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CATERING AGREEMENTS (B2C)

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**THIS AGREEMENT** is made the

**BETWEEN:**

(1) <<Name of Catering Company>>], a <<insert trading name if different from company name>>], Sole Trader, Partnership, LLP, Private Limited Company, Limited Liability Partnership, or a company registered in England under number <<insert registration number>>] [,with its registered office at <<insert registered address>>] and] whose main trading address is <<insert trading address>>] (“the Caterer”) and

(2) <<Name of Customer>> of <<insert address>> (“the Customer”)

**WHEREAS:**

(1) The Caterer provides food and catering services to consumer clients and has reasonable skill, knowledge and experience in this field.

(2) The Customer wishes to purchase food and catering services subject to the terms and conditions of this Agreement.

(3) The Caterer agrees to provide food and catering services to the Customer, subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

1.1 In this Agreement, unless otherwise requires, the following expressions have the following meanings:

“**Business Day**” means any day (other than a Saturday or Sunday) on which the Caterer provides their full range of normal catering services; <<insert address>>;

“**Calendar Day**” means any day;

“**Catering Services**” means the services which are to be provided by Us in accordance with the Order (and confirmed in Our Order Confirmation);

“**Commercial Unit**” means, in this case, the Food) where the value of the goods would be materially affected; <<insert address>>;

“**Contract**” means the provision of Catering Services as set out in the Order (and confirmed in Our Order Confirmation);

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“Deposit” means the amount made to Us under sub-Clause 4.3

“Event” means the event for which the Catering Services are provided as detailed in Schedule 1;

“Food” means the food and beverages that we will provide as part of the Catering Services

“Price” means the price for the Catering Services as fully detailed in Schedule 1

“Order” means an order for Catering Services as detailed in Schedule 1

“We/Us/Our” means the Company and includes all employees and agents of the Company

“You/Your” means you

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1.2 Each reference in this Agreement to “writing” and any similar expression includes electronic mail or sent by e-mail, [text message,] fax or other means.

1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision in force at the relevant time.

1.4 Each reference to “this Agreement” and each reference to its Schedules as if they were one document is a reference to this Agreement and each of its Schedules as if they were one document at the relevant time.

1.5 Each reference to a schedule to this Agreement is a reference to a schedule to this Agreement.

1.6 The headings used in this Agreement are for convenience only and shall have no effect upon the interpretation of this Agreement.

1.7 Each reference to the singular includes the plural and vice versa.

1.8 Each reference to a gender includes the other gender.

1.9 References to persons include corporations and other legal entities.

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**2. Information About Us**

2.1 <<insert name of Company>> (the “Company”) is a company registered in England and Wales under number <<insert company number>> (the “Company Number”) and its registered address is <<insert registered address>>. <<insert trading name if different from company name, e.g. Sole Trader, Partnership, LLP, etc.>> [registered in England and Wales under number <<insert company number>>] [,whose registered address is <<insert registered address>>] and its main trading address is <<insert trading address>>.

2.2 [Our VAT number is <<insert VAT number>>].

2.3 [We are regulated by <<insert regulator(s)>>].

2.4 [We are a member of <<insert association(s) etc.>>].

2.5 [<<Insert further information>>].

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**3. The Contract**

3.1 This Agreement governs the provision of Catering Services by Us and you. Before signing this Agreement,

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please ensure that part of this Agreement

ally. If You are unsure about any verification.

3.2 A legally binding contract will be created upon our mutual acceptance of this Agreement.

and You will be created upon our acceptance by Us and You signing this Agreement.

