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CATERING A LARGE (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, or Limited Liability Partnership registered in England under number <<insert registration number>>] [,w is <<insert registered address>> and] whose main trading address is <<insert registered address>> ("the Caterer") and
- (2) <<Name of Customer>> of <<insert name of Customer>> ("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 business services; <<insert business hours>>;

“Calendar Day” means any day of the year.

“Catering Services” means the services which are to be provided by Us to the Customer pursuant to the Order (and confirmed in Our Order Confirmation).

“Catering Staff” means the staff provided as part of the Catering Services.

“Commercial Unit” means a unit (in this case, the Food) where the goods would be materially damaged;

“Contract” means the provision of Catering Services as set out in the Order.

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“Deposit”	me 4.3	t made to Us under sub-Clause
“Event”	me Se	You for which the Catering etailed in Schedule 1;
“Food”	me Se	l provide as part of the Catering
“Price”	me de	r the Catering Services as fully
“Order”	me Sc	atering Services as detailed in
“We/Us/Our”	me su Sta	udes all employees, agents and but not limited to, the Catering
“You/Your”	me	

- 1.2 Each reference in includes electronic fax or other means.
- 1.3 Each reference to statute or provision
- 1.4 Each reference to “ of its Schedules as
- 1.5 Each reference to a to a schedule to this Agreement.
- 1.6 The headings used for convenience only and shall have no effect upon the i ement.
- 1.7 Each reference to th include the plural and vice versa.
- 1.8 Each reference to a he other gender.
- 1.9 References to perso tions.

2. Information About Us

- 2.1 <<insert name of C from company na Partnership, LLP, under number <<in >>] [,<insert registered address>>].
- 2.2 [Our VAT number is >].
- 2.3 [We are regulated b ulator(s)>>].
- 2.4 [We are a member sociation(s) etc.>>].
- 2.5 [<<Insert further info

3. The Contract

- 3.1 This Agreement g f Catering Services by Us and

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embodies the contract. You please ensure that you have read and understood all parts of this Agreement.

1. Before signing this Agreement, you should read this Agreement carefully. If You are unsure about any part of this Agreement, please ask Us for clarification.

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

and You will be created upon our mutual acceptance of this Agreement 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 the information (save for where such information is already available to you in the context of the transaction):

1. We hereby acknowledge that We have given or made available to you the information (save for where such information is already available to you in the context of the transaction):

3.3.1 The main charges for the Catering Services

1.1 The Catering Services, the Food and Our Catering Staff

3.3.2 Our identity and contact details (as set out below in Clause 1.2)

1.2 Our identity and contact details (as set out below in Clause 1.2)

3.3.3 The total Price for the Catering Services including the Catering Staff including the Price of the Catering Services that the Price of the Catering Services will be calculated in advance, the manner in which it will be calculated

1.3 The total Price for the Catering Services, the Food and the Catering Staff including the Price of the Catering Services is such that the Price of the Catering Services will be calculated in advance, the manner 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 will be performed

1.4 The arrangements for the performance and the time by which (or within which) the Catering Services will be performed

3.3.5 Our complaints procedure

1.5 Our complaints procedure

3.3.6 Where applicable, any applicable guarantees; and

1.6 Where applicable, any applicable guarantees; and

3.3.7 The duration of the Agreement and whether it is of indefinite duration or for a fixed period, and the conditions for termination

1.7 The duration of the Agreement and whether it is of indefinite duration or for a fixed period, and the conditions for termination

3.3.8 We shall ensure that the Food is safe and of good quality (the Food) throughout the Event

1.8 We shall ensure that the Food is safe and of good quality (the Food) throughout the Event

3.4 You may change the details of the Event before the Event begins. We will use our best efforts to accommodate any requested changes but cannot guarantee that we will be able to do so, particularly if the changes are requested close to the Event. If doing so means that We will incur higher costs, We will inform You and ask You how You wish to proceed before the Event begins. We will not charge You a higher Price for the Event if You request changes without Your express agreement.

