not to disclose your username and password to anyone else and keep them secret.

- 5.2. We retain and use all information strictly under our [Privacy Policy](#).

- 5.3. We may contact you by using email, phone or other electronic communication methods and by pre-paid post and you expressly agree to this.

6. User Content

- 6.1. Find Me A Caterer will have the right to use the user content that you have uploaded on our Website to promote the Website or event services, or for any other purpose as we see fit.

- 6.2. You will be solely responsible for all user content that you make available on or through the Website.

- 6.3. We reserve the right, at any time and without prior notice, to amend, remove or disable User access privileges in regard to user content for any reason or no reason.

- 6.4. You agree that we may republish any information, graphics and data from your own Website and other marketing materials.

- 6.5. You agree that we may proofread, summarise or otherwise edit and/or withdraw Content provided by you, but we are not responsible or liable for the accuracy of your Content. You understand it remains your sole responsibility to monitor your User Content and ensure that such edited Content is accurate and consistent with your representations and warranties in these Terms.

7. User Restrictions

- 7.1. The following restrictions are applicable on all users and users shall not:

- a. use another person's account;
- b. contact or communicate with any other user for the purposes of organising, managing or facilitating events other than via this Website (except where communicate is regarding an event relating to an accepted quote request);
- c. instruct or engage a user, whether directly or indirectly, in regard to any future events outside this Website;

- d. misrepresent yourself or the event services required by you through the Website;
- e. misrepresent your identity or qualifications;
- f. misrepresent an event or other information in a quote request or seek quotes for non-existent events;
- g. post content in any inappropriate category or areas on the Website;
- h. use any automated system including but not limited to robots, spiders, offline readers, scrapers to access the Website or contact our Users for any purpose without our prior written approval;
- i. take any action that may unreasonably danger the website's infrastructure or interferes;
- j. bypass measures that are used to prevent or restrict access to the Website;
- k. circumvent, disable or otherwise interfere with security features of the Website;
- l. distribute viruses or any other technologies that may harm us or users;
- m. use the Website in a way that violates any copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights;
- n. circumvents or manipulates our fee structure or moneys owed to us.

8. Basis of Sale

- 8.1. The description of the Services and any Goods in our Website does not constitute a contractual offer to sell the Services or Goods. When a request for quote or Order has been submitted on the Website, we can reject it for any reason, although we will try to tell you the reason without delay.
- 8.2. The Order process is set out on the Website. Each step allows you to check and amend any errors before submitting the Order. It is your responsibility to check that you have used the ordering process correctly.
- 8.3. An event confirmation document will be formed for the Services ordered once you have identified and confirmed a Supplier. You shall ensure that the event confirmation is complete and accurate and inform the Supplier immediately of any errors. We are not responsible for any inaccuracies in the event confirmation placed by you. By confirming your event, you are agreeing to abide by the process and Supplier's recommendations. You will receive the event confirmation within a reasonable time after making the initial payment but in any event not later than the delivery of any Goods supplied under the event confirmation, and before performance begins of any of the Services.

- 8.4. Any quotation or estimate (as defined below) is valid as per the Supplier's specification from its date, unless the supplier or Find Me A Caterer expressly withdraw it at an earlier time.
- 8.5. No variation of the event confirmation, whether about description of the Services, Fees or otherwise, can be made after it has been entered into unless the variation is agreed by the Consumer and the Supplier in writing.
- 8.6. Our Services to all Consumers are completely free of charge. We also provide Consumers an option to pay the Supplier securely via our portal through the PayPal link. Making payments via Find Me A Caterer will ensure your Find Me A Caterer team will only realise a 20% deposit and the rest of the payment will be kept securely until the event is completed.

9. Fees and Payment

- 9.1. The fees ("**Fees**") for the Services, the price of any Goods (if not included in the Fees) and any additional delivery or other charges is that set out by the Supplier at the date you and the Supplier mutually agreed to the Order.
- 9.2. As a Consumer you do have an option to pay the Supplier directly or via your own dashboard. If you do pay via Find Me A Caterer's Website, the payment will be processed via PayPal. Find Me A Caterer will pay a 20% deposit to the Supplier as confirmation of event, the rest of the payment will only be made within 7 days after the completion of event.
- 9.3. Payments can be made directly to the Supplier, however, we do not accept any responsibility in relation to payments.
- 9.4. Any invoices shall be requested directly to the Supplier. Find Me A Caterer will only provide payment confirmation once payment is made on our Website.

