

Terms & Conditions

1. Definitions

In these conditions of sale:

- 1.1 "The Company" means Zebedee's Lunch Box.
- 1.2 "The Customer" means any nursery, company or person who has an agreement or places an order.
- 1.3 "Goods" means any food, equipment, display information which are supplied by the Company.
- 1.4 "Contract/Agreement" means a Contract/Agreement between the Company and the Customer for the supply of goods.

2. Description

Food and descriptions on our menus and general literature are subject to change due to product availability and other circumstances beyond our control. The Company shall notify the Customer as soon as practicable of any such changes.

3. Prices & Variation of Quotation

- 3.1 Prices quoted are correct at the time of quotation. The Company reserves the right to review the prices quoted at any time and will give reasonable notice of any increases. There is a price review every April.
- 3.2 Should any information or data supplied by the Customer to the Company prove to be incomplete or inaccurate in any respect, the Company reserves the right to make such amendments as may be necessary or cancel the quotation/order unless otherwise agreed in writing.
- 3.3 The prices quoted include delivery unless the Company has notified the Customer that an additional delivery charge will be made because of the geographical location.

4. Deposit

The deposit is to be paid in full and will be taken from the first direct debit payment. The deposit is held against any damage to any equipment that belongs to the Company. If the correct notice is given by the Customer and no damage has been sustained to the Company's equipment then the deposit will be refunded in full, upon the termination of this agreement.

5. Trial Period & Notice

- 5.1 The Company allows a paid trial period of four weeks by both parties. If after the four week trial period both the Customer and the Company are satisfied then an Agreement will commence.
- 5.2 Following the initial trial period, once the Agreement has commenced, four weeks written notice is required by either party to terminate the Contract/Agreement.

6. Title

Title in the goods remains with the Company until all sums due to the Company are paid by the Customer. In the event of non payment on the due date, for any reason, or should any of the forms of insolvency detailed in clause 11 (below) be commenced against the Customer, the Company shall have the right to require the Customer upon reasonable notice to return and deliver up the goods to them failing which they shall take legal proceedings to recover the goods or their value. This right shall be without prejudice to any other legal rights or remedies available to the Company.

7. Settlement Terms & Direct Debit

- 7.1 Unless otherwise specified in writing all sums payable in respect of goods supplied under any contract or agreement must be paid by direct debit within 14 days from the date which the invoice was raised.
- 7.2 Failure to pay by the due date shall entitle the Company to suspend further delivery.
- 7.3 The Company reserves the right at any time in its absolute discretion to demand immediate payment of any account whether due or not and to take legal action to recover the debt and costs.
- 7.4 If payment shall not be made in accordance with clause 8.1 above, the Company reserves the right to charge interest on overdue balances at the rate of 5% above HSBC base rate for the period from the date upon which payment shall have become due until the date upon which payment shall be made including any period after the date of any Judgement or Decree against the Customer.
- 7.5 In the event of any cheques, standing orders or direct debits from a Customer to the Company being dishonoured, a charge of £25.00 (or such other sum as the Company may from time to time advise the Customer) will be made on the Customers account to cover bank and administrative costs.
- 7.6 The Company reserves the right in its absolute discretion to refuse to grant credit.
- 7.7 The Company will not commence service without being in receipt of a completed direct debit form.

8. Risk

The risk of loss or damage to the goods delivered under this Contract/Agreement shall pass to the Customer upon delivery to the Customer's premises. Delivery under this condition shall be deemed to have been effected upon the delivery vehicle reaching the delivery site. The unloading of the delivered goods from the vehicle and the movement and storage of the said goods shall be the responsibility and at the risk of the Customer.

9. Delivery and Delay

- 9.1 Deliveries of goods to the Customer shall be in accordance with the Company's delivery schedule. The company reserves the right to alter customers usual time of delivery within reasonable notice.
- 9.2 Every effort will be made to deliver the goods by 12 noon. In the unlikely event of delay due to traffic delays, adverse weather conditions or other circumstances beyond the Company's control, the Customer will be contacted to inform them of the anticipated delivery time.
- 9.3 If due to circumstances beyond the Company's control, delivery of goods cannot be made by lunchtime the Customer will be notified.
- 9.4 In the event that the goods delivered to the Customer are incomplete or include incorrect goods, the Customer must notify the Company promptly. In any event the Company's liability for incorrect goods shall be limited to the price of the goods incorrectly delivered.
- 9.5 It is the Customer's responsibility to ensure that an appropriate person is available at all times during the delivery period. If the Customer is not available to receive the goods the Company shall leave notification of delivery and where the goods are perishable or cannot be resold, the Customer will be liable in full for the perishable goods and the cost of delivery.
- 9.6 If the Company has made every effort to deliver to the Customer, but delivery has been prevented by an "act of god" e.g. sudden floods, heavy snowfall or high winds then the Company will still charge the Customer for the delivery irrespective of whether the Customer receives the goods.

10. Ordering and Cancellation

- 10.1 Orders must be received by 12 noon the preceding Thursday and should be emailed to clientservices@zebedees.co.uk, alternatively they can be faxed, or handed to the driver. The Company must receive all such orders in a hard copy format and will not accept any responsibility for telephone orders.
- 10.2 Changes to the Customer's order will be permitted 24 hours in advance. Under the 24 hours it will be at the discretion of the Company.
- 10.3 Cancellation of Customers' orders will be permitted on not less than 48 hours notice. If less than 48 hours the Company reserves the right to charge a fee it finds reasonable to cover any costs (including any loss of profit) it deems reasonable.
- 10.4 Orders received after 12 noon the preceding Thursday cannot be guaranteed for delivery the following Monday.
- 10.5 Orders for perishable goods may not be cancelled after delivery.