3.3 By signing this Agreement, You hereby acknowledge that We have given or made available to You information (save for where such information is already available to You in the context of the transaction):

by signing this Agreement, You hereby acknowledge that We have given or made available to You information (save for where such information is already available to You in the context of the transaction):

3.3.1 The main characteristics of the Catering Services and the Food;

the main characteristics of the Catering Services and the Food;

3.3.2 Our identity and contact details (as set out below in Clause 9);

Our identity and contact details (as set out below in Clause 9);

3.3.3 The total Price of the Catering Services and the Food including taxes and levies, or, if the nature of the services is such that the Price cannot be calculated, the method in which it will be calculated;

The total Price of the Catering Services and the Food including taxes and levies, or, if the nature of the services is such that the Price cannot be calculated, the method in which it will be calculated;

3.3.4 The arrangements for the performance and the time by which (or within which) the Catering Services and the Food will be provided;

The arrangements for the performance and the time by which (or within which) the Catering Services and the Food will be provided;

3.3.5 Our complaints handling policy;

Our complaints handling policy;

3.3.6 Where applicable, any applicable guarantees;

Where applicable, any applicable guarantees;

3.3.7 The duration of the Agreement, or if of indefinite duration, the conditions for termination;

The duration of the Agreement, or if of indefinite duration, the conditions for termination;

3.3.8 We shall ensure that the Catering Services (the Food) are supplied in accordance with the Contract.

We shall ensure that the Catering Services (the Food) are supplied in accordance with the Contract.

3.4 You may change the Event before the Event begins. We will use our reasonable endeavours to accommodate any requested changes but cannot guarantee that We will incur higher costs to proceed before the Event without Your express agreement.

You may change the Event before the Event begins. We will use our reasonable endeavours to accommodate any requested changes but cannot guarantee that We will incur higher costs to proceed before the Event without Your express agreement.

3.5 You may cancel Your order [up to <<insert time period>>] (including any deposit already made any part of the Deposit), the Deposit, the Catering Services and the Food as soon as is reasonably possible, and in any event no later than 14 Calendar Days of Our acceptance of Your order. [If You cancel after this time period, please refer to Clause 9.]

You may cancel Your order [up to <<insert time period>>] (including any deposit already made any part of the Deposit), the Deposit, the Catering Services and the Food as soon as is reasonably possible, and in any event no later than 14 Calendar Days of Our acceptance of Your order. [If You cancel after this time period, please refer to Clause 9.]

3.6 We may cancel Your order if we are unable to provide the Catering Services or due to the occurrence of an event of force majeure, or if such cancellation is necessary for the health, safety or good order of the Event. If You have paid a deposit, the deposit (and any other amounts paid) will be refunded as soon as is reasonably possible, but not limited to the amount of the deposit. We will inform You of the cancellation as soon as is reasonably possible.

We may cancel Your order if we are unable to provide the Catering Services or due to the occurrence of an event of force majeure, or if such cancellation is necessary for the health, safety or good order of the Event. If You have paid a deposit, the deposit (and any other amounts paid) will be refunded as soon as is reasonably possible, but not limited to the amount of the deposit. We will inform You of the cancellation as soon as is reasonably possible.