10. Delivery

- 10.1. Find Me A Caterer do not take any responsibility on quality or delivery of any food requirements or services ordered to the Supplier via our Website. Consumers shall ensure delivery is agreed prior to confirming the events.
- 10.2. Find Me A Caterer can recommend Suppliers such as Deliveroo, however, this shall be arranged directly by the Consumer or the Supplier.

11. Change of Control

- 11.1. The Consumer may at any time during the term of the event confirmation request an increase or decrease in the volume of the Services, a change in the Specification, or the addition of new Services ("**Change Request**") by notifying the Supplier in writing of its requirements.
- 11.2. We recommend the Supplier give due consideration to any Change Request from

Consumer and shall, within 10 Working Days of receiving a Change Request from the Consumer:

- a. confirm its acceptance of the Change Request, without any further variation to the terms, in which case the parties shall execute a variation to the mutual consent as soon as reasonably practicable and the Supplier shall implement the Change Request accordingly; or
 - b. provide a written proposal for accepting the Change Request, subject to any variation that it reasonably considers necessary to the Services, the Specification or the Service Charges, including any new Services (Change Proposal) agreement date; or
 - c. if the Supplier believes it is not reasonably practicable to accept the Change Request, with or without any such variation, provide the Consumer with a written statement of its reasons for so doing.
- 11.3. Any Change Proposal provided by the Supplier under the above clause shall be based on the Service Charges or, if this is not appropriate, shall be a fair and reasonable quotation for the Change Request.
- 11.4. We recommend that the Consumer shall give due consideration to the Supplier's Change Proposal under the clause above and shall within 10 Working Days after receipt of the Change Proposal either give the Supplier a written notice accepting the Change Proposal (subject to or without further negotiation) or reject the Change Proposal. If the Consumer accepts the Change Proposal, the parties shall as soon as reasonably practicable execute a variation to their agreement and the Supplier shall implement the agreed variation.
- 11.5. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, provided that the Supplier gives the Consumer reasonable notice of such changes and that such changes do not materially affect the nature and scope of the Services or the Fees.

12. Withdrawal and cancellation

- 12.1. You may cancel or postpone the event as per your event confirmation or understanding with the Supplier. Find Me A Caterer has no control nor liability of you event is cancelled.
- 12.2. It is your responsibility to ask the Supplier for their cancellation terms prior to confirming the Order with the Supplier.
- 12.3. In the event of a dispute between the Consumer and the Supplier, you will have to resolve matters directly with the Supplier. Your contractual relationship and cause of action as a matter of law over the event is between you and the Supplier. Find Me A Caterer cannot intervene in a dispute nor has any influence over any party to such a contract.
- 12.4. The event confirmation by no means should be taken as a legal contract. Any terms

or termination or suspension shall be requested from the Supplier prior to confirming the event.

13. Circumstances beyond the control of either party

- 13.1. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from factors beyond the reasonable control of that party (“**Force Majeure Event**”).
- 13.2. Force Majeure Events shall include without limitation power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.
- 13.3. The party affected by a circumstance beyond its control shall use reasonable endeavours to mitigate the effect of the Force Majeure Event upon the performance of its obligations.
- 13.4. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a Force Majeure Event.
- 13.5. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under these Terms.

14. Termination

- 14.1. We do not hold any responsibility towards termination expressed by either the Consumer or the Supplier. Either party may terminate the Event by giving written notice to the other party if that other party:
 - a. does not pay any sum due to it under the Terms within 20 days of the due date for payment;
 - b. commits a material breach of the consent which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied);
 - c. persistently breaches any terms specified by the Supplier’s own terms; this shall be agreed separately by own mutual agreement outside Find Me A Caterer’s mutual consent.
- 14.2. Find Me A Caterer hold the right to terminate your account with or without cause at our absolute discretion and with or without giving you a prior notice at any time. We also hold the right to limit, block, suspend, deactivate or cancel your account in whole or in part.
- 14.3. If we feel that it is necessary for business to communicate to other users about your account termination, we will do so without informing you.

- 14.4. In case of account termination, you will not be able to claim any compensation, refund for subscription and any charges for any event that has not been completed.
- 14.5. You may deactivate your account at any time by logging into your dashboard and selecting account termination. Once your account is deactivated, Find Me ACaterer will have no responsibility towards the content you have posted to the Website, including, but not limited to, any reviews, nor will you be entitled to a refund of any fees paid.