11. Insolvency of Customer

In the event that:

- 11.1 The Customer makes any voluntary arrangement with its creditors, proposes to enter into Administration, is unable to pay its debts as they fall due, makes application to a court to suspend enforcement action against it, or goes into liquidation (in the event that the Customer is a Company) or becomes apparently insolvent, enters into a Trust Deed or voluntary arrangement for the benefit of its Creditors (in the event that the Customer is an individual firm), or if the equivalent occurs under any jurisdiction; or
 - 11.2 An encumbrance takes possession of, or a receiver or administrative receiver is appointed over, any of the property or assets of the Customer; or
 - 11.3 The Customer suspends any payments here under or ceases, or threatens to cease, to carry on business; or
 - 11.4 The Company reasonably considers that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly;
- then without prejudice to any other rights or remedies available to the Company. The Company shall be entitled forthwith to cancel the Contract/Agreement without any liability to the Customer and if goods have been delivered but not paid for, the price shall become immediately payable notwithstanding any previous agreement to the contrary.

12. Limitations of the Company's Liabilities

- 12.1 This condition is intended to exclude or limit the Customer's rights and remedies against the Company. It shall not give the Customer any additional rights and remedies and shall not affect the Customer's duty to mitigate any loss or damage.
- 12.2 The Customer's remedies against the Company for any breach shall be strictly limited to damages as limited by these conditions.
- 12.3 Nothing in these Terms and Conditions will restrict the Company's liability for death or personal injury resulting from the Company's negligence, neither will any of these terms restrict any of the Customer's statutory rights.
- 12.4 The Company shall not be liable to the Customer for damage or loss caused to the Customer's property which are caused by:
 - i the Customer or the Customer's employees or agents;
 - ii fair wear and tear; or
 - iii factors outside the reasonable control of the Company.
- 12.5 The Company shall not be liable under this Agreement for any loss or damage caused by the Company or their employees or agents in circumstances where:
 - i there is no breach for legal duty of care owed to the Customer or any third party by the Company or their employees or agents;
 - ii such loss or damage is not a reasonably foreseeable result of any such breach (losses are foreseeable if they could be contemplated by the Company and the Customer at the date the Contract is entered into);
 - iii any increase in loss or damage resulting from a breach by the Customer of any term of this Agreement or arising due to the Customer's acts or omissions.

12.6 The Company shall not be liable for any third party claims against the Customer.

12.7 The Company's liability shall not in any event include loss related to any business of the Customer such as lost profits, business interruption, lost opportunity, business losses or losses to non-consumers.

12.8 The liability of the Company shall not in any event exceed the price of the goods save where such increased liability would be a reasonably foreseeable consequence of the Company's breach.

12.9 It is the Customer's responsibility to notify the Company in writing of any specific dietary requirements, allergies, food intolerances or other such matters which may result in harm to the child and the Company shall not be liable for any claims against the Company in respect of these matters.

12.10 Nut products and nut derivatives are not used in any of our ingredients. However, the Company cannot categorically guarantee that any of the products from its suppliers have not come into contact with nuts or nut derivatives during the production or packaging process, and therefore cannot accept responsibility for any reaction that a child may have to its products. The Company will therefore not accept liability and will not be liable for any compensation claim arising from any incident involving a child's nut allergy.

12.11 The Company shall use all reasonable endeavours to ensure that the product breakdown relating to the goods provided is accurate. However, the Company will rely solely upon the information provided by its suppliers and will not further investigate the food product provided. Accordingly, the Company shall not be liable for any claim made against the Company arising from any inaccurate description or labelling of the product provided, save in the case of negligence on behalf of the Company.

13. Additional Terms

- 13.1 Placing of an order with the Company shall be conclusive evidence of the Customer's acceptance of these Terms and Conditions.
- 13.2 No forbearance or indulgence on the part of the Company in enforcing these Conditions shall in any way restrict, waive or prejudice any rights which the Company may have under these conditions or howsoever against the Customer.
- 13.3 It is intended that these conditions should represent the entire contract between the parties hereto and supersede all prior arrangements or communications (oral or written) between the parties with the exception of information or dates referred to in clauses 2 to 3. The Company intends to rely upon these written terms. If you require any changes, please make sure you ask for these to be put in writing. In that way, we can avoid any problems concerning what the Company and the Customer are expecting.
- 13.4 If any of the provisions of these Conditions are held to be invalid or unenforceable in whole or in part under any applicable statute or rule of law, they are to that extent deemed omitted and this will not affect the validity of the remaining Terms and Conditions which will continue to be valid and enforceable to the fullest extent permitted by law.
- 13.5 The Company shall incur no liability whatsoever for any breach of a Contract/Agreement occasioned by circumstances beyond its control or by reason of force majeure.
- 13.6 All disputes between the Company and the Customer arising or in relation to any Contract/Agreement shall be referred to arbitration in accordance with the provisions of the Arbitration Act 1996.
- 13.7 All Contracts/Agreements between the Customer and the Company for any goods shall be governed by the Laws of England.
- 13.8 Up to date Terms and Conditions are displayed on the Company website www.zebedees.co.uk and these supersede all other previous Terms and Conditions.