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#### 4. Price and Payment

- 4.1 The Price payable for the Catering Services is detailed in Schedule 2.
- 4.2 All Prices shown in the Schedule 2 are inclusive of VAT. If the rate of VAT changes between the date of the Catering Services and the date of Your payment, We will adjust the rate of VAT accordingly. Changes in VAT will not affect any other terms of the Catering Services. All Prices where We have provided the Catering Services are payable in full from You.
- 4.3 Before We begin providing the Catering Services, You will be required to pay a Deposit of £<<insert percentage>>% of the total Price for the Catering Services. The date of payment of Your Deposit is <<insert date>>.
- 4.4 In certain circumstances, if the Catering Services are cancelled, Your Deposit may be refunded in whole or in part. The amount due will be calculated based upon the Price for the Catering Services and the amount of work (if any) already undertaken. Please refer to clause 9 for details of cancellation.
- 4.5 The balance of the Price for the Catering Services] OR [on a <<insert frequency>> basis in [advance] OR [arrears] during the Catering Services].
- 4.6 We accept the following methods of payment:
- 4.6.1 <<insert type of payment method>>
  - 4.6.2 <<insert type of payment method>>
  - 4.6.3 <<insert type of payment method>>
  - 4.6.4 <<insert type of payment method>>
  - 4.6.5 <<add more payment methods if required>>.
- 4.7 [Credit and/or debit card payments are accepted. The <<insert point at which a card will be charged>>.]
- 4.8 If You do not make payment of the Price by the due date as shown on the relevant invoice, We may charge interest on the overdue sum at the rate of <<insert percentage>> per annum above the base lending rate of <<insert bank name>>. Interest will accrue on a daily basis from the due date of payment of the overdue sum, whether or not the overdue sum is due when paying for the Catering Services. Your Event begins, the date of payment of the Price is required before the Catering Services. If this occurs, We will retain Your Deposit and demand payment for any part of the Price for the Catering Services provided (including, but not limited to, the purchase and provision of the Catering Services).
- 4.9 The provisions of sub-clause 4.8 shall not apply if You have promptly contacted Us to dispute an invoice. Interest will accrue while such a dispute is ongoing.

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#### 5. Providing the Catering Services

- 5.1 As required by law, We will provide the Catering Services with reasonable skill and care, consistent with the standards in the catering market, and in accordance with the terms of the Catering Services and about Us. We will provide the Catering Services in accordance with the standards provided by Us about the Services.
- 5.2 [Subject to the receipt of the Price] We will provide the Catering Services in accordance with the standards provided by Us about the Services.

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- Services in accordance with the Contract.
- 5.3 We will continue to provide the Catering Services for [a period] OR [an approximate period]
- 5.4 We will make every effort to provide the Catering Services on time (and in accordance with the Contract in Schedule 1). We cannot, however, be held responsible for any delay or non-performance if an event outside of Our control occurs. Please see Clause 5.5.
- 5.5 If We require any information from You in order to provide the Catering Services, We will request this as soon as is reasonably practicable.
- 5.6 If the information or materials provided to Us under sub-Clause 5.5 is delayed, incomplete or otherwise defective, We shall not be responsible for any delay or non-performance required from Us to correct or compensate for a delay or non-performance as a result of incomplete or otherwise defective information or materials. We may charge You a reasonable fee for the cost of the delay or non-performance. We may charge You an additional sum for the cost of the delay or non-performance.
- 5.7 We follow all relevant food safety and hygiene regulations at all stages of food preparation, including, but not limited to, storage, handling and transport.
- 5.8 If We are delivering the Food to You, We shall ensure that all Food is transported in a suitable vehicle.
- 5.9 We will deliver [and make available for collection] the Food at the time and date specified in Schedule 1. If You are requesting the Food from Us, We will deliver the Food on the date specified in Schedule 1.
- 5.10 Delivery of the Food to You shall be deemed to have taken place when the Food has been delivered to the person named in Schedule 1 and You (or someone identified in Schedule 1) are in physical possession of it. If You are not in physical possession of it, delivery shall be deemed to have taken place when You have collected the Food from Us.
- 5.11 The responsibility for the Food remains with Us until delivery is complete and You have collected the Food from Us.
- 5.12 Title to the Food passes to You when We have received payment in full.
- 5.13 Please note carefully the following provisions:
  - 5.13.1 If We refuse to deliver the Food to You for reasons other than Your failure to pay any and all amounts due to Us (including a material breach of this Agreement), You may treat this Agreement as terminated at an end and, irrespective of any provisions to the contrary, We will reimburse You the amount of the Contract Price and any other amounts paid in any event within 14 Calendar Days of the date of termination or cancellation.
  - 5.13.2 We recognise that the timely delivery of the Food at the agreed time and date will be essential to Your business. If We fail to deliver the Food on time, You may treat this Agreement as terminated at an end and, irrespective of any provisions to the contrary, We will reimburse You as soon as is practicable, but in any event within 14 Calendar Days of the date of termination or cancellation.
- 5.14 Where the Food is delivered to You at a Commercial Unit, You may only reject or cancel all or part of the Food if it is not as described in the Contract.