15. Privacy

- 15.1. Your privacy is critical to us. We respect your privacy and comply with the Data Protection Act 2018 and all associated legislation, regulation and codes of practice with regard to your personal information.
- 15.2. These Terms should be read alongside, and are in addition to our policies, including our [Privacy and Cookies Policy](#).
- 15.3. For the purposes of these Terms:
 - a. **“Data Protection Laws”** shall mean any applicable law relating to the processing of Personal Data, including, but not limited to the Data Protection Act 2018 and Directive 95/46/EC (Data Protection Directive) also referred to as GDPR;
 - b. **“GDPR”** shall mean the General Data Protection Regulation (EU) 2016/679.
 - c. **“Data Controller”, “Personal Data”** and **“Processing”** shall have the same meaning as in the GDPR.
- 15.4. We are a Data Controller of the Personal Data we Process in providing the Services and Goods to you.
- 15.5. 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 obligations imposed by the Data Protection Laws:
 - a. before or at the time of collecting Personal Data, we will identify the purposes for which information is being collected;
 - b. we will only Process Personal Data for the purposes identified;
 - c. we will respect your rights in relation to your Personal Data; and
 - d. we will implement technical and organisational measures to ensure your Personal Data is secure.
- 15.6. For any enquiries or complaints regarding data privacy, you can contact our Data

PrivacyManager at the following email address:info@findmeacaterer.com.

16. Limitation of Liability– PLEASE READ THIS SECTION CAREFULLY

- 16.1. The Supplier is responsible for preventing any delays with any particulars as per the Consumer's event. Suppliers have full responsibility for their agents, sub-contractors, consultants or employees.
- 16.2. It is both the Supplier's and the Consumer's responsibility to ensure protecting the event particulars or any monies paid should any of the following occur:
- a. death or personal injury caused by its negligence;
 - b. fraud or fraudulent misrepresentation; or
 - c. any other liability which cannot be limited or excluded by applicable law;
 - d. loss of profits;
 - e. loss of sales or business;
 - f. loss of agreements or contracts;
 - g. loss of anticipated savings;
 - h. loss of or damage to goodwill;
 - i. loss of use or corruption of software, data or information;
 - j. any indirect or consequential loss.
- 16.3. The Supplier and the Consumer shall each maintain in force with a reputable insurance company insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees, in connection with the Services and shall, on either parties' request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.

17. Complaints

- 17.1. We try to avoid disputes by resolving any problems that you may have with our Services as quickly as possible.
- 17.2. Find Me A Caterer is acting as an online platform to connect Suppliers to Consumers. We shall have no responsibility for any Supplier's or Consumer's information, neither do we confirm or guarantee delivery of any product or Services agreed on our platform. The Consumer and the Supplier shall have full responsibility of any catering activities agreed via mutual consent.
- 17.3. You may submit any complaint to us in writing providing full details of why our

Services have failed to meet your expectations, why you believe that we are at fault and how we can make amends to our complaints manager at our offices by either raising a ticket via your dashboard or emailing info@findmeacaterer.com.

- 17.4. We will aim to respond to all complaints with appropriate solution within five (5) working days. If we are unable to reply in full within this timescale, we will acknowledge your complaint and provide an indication of when you can reasonably expect our full reply and solution.

18. Defective Services

- 18.1. The Supplier shall promptly notify the Consumer of:
- a. any delays or problems from time to time in the provision of the Services of which the Supplier becomes aware;
 - b. any circumstances from time to time which may prevent the Supplier from providing the Services in accordance with these Terms together with (where practicable) recommendations as to how such circumstances can be avoided; and
 - c. any complaint (whether written or not) or other matter which comes to its attention and which it reasonably believes may give rise to any loss by or claim against the Consumer or which may result in any adverse publicity for the Consumer.
- 18.2. The Consumer shall, without limiting any right or remedy of the Consumer, promptly report to the Supplier any defects in the Supplier's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of the Consumer.
- 18.3. Where any defect in the provision of the Services is reported to the Supplier by the Consumer or otherwise comes to the attention of the Supplier, the Supplier shall, without limiting any other right or remedy of the Consumer, use its reasonable endeavours to provide such further services as are necessary in Order to rectify the default as soon as is reasonably practicable.
- 18.4. The Consumer and the Supplier shall take appropriate measures such as event insurance to quality check prior to confirming any event. Find Me A Caterer cannot intervene in any details with the Consumer or the Supplier with regards to any enquiry.

19. Governing Law and Jurisdiction

These Terms shall be governed by the law of England and Wales whose Courts shall have exclusive jurisdiction to determine any disputes arising from them, including non-contractual disputes or claims.

-END OF DOCUMENT-