2. You may change the details of the Event before the Event begins. We will use our best efforts to accommodate any requested changes but cannot guarantee that we will be able to do so, particularly if the changes are requested close to the Event. If doing so means that We will incur higher costs, We will inform You and ask You how You wish to proceed before the Event begins. We will not charge You a higher Price for the Event if You request changes without Your express agreement.

3.5 You may cancel Your order for the Catering Services [up to <<insert time period>> before the Event] OR [up to <<insert time period>> after the date of the Event]. If You have already made any payments (including the Deposit), the Price of the Catering Services will be refunded as soon as is reasonably possible, and in any event no later than 14 Days of Our acceptance of Your order. If Your order is cancelled, You must confirm the cancellation in writing. If You cancel Your order after this time period, or once We have accepted Your order, please refer to Clause 9.

3. You may cancel Your order for the Catering Services [up to <<insert time period>> before the Event] OR [up to <<insert time period>> after the date of the Event]. If You have already made any payments (including the Deposit), the Price of the Catering Services will be refunded as soon as is reasonably possible, and in any event no later than 14 Days of Our acceptance of Your order. If Your order is cancelled, You must confirm the cancellation in writing. If You cancel Your order after this time period, or once We have accepted Your order, please refer to Clause 9.

3.6 We may cancel Your order for the Catering Services if We are unable to provide the Catering Services due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. If You have made any payments to Us under the Agreement, the Price of the Catering Services payment(s) will be refunded as soon as is reasonably possible, and in any event no later than 14 Days of Our acceptance of Your order.

4. We may cancel Your order for the Catering Services if We are unable to provide the Catering Services due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. If You have made any payments to Us under the Agreement, the Price of the Catering Services payment(s) will be refunded as soon as is reasonably possible, and in any event no later than 14 Days of Our acceptance of Your order.

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event within 14 C
Cancellations will be

forming You of the cancellation.

4. Price and Payment

4.1 The Price payable f

is detailed in Schedule 2.

4.2 All Prices shown in
between the date of
adjust the rate of V
Prices where We ha

VAT. If the rate of VAT changes
the date of Your payment, We will
Changes in VAT will not affect any
ment in full from You.

4.3 Before We begin pr
a Deposit of £<<ins
the Catering Servic
date>>.

services, You will be required to pay
percentage>>% of the total Price for
payment of Your Deposit is <<insert

4.4 In certain circumsta
may be refunded in
upon the Price for
already undertaken

services are cancelled, Your Deposit
ount due will be calculated based
and the amount of work (if any)
clause 9 for details of cancellation.

4.5 The balance of the
Services] OR [on a
[arrears] during the

nce We have provided the Catering
weekly>> basis in [advance] OR
Services].

4.6 We accept the follow

t:

4.6.1 <<insert type

4.6.2 <<insert type

4.6.3 <<insert type

4.6.4 <<insert type

4.6.5 <<add more

quired>>.

4.7 [Credit and/or debit
charged>>.]

insert point at which a card will be

4.8 If You do not make
invoice, We may c
<<insert percentage
rate of <<insert ban
basis from the due
overdue sum, whet
due when paying a
Your Event begins,
date may result in U
will retain Your Dep
the Catering Servic
to, the purchase an

due date as shown on the relevant
the overdue sum at the rate of
per annum above the base lending
me. Interest will accrue on a daily
the actual date of payment of the
ment. You must pay any interest
ent of the Price is required before
to make the payment by the due
ering Services. If this occurs, We
demand payment for any part of
provided (including, but not limited

4.9 The provisions of s
Us to dispute an in
dispute is ongoing.

ply if You have promptly contacted
interest will accrue while such a

5. Providing the Catering Services

5.1 As required by law,
and care, consisten
and in accordance

ring Services with reasonable skill
standards in the catering market,
provided by Us about the Services

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and about Us.