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6. Problems with the Catering Services

6.1 We always use reasonable care to ensure that the Catering Services is trouble free. If there is a problem with the Catering Services We request that You contact Us as soon as is reasonably possible [(You do not need to pay for the cost of Us investigating this case)].

6.2 We will use reasonable care to resolve any problems with the Catering Services as quickly as is reasonable and practical.

6.3 We will not charge You for any problems under this Clause 6 where the problems have been caused by Our agents or employees or subcontractors or where We determine that a problem has been caused by information or action provided or taken by You, subcontractors or suppliers. We may charge You for remedial work.

6.4 As a consumer, You have certain legal rights with respect to the purchase of goods and services. For full details of these rights and guidance on exercising them, it is recommended that You contact your local Citizens Advice Bureau or Trading Standards. If the Catering Services are not of satisfactory quality, or if that is not due to Your fault, or if that is not due to a reduction in price, You have the right to request repeat performance within a reasonable time without charge or to a reduction in price. If the Catering Services do not match the information provided about them, or if that is not due to a reduction in price, You have the right to request repeat performance within a reasonable time without charge. If You are concerned about Us (with respect to the Catering Services), You have the right to request repeat performance within a reasonable time without charge. If You are concerned about Us (with respect to the Catering Services), You have the right to request repeat performance within a reasonable time without charge. If You are concerned about Us (with respect to the Catering Services), You have the right to request repeat performance within a reasonable time without charge. If You are concerned about Us (with respect to the Catering Services), You have the right to request repeat performance within a reasonable time without charge.

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7. Our Liability

7.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence or as a result of Our Agreement or as a result of Our

Legal Rights

that Our provision of the Catering Services is a problem with the Catering Services as soon as is reasonably possible [(You do not need to pay for the cost of Us investigating this case)].

problems with the Catering Services as quickly as is reasonable and practical.

problems under this Clause 6 where the problems have been caused by Our agents or employees or subcontractors or where We determine that a problem has been caused by information or action provided or taken by You, subcontractors or suppliers. We may charge You for remedial work.

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the loss or damage that You may suffer as a result of Our negligence or as a result of Our Agreement or as a result of Our

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negligence (including  
or damage is foreseeable  
negligence or if it is  
We will not be responsible

, agents or sub-contractors). Loss  
is the consequence of the breach or  
and Us when the contract is created.  
damage that is not foreseeable.

7.2 We provide Catering  
make no warranty  
commercial, business  
By entering into this  
Services for such purposes  
loss of business, or  
opportunity.

and private use (or purposes). We  
the Catering Services are fit for  
of any kind [(including resale)].  
that You will not use the Catering  
liable to You for any loss of profit,  
or for any loss of business

7.3 [If We are providing  
damage, We will make  
are not responsible  
that We may discover

Your property and We cause any  
at no additional cost to You. We  
loss or damage in or to Your property  
Catering Services.]

7.4 Nothing in this Agreement  
personal injury caused  
agents or sub-contractors

will not seek to  
or limit Our liability for death or  
(including that of Our employees,  
fraudulent misrepresentation.

7.5 Nothing in this Agreement  
perform the Catering  
with information provided

will not seek to  
or limit Our liability for failing to  
reasonable care and skill or in accordance  
Catering Services or about Us.

7.6 Nothing in this Agreement  
consumer. For more  
Citizens Advice Bureau

will not seek to  
or limit Your legal rights as a  
rights, please refer to Your local  
Council Office.

