

Terms and Conditions of Red Oyster UK Limited

Introduction

These terms and conditions ("Terms") apply to all catering services ("Services") provided by Red Oyster UK Limited ("Company", "we", "us", "our") to you, the Client ("Client", "you", "your"). By requesting and using our Services, you agree to be bound by these Terms.

These Terms are intended to ensure both parties understand their rights and obligations and to provide clarity on the operation of our Services.

Service Description

Red Oyster UK Limited specializes in the provision of high-quality oyster catering services, including the supply of fresh oysters, professional shucking services, and related catering services ("Oyster Services").

Our Services may also include the provision of additional catering options, staff, and equipment as per the specific requirements of the Client.

Orders and Payments

To secure our Services, the Client must place an order by completing a booking form and providing all necessary details regarding the event, including date, location, number of guests, and specific service requirements.

A non-refundable deposit of 30% of the total service cost is required at the time of booking. The remaining balance is due 14 days prior to the event date.

Payment can be made via bank transfer, credit card, or other agreed-upon methods. Late payments may result in the cancellation of services or additional late fees.

Cancellation and Refunds

The Client may cancel the Services by providing written notice. If cancellation occurs more than 30 days before the event, any payments made beyond the deposit will be refunded. Cancellations within 30 days of the event will result in a 50% charge of the total service cost. Cancellations within 14 days of the event will not be eligible for a refund.

In the unlikely event that we must cancel our Services due to unforeseen circumstances, we will notify the Client immediately and provide a full refund.

Delivery and Execution

We will deliver and execute our Services in accordance with the details specified in the booking form. We commit to being punctual and maintaining the highest standards of service.

The Client must ensure that the venue is accessible, safe, and suitable for the delivery and execution of our Services. Any failure to do so may result in the inability to provide the Services or additional charges.

Quality and Safety

We adhere to the highest standards of food quality and safety. All oysters and related products will be sourced responsibly and prepared in accordance with health and safety regulations.

In case of any dissatisfaction with the quality of our Services, the Client must inform us within 24 hours of the event. We will investigate the matter and, where appropriate, offer a partial or full refund or other compensatory measures.

Liability

Our liability for any direct damages arising from our Services is limited to the total cost of the Services provided. We are not liable for any indirect, incidental, or consequential damages, including but not limited to loss of profit, data, or goodwill.

We maintain comprehensive public liability insurance. Details of our insurance coverage are available upon request.

Force Majeure

Neither party shall be liable for any failure to perform its obligations under these Terms if such failure is caused by a force majeure event. A force majeure event refers to any event beyond a party's reasonable control, including but not limited to natural disasters, acts of God, war, terrorism, embargoes, riots, or changes in laws and regulations.

In the event of a force majeure, the affected party shall notify the other party as soon as reasonably possible. The parties will then discuss in good faith how to proceed regarding the performance of the Services.

Intellectual Property

All intellectual property rights, including trademarks, service marks, trade names, and copyrights, related to our Services, promotional materials, and any works created in the course of providing the Services, are and shall remain the sole property of Red Oyster UK Limited.

The Client may not use any of our intellectual property without our prior written consent.

Complaints and Disputes

We aim to resolve any complaints amicably and efficiently. Complaints should be made in writing and sent to our contact address within 7 days of the event.

Any disputes arising under these Terms shall be resolved through negotiation between the parties. If a resolution cannot be reached, the dispute may be escalated to mediation or legal action, subject to the jurisdiction of the courts of England and Wales.

Changes to Terms

We reserve the right to modify these Terms at any time. The most current version of the Terms will be available on our website or provided upon request. Continued use of our Services after any such changes constitutes your acceptance of the new Terms.

Governing Law

These Terms and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims) are governed by and construed in accordance with the law of England and Wales.

Website Use

The website of Red Oyster UK Limited ("Website") is intended to provide information about our services and facilitate the booking of our catering services. The Website is for your personal and non-commercial use only.

You agree not to misuse the Website or its contents. Misuse includes, but is not limited to, unauthorized access or alteration of the Website, or any malicious or technologically harmful activity.

We endeavour to ensure that the information on the Website is accurate and up-to-date, but we do not guarantee its completeness or accuracy. We may update the Website and its content at any time without notice.

Data Protection and Privacy

In providing our Services and operating our Website, we may collect and process personal data about you. We are committed to protecting your privacy and handling your data in accordance with the General Data Protection Regulation (GDPR) and the Data Protection Act 2018.

The types of personal data we collect may include your name, contact details, payment information, and any other information necessary to provide our Services.

We use your personal data to process your bookings, manage your account, provide our Services, and for internal administrative purposes.

We may also use your data to communicate with you about our Services, including updates and promotional offers, if you have consented to receive such communications.

We will not share your personal data with third parties except as necessary to provide our Services, comply with legal obligations, or with your explicit consent.

You have the right to access, correct, or request the deletion of your personal data that we hold. You also have the right to withdraw your consent to our use of your data at any time.

Our Website may use cookies to enhance user experience. By using our Website, you consent to our use of cookies in accordance with our Cookie Policy, which is available on our Website.

Changes to Website and Data Use Terms

We reserve the right to modify the terms regarding the use of our Website and our data practices at any time. Such changes will be posted on our Website and will be effective immediately upon posting.

Governing Law for Website and Data Use

The use of our Website and any disputes related to privacy and data use are governed by and construed in accordance with the laws of England and Wales.

Final Provisions

These Terms constitute the entire agreement between the Client and Red Oyster UK Limited regarding our Services, Website use, and data protection. They supersede all prior agreements, understandings, negotiations, and discussions, whether oral or written, between the parties.

If any part of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions will continue in full force and effect.