- 5.2 [Subject to the rec [We will provide the Catering Services in accorda
- 5.3 We will continue [Caterin Services for [a period] **OR** [an approximate period]
- 5.4 We will make every [We will provide the Catering Services on time (and in accordanc [in Schedule 1). We cannot, however, be held re [if an event outside of Our control occurs. Please see [side of Our control.
- 5.5 If We require any [from You in order to provide the Catering Services, [of this as soon as is reasonably possible.
- 5.6 If the information o [under sub-Clause 5.5 is delayed, incomplete or other [We cannot be responsible for any delay caused as a result [of the information required from Us to correct or compensate for a [result of incomplete or otherwise incorrect information. We may charge You a reasonable additional sum for th
- 5.7 We follow all relev [at all stages of food preparation including, but not lin [handling and serving.
- 5.8 If We are delivering [under Clause 5.9, We shall ensure that all Food is transported [in Our vehicles.
- 5.9 We will deliver [and [the Food] >>] the Food at the time and date specified in Schedu [and date specified in Schedule 1. If We make it available fo [the Catering Services, the Catering Catering Staff are to [Staff will be availab [for the working, hours specified in Schedule 1.
- 5.10 Delivery of the Foo [the Food has been delivered to t [in Schedule 1 and You (or someone identified [in Your physical possession of it. If You are collecting the Food [deemed to have taken place when You have collected
- 5.11 The responsibility ([for the Food remains with Us until delivery is complete [under Clause 5.10 at which point it will pass to You.
- 5.12 Title to the Food pa [We have received payment in full.
- 5.13 Please note careful
 - 5.13.1 If We refuse [for reasons other than Your failure to pay any and [to Your material breach of this Agreement), You may tre [at an end and, irrespective of any part of the C [Contract] e provided, We will reimburse You as soon as i [Contract] and in any event within 14 Calendar Days of the [Contract] cancellation.
 - 5.13.2 We recognis [the Food] at the agreed time and date will be essential [the Food] on time, You may treat the Contract as [Contract] We will reimburse You as soon as is

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unless You request

7. Our Liability

7.1 We will be responsible for any loss or damage that You may suffer as a result of Our negligence (including Our agents or sub-contractors). Loss or damage is foreseeable as a consequence of the breach or negligence or if it is foreseeable at the time that We and Us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.

the loss or damage that You may suffer as a result of Our negligence (including Our agents or sub-contractors). Loss or damage is foreseeable as a consequence of the breach or negligence or if it is foreseeable at the time that We and Us when the contract is created. We will not be responsible for any loss or damage that is not foreseeable.

7.2 We provide Catering Services for both public and private use (or purposes). We make no warranty that the Catering Services are fit for any purpose of any kind [(including resale)]. By entering into this Agreement, You warrant that You will not use the Catering Services for such purposes as the loss of profit, loss of business, loss of opportunity, or for any loss of business.

We provide Catering Services for both public and private use (or purposes). We make no warranty that the Catering Services are fit for any purpose of any kind [(including resale)]. By entering into this Agreement, You warrant that You will not use the Catering Services for such purposes as the loss of profit, loss of business, loss of opportunity, or for any loss of business.

7.3 [If We are providing Catering Services to You on Your property and We cause any damage, We will make good the damage at no additional cost to You. We are not responsible for any loss or damage in or to Your property that We may discover as a result of Our Catering Services.]

[If We are providing Catering Services to You on Your property and We cause any damage, We will make good the damage at no additional cost to You. We are not responsible for any loss or damage in or to Your property that We may discover as a result of Our Catering Services.]

7.4 Nothing in this Agreement shall limit or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or fraudulent misrepresentation.

Nothing in this Agreement shall limit or limit Our liability for death or personal injury caused by Our negligence (including that of Our employees, agents or sub-contractors) or fraudulent misrepresentation.