**8. Events Outside of Our Control**

8.1 We will not be liable  
under this Agreement  
beyond Our reasonable  
power failure, internet  
industrial action by  
flood, storms, earthquakes  
actual), acts of war  
for war), epidemic or  
Our reasonable control

may occur in performing Our obligations  
delay results from any cause that is  
reasons include, but are not limited to:  
power failure, strikes, lock-outs or other  
other civil unrest, fire, explosion,  
acts of terrorism (threatened or  
threatened, actual or preparations  
or any other event that is beyond

8.2 If any event described  
affect Our performance

occurs that is likely to adversely  
affect Your performance under this Agreement:

8.2.1 We will inform

as soon as reasonably possible;

8.2.2 Our obligations  
limits that We

performance that will be suspended and any time  
extended accordingly;

8.2.3 We will inform  
provide details  
Services as

performance outside of Our control is over and  
times or availability of Catering

8.2.4 If an event described  
Agreement, We  
under sub-Contract

occurs and You wish to cancel this  
in accordance with Your right to cancel

8.2.5 If the event described  
period>> [we  
Our right to

performance continues for more than <<insert  
in accordance with clause 9.6.3 and inform You of the

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cancellation.  
will be paid to  
within 14 Cal

ou as a result of that cancellation  
sonably possible, and in any event  
ellation notice.

## 9. Cancellation

9.1 You are free to ca  
notice at any time  
payment to Us for  
sums will be refund  
event within 14 Cal

ices and this Agreement without  
ng them. If You have made any  
We have not yet provided, these  
s reasonably possible, and in any  
tance of Your cancellation.

9.2 Once We have beg  
the Catering Servic  
the Food by giving  
payment to Us for  
completed, these s  
possible, and in any  
cancellation. For  
commenced work o  
relevant sums will e  
be invoiced for the  
with Clause 4, as ap

g Services, You are free to cancel  
at any time before the delivery of  
ten notice. If You have made any  
g Services that We have not yet  
o You as soon as is reasonably  
ar Days of Our acceptance of Your  
g Services that We have already  
hase and preparation of Food), the  
any refund due to You or You will  
to make payment in accordance

9.3 If any of the followi  
Agreement immedi  
payment to Us for a  
these sums will be  
the Catering Servic  
either be deducted  
sums due, as appr  
Clause 9.3.1, You v  
will receive a full re  
give <<insert period

cel the Catering Services and this  
n notice. If You have made any  
ervices We have not yet provided,  
<<insert period>>. For any part of  
y provided, the relevant sums will  
You or You will be invoiced for the  
because of Our breach under sub-  
ke any further payments to Us and  
y paid. You will not be required to  
stances:

9.3.1 We have bre  
to remedy th  
so in writing;

any material way and have failed  
t period>> of You asking Us to do

9.3.2 We have er  
over Our ass

have an administrator appointed

9.3.3 We are un  
outside of O

tering Services due to an event  
Clause 8.2.4).

9.4 We may cancel Y  
providing them unde

tering Services before we begin

9.5 If any of the followi  
Agreement immedi  
payment to Us for a  
these sums will be  
any event within 14  
provided any part o  
sums due will be de  
We will invoice You  
in accordance with  
period>> notice in t

cel the Catering Services and this  
en notice. If You have made any  
ervices We have not yet provided,  
as is reasonably possible, and in  
cancellation notice. If We have  
that You have not yet paid for, the  
due to You or, if no refund is due,  
will be required to make payment  
not be required to give <<insert

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9.5.1 You fail to m... does not aff... sub-Clause 4

as required under Clause 4 (this interest on overdue sums under

9.5.2 You have b... failed to rem... to do so in w

t in any material way and have <insert period>> of Us asking You

9.5.3 We are una... outside of C... 8.2.5).

tering Services due to an event d longer than that in sub-Clause

9.6 For the purposes of 9.5.2) a breach of minimal or trivial in sub-Clause 9.3.1 and a breach is material accident, mishap, m

particular, sub-Clauses 9.3.1 and considered 'material' if it is not terminating Party (i.e. You under 9.5.2). In deciding whether or not to whether it was caused by any ng.

