Terms and Conditions

In ordering meals you are deemed to have read and agreed to the following terms and conditions:

The following terminology applies to these Terms and Conditions, "Client", "You" and "Your" refers to you, the person ordering meals, even if these meals have been ordered on the behalf of someone else.

Meals

Meals delivered are to be consumed on that day. We reserve the right to remove uneaten meals to avoid illness to customers and to retrieve our crockery.

Meal Availability

We strive to have a menu with good availability, however in some instances meals may be substituted. Unless the substitution is substantially different to the meal ordered and is a meal that is disliked by the user and has not been ordered before this meal will remain chargeable.

Returning crockery

Meals are delivered on crockery owned by Community Meal Care. Cutlery, napkins etc are the clients own. Plates and plastic tubs remain the property of Community Meal Care at all times and need to be returned on each repeat visit. Unreturned plates incur a fee of £3. Charges for damaged crockery are subject to management discretion. We kindly ask that plates are scraped off and plates are rinsed. Plates go through a dishwasher in the company kitchen.

Delivery

Residents must ensure that they can receive the meals by either opening the door or providing a keysafe number. In cases of no response the meal will be left outside (for delivery only customers) or relatives will be called to check that the resident is okay. (full service customers) These meals remain chargeable.

Cancellation Policy

Minimum 48 hours notice of cancellation required. Meals ordered and not cancelled with 48 hours notice will still be chargeable.

Termination of Agreements and Refunds Policy

Both the Client and ourselves have the right to terminate any Services Agreement for any reason, including the ending of services that are already underway. No refunds shall be offered, where a Service is deemed to have begun and is, for all intents and purposes, underway. Any monies that have been paid to us which constitute payment in respect of the provision of unused Services, shall be refunded.

Al Disclaimer

The Company brochure and website includes images and text created with AI to help illustrate our offerings. Whilst not exact photographs they are designed to be clear and highly accurate representations.

Payment

Cash, Cheque, Direct Debit, Bankers Draft or BACS Transfer are all acceptable methods of payment. Our Terms are payment on receipt of the invoice. Monies that remain outstanding by the due date will incur late payment interest at the rate of 2% above the prevailing Bank of England's base rate on the outstanding balance until such time as the balance is paid in full and final settlement. We reserve the right to seek recovery of any monies remaining unpaid sixty days from the date of invoice via collection Agencies and/or through the Small Claims Court. In such circumstances, you shall be liable for any and all additional administrative and/or court costs.

Returned cheques will incur a £10 charge to cover banking fees and administrative costs. In an instance of a second Returned cheque, we reserve the right to terminate the arrangement and, if agreed to, we shall insist on future cash or bank transfer transactions only.

Where the client has opted to pay by Direct Debit no invoice will be sent. Where the client has signed up to pay by Direct Debit but requested that an invoice is sent this will incur a £1 charge per invoice. Direct Debit payments are taken by an independent payment platform called GoCardless who charge Community Meal Care for its use.

Typically we allow up to 10 minutes per appointment for full service clients and 3 minutes for delivery only clients which should be ample to provide the service orders. We understand that sometimes things go wrong and we're here to help if they do. If an emergency situation or cause for concern and welfare arises meaning our appointment exceeds these allowances, a charge of £12.50 per 15 minutes will apply.

Force Majeure

Neither party shall be liable to the other for any failure to perform any obligation under any Agreement which is due to an event beyond the control of such party including but not limited to any Act of God, terrorism, war, Political insurgence, insurrection, riot, civil unrest, act of civil or military authority, uprising, earthquake, snow, flood or any other natural or man made eventuality outside of our controls, which causes us to be unable to complete our service.

General

The laws of England and Wales govern these terms and conditions. By undertaking a booking you consent to these terms and conditions and to the exclusive jurisdiction of the English courts in all disputes arising out of such access. If any of these terms are deemed invalid or unenforceable for any reason (including, but not limited to the exclusions and limitations set out above), then the invalid or unenforceable provision will be severed from these terms and the remaining terms will continue to apply. Failure of the Company to enforce any of the provisions set out in these Terms and Conditions and any Agreement, or failure to exercise any option to terminate, shall not be construed as waiver of such provisions and shall not affect the validity of these Terms and Conditions or of any Agreement or any part thereof, or the right thereafter to enforce each and every provision. These Terms and Conditions shall not be amended, modified, varied or supplemented except in writing and signed by duly authorised representatives of the Company.

Notification of Changes

The Company reserves the right to change these conditions from time to time as it sees fit and your continued use of service will signify your acceptance of any adjustment to these terms. If there are any changes to our privacy policy, we will announce that these changes have been made on our home page and Facebook.

Office Address: Orchard House, 10 Wolverhampton Road, Kidderminster, DY10 2UR

These terms and conditions form part of the Agreement between the Client and ourselves. Your undertaking of a booking indicates your understanding, agreement to and acceptance, of the Disclaimer Notice and the full Terms and Conditions contained herein. Your statutory Consumer Rights are unaffected.

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