7.5 Nothing in this Agreement shall limit or limit Our liability for failing to perform the Catering Services with reasonable care and skill or in accordance with information provided to Us by You regarding Catering Services or about Us.

Nothing in this Agreement shall limit or limit Our liability for failing to perform the Catering Services with reasonable care and skill or in accordance with information provided to Us by You regarding Catering Services or about Us.

7.6 Nothing in this Agreement shall limit or limit Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau or Consumer Rights Office.

Nothing in this Agreement shall limit or limit Your legal rights as a consumer. For more information on Your rights, please refer to Your local Citizens Advice Bureau or Consumer Rights Office.

8. Events Outside of Our Control

8.1 We will not be liable for any delay in performing Our obligations under this Agreement if the delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet failure, strikes, lock-outs or other industrial action by Our employees, other civil unrest, fire, explosion, flood, storms, earthquakes (actual or threatened), acts of terrorism (threatened or actual), acts of war (actual or threatened), epidemic or pandemic (actual or threatened), or any other event that is beyond Our reasonable control.

We will not be liable for any delay in performing Our obligations under this Agreement if the delay results from any cause that is beyond Our reasonable control. Such causes include, but are not limited to: power failure, internet failure, strikes, lock-outs or other industrial action by Our employees, other civil unrest, fire, explosion, flood, storms, earthquakes (actual or threatened), acts of terrorism (threatened or actual), acts of war (actual or threatened), epidemic or pandemic (actual or threatened), or any other event that is beyond Our reasonable control.

8.2 If any event described in 8.1 occurs that is likely to adversely affect Our performance under this Agreement:

If any event described in 8.1 occurs that is likely to adversely affect Our performance under this Agreement:

8.2.1 We will inform You as soon as reasonably possible;

We will inform You as soon as reasonably possible;

8.2.2 Our obligations under this Agreement will be suspended and any time limits that We have agreed shall be extended accordingly;

Our obligations under this Agreement will be suspended and any time limits that We have agreed shall be extended accordingly;

8.2.3 We will inform You as soon as reasonably possible if the event outside of Our control is over and Catering Services are available again.

We will inform You as soon as reasonably possible if the event outside of Our control is over and Catering Services are available again.

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8.2.4 If an event occurs and You wish to cancel this Agreement, in accordance with Your right to cancel under sub-Clause 8.2.4.

8.2.5 If the event continues for more than <<insert period>> [within this Agreement in accordance with Clause 9.6.3 and inform You of the cancellation. You as a result of that cancellation will be paid for as reasonably possible, and in any event within 14 Calendar Days of the cancellation notice.

9. Cancellation

9.1 You are free to cancel the Catering Services and this Agreement without giving notice at any time before the delivery of the Catering Services. If You have made any payments to Us for the Catering Services that We have not yet provided, these sums will be refunded to You as reasonably possible, and in any event within 14 Calendar Days of the cancellation notice.

9.2 Once We have begun providing the Catering Services, You are free to cancel the Catering Services at any time before the delivery of the Food by giving Us written notice. If You have made any payments to Us for the Catering Services that We have not yet completed, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of Our acceptance of Your cancellation. For the Catering Services that We have already commenced work on (including the purchase and preparation of Food), the relevant sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of the cancellation notice. You will be invoiced for the relevant sums in accordance with Clause 4, as applicable.

9.3 If any of the following circumstances occur, You may cancel the Catering Services and this Agreement immediately by giving Us written notice. If You have made any payments to Us for the Catering Services that We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of the cancellation notice. For any part of the Catering Services that We have already commenced work on (including the purchase and preparation of Food), the relevant sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of the cancellation notice. You will be invoiced for the relevant sums in accordance with Clause 4, as applicable. If You have made any further payments to Us and we have not yet provided the Catering Services, You will not be required to make any further payments to Us and we will not be required to provide the Catering Services. You will not be required to make any further payments to Us and we will not be required to provide the Catering Services in the following circumstances:

9.3.1 We have breached the Agreement in any material way and have failed to remedy that breach within the <<insert period>> of You asking Us to do so in writing;

9.3.2 We have entered liquidation or have an administrator appointed over Our assets;

9.3.3 We are unable to provide the Catering Services due to an event outside of Our control (including an event covered by Clause 8.2.4).