**10. Communication and Con**

10.1 If You wish to conta telephone at <<inse

omplaints, You may contact Us by at <<insert email address>>.

10.2 In certain circumsta Clauses throughout use the following m

Us in writing (as stated in various contacting Us in writing You may

10.2.1 Contact Us b

l address>>; or

10.2.2 Contact Us address>>.

insert Caterer name>>, <<insert address>>.

**11. Insurance**

We shall ensure that We liability insurance in order t

nes suitable and sufficient public services.

**12. Complaints and Feedbac**

12.1 We always welcom all reasonable ende Ours is a positive of any cause for comp

tomers and, while We always use Your experience as a customer of ant to hear from You if You have

12.2 All complaints are h and procedure, ava

with Our complaints handling policy on(s)>>.

12.3 If You wish to comp but not limited to, th in one of the followi

f Your dealings with Us, including, tering Services, please contact Us

12.3.1 [In writing, department>

t name and/or position and/or

12.3.2 [By email, department>

t name and/or position and/or s>>];

12.3.3 [Using Our of form;]

g the instructions included with the

12.3.4 [By contacti choosing op

<insert telephone number>> [and when prompted.]]

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**13. How We Use Your Personal Data (including Data Protection)**

For complete details of Our data including, but not limited to, the legal basis or bases for us processing your personal data sharing (where applicable) available from <<insert local address>>.

storage, and retention of personal data for which personal data is used, the purposes and how to exercise them, and how to refer to the Our Privacy Notice Schedule <<insert number>>].

**14. Other Important Terms**

- 14.1 We may transfer (assign) our rights and obligations under this Agreement to a third party (this may occur if We sell Our business). If this occurs You will be bound by the terms of this Agreement will not be transferred to the third party.
- 14.2 You may not transfer your obligations and rights under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).
- 14.3 This Agreement is binding on the person or third party who signs it. No person or party will be entitled to enforce any provision of this Agreement unless they are a party to it.
- 14.4 If any of the provisions of this Agreement are found to be unlawful, invalid or unenforceable by a court of law or other authority, that / those provisions shall be severed from the remainder of this Agreement. The remainder of this Agreement shall remain valid and enforceable.
- 14.5 No failure or delay in performing any of our respective rights and obligations under this agreement shall constitute a waiver by Us or You of a breach of this Agreement means that either party will waive any such breach of the same or any other provision.

rights under this Agreement to a third party (this may occur if We sell Our business). If this occurs You will be bound by the terms of this Agreement will not be transferred to the third party.

**15. Governing Law and Jurisdiction**

- 15.1 This Agreement and any dispute, controversy or claim between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England and Wales] [Ireland] [Scotland].
- 15.2 As a consumer, You are entitled to the benefit of the mandatory provisions of the law in your country of residence. Clause 15.1 above takes away or restricts those provisions.
- 15.3 Any dispute, controversy or claim between You and Us relating to this Agreement (whether contractual or otherwise) shall be referred to the jurisdiction of the courts of England, Wales, Scotland or Ireland, as determined by Your country of residence.

between You and Us (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of [England and Wales] [Ireland] [Scotland].

SIGNED for and on behalf of the Company  
<<Name and Title of person signing>>

\_\_\_\_\_  
Authorised Signature

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Date: \_\_\_\_\_

SIGNED by the Customer:  
<<Name of the Customer>>

\_\_\_\_\_  
Signature

Date: \_\_\_\_\_

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**The Catering Services and Food**

<<Insert a detailed specification of the Catering Services and the Food to be provided by the Caterer to the Customer>>

<<Details of the Event (including, location and venue>>

<<The number of guests for whom

<<Your Food choices and any special requirements>>

<<Insert further information as required>>

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**The Price**

<<Insert full details of the Price per person per service including all agreed sums and due dates>>

services including all agreed sums

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<<inserted text>>]

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