9.4 We may cancel Your order for the Catering Services before we begin providing them under the Agreement.

9.5 If any of the following circumstances occur, You may cancel the Catering Services and this Agreement immediately by giving Us written notice. If You have made any payments to Us for the Catering Services that We have not yet provided, these sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of the cancellation notice. For any part of the Catering Services that We have already commenced work on (including the purchase and preparation of Food), the relevant sums will be refunded to You as soon as is reasonably possible, and in any event within 14 Calendar Days of the cancellation notice. You will be invoiced for the relevant sums in accordance with Clause 4, as applicable. If You have made any further payments to Us and we have not yet provided the Catering Services, You will not be required to make any further payments to Us and we will not be required to provide the Catering Services. You will not be required to make any further payments to Us and we will not be required to provide the Catering Services in the following circumstances:

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12.3.2 [By email, <insert email address> or by post to <insert name and/or position and/or department> <insert address>];

<insert name and/or position and/or department> <insert address>;]

12.3.3 [Using Our contact form;]

following the instructions included with the form;]

12.3.4 [By contacting <insert telephone number> or by fax to <insert fax number> (choosing option <insert option number> when prompted.)]

<insert telephone number>> [and <insert fax number>> (when prompted.)]

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

For complete details of Our data protection policy, including details of the storage, and retention of personal data including, but not limited to, the legal basis or bases for us processing your personal data, your rights and how to exercise them, and our policy on personal data sharing (which may include sharing with our service providers), please refer to the Our Privacy Notice available from <insert local address> Schedule <insert number>].

storage, and retention of personal data including, but not limited to, the legal basis or bases for us processing your personal data, your rights and how to exercise them, and our policy on personal data sharing (which may include sharing with our service providers), please refer to the Our Privacy Notice available from <insert local address> 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 include a sale of the business) if We sell Our business. If this occurs You will be bound by the terms of this Agreement and Your rights and obligations under this Agreement will not be transferred to the third party.

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

14.2 You may not transfer (assign) your rights and obligations under this Agreement without Our prior written permission (such permission not to be unreasonably withheld).

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 You and Us and our respective persons or third parties and each of them shall enforce any provisions of this Agreement.

is not intended to benefit any other person or party and no person or party will be entitled to enforce any provisions of this Agreement.

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.

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 performance of any of our respective rights and obligations under this agreement shall constitute a waiver by Us or You of a breach of this Agreement and no such Party will waive any of our respective rights and obligations under this agreement.

involving any of our respective rights and obligations under this agreement has been waived, and no waiver of any of our respective rights and obligations under this Agreement means that either Party will waive any of our respective rights and obligations under this agreement.

15. Governing Law and Jurisdiction

15.1 This Agreement is a contract and shall be governed by, and construed in accordance with, the law of [England and Wales] [Scotland] [Ireland].

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

15.2 As a consumer, You are entitled to the benefit of any mandatory provisions of the law in your country of residence which may take away or reduce Your rights under the provisions of Clause 15.1 above.

mandatory provisions of the law in your country of residence which may take away or reduce Your rights under the provisions of Clause 15.1 above.

15.3 Any dispute, controversy or claim arising out of or in connection with 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.

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.

SIGNED for and on behalf of the Company

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<<Name and Title of person signing>>

Authorised Signature

Date: _____

SIGNED by the Customer:

<<Name of 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>>

<<Details of any Catering Staff required>>

<<Insert further information as required>>

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SCHEDULE 2

The Price

<<Insert full details of the Price paid for the services including all agreed sums and due dates>>

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<<inserted text>>]

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