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CATERING AGREEMENT

FUNCTIONS (B2B)

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THIS AGREEMENT is made the
BETWEEN:

- (1) <<Name of Catering Company>>], a <<insert company name>>], a <<insert business type>> (Sole Trader, Partnership, LLP, Private Limited Company etc.) registered in England under number <<insert registration number>>] [, whose registered address is <<insert registered address>> and] whose main trading address is <<insert trading name if different from full legal name>>] a <<insert business type>> (Sole Trader, Partnership, LLP, Private Limited Company etc.) registered in England under number <<insert registration number>>] [, whose registered address is <<insert registered address>> and] whose main trading address is <<insert trading name if different from full legal name>>] ("the Caterer") and
- (2) <<Name of Customer>>] a <<insert business type>> (Sole Trader, Partnership, LLP, Private Limited Company etc.) registered in England under number <<insert registration number>>] [, whose registered address is <<insert registered address>> and] whose main trading address is <<insert trading name if different from full legal name>>] ("the Customer").

WHEREAS:

- (1) The Caterer provides food and catering services to business clients and has reasonable skill, knowledge and experience in this field.
- (2) The Customer wishes to purchase food and catering services wholly for the purposes of its business and on the terms and conditions of this Agreement.
- (3) The Caterer agrees to provide food and catering services to the Customer, in accordance with this Agreement to the Customer, on 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;
"Calendar Day"	means any day of the year;
"Catering Services"	means food and catering services (including supply of Food) which the Caterer provides to You as specified in as detailed in Schedule 1;
"Catering Staff"	means the Caterer's staff provided as part of the Catering Services;
"Commercial Unit"	means a unit (in this case, the Food) where the Caterer's goods would be materially damaged;
"Confidential Information"	means information of the Party, information which is confidential or marked as such; or information which the other Party pursuant to or in accordance with the terms of any agreement (whether orally or in writing) has agreed to keep confidential or marked as such);

<p>“Data Protection Legislation”</p> <p>me the inc lav 20 Sc Eu Ac an am</p>	<p>tion in force from time to time in ble to data protection and privacy the UK GDPR (the retained EU Data Protection Regulation ((EU of the law of England and Wales, and by virtue of section 3 of the al) Act 2018); the Data Protection made thereunder); and the Privacy tions Regulations 2003 as</p>	
<p>“Deposit”</p> <p>me 4.3</p>	<p>at made to Us under sub-Clause</p>	
<p>“Event”</p> <p>me Ca</p>	<p>d organised by You for which the red as detailed in Schedule 1;</p>	
<p>“Food”</p> <p>me Se</p>	<p>l provide as part of the Catering</p>	
<p>“Price”</p> <p>me Se</p>	<p>rice payable for the Catering Schedule 2;</p>	
<p>“Total Price”</p> <p>Me Cla</p>	<p>rice payable as explained in</p>	
<p>“We/Us/Our”</p> <p>me the</p>	<p>udes all employees and agents of</p>	
<p>“You/Your”</p> <p>me</p>		
<p>1.2 Each reference in includes electronic or other means.</p>	<p>ting” and any similar expression sent by e-mail, [text message,] or</p>	
<p>1.3 Each reference to statute or provision</p>	<p>f a statute is a reference to that ed at the relevant time.</p>	
<p>1.4 Each reference to “ of its Schedules as</p>	<p>rence to this Agreement and each ed at the relevant time.</p>	
<p>1.5 Each reference to a</p>	<p>to a schedule to this Agreement.</p>	
<p>1.6 The headings used no effect upon the in</p>	<p>r convenience only and shall have ement.</p>	
<p>1.7 Each reference to th</p>	<p>include the plural and vice versa.</p>	
<p>1.8 Each reference to a</p>	<p>any other gender.</p>	
<p>1.9 References to perso</p>	<p>tions.</p>	
<p>2. Information About Us</p>		
<p>2.1 Our VAT number is</p>		
<p>2.2 [We are regulated b</p>	<p>gulator(s)>>.]</p>	
<p>2.3 [We are a member</p>	<p>sociation(s) etc.>>.]</p>	
<p>2.4 [<<Insert further inf</p>		
<p>3. The Catering Services</p>		
<p>3.1 We shall provide th</p>	<p>ou using reasonable skill and care</p>	

- consistent with best practice in the catering market.
- 3.2 You may request a change to the Catering Services up to <<insert period>> before the Event but you do so as soon as reasonably possible. We will endeavour to accommodate any such requested change but we do not guarantee that We will be able to do so, particularly if change is requested a short time before the Event. If You request a change, You shall be entitled to proceed with that change in the light of such increase in the price of the Catering Services to implement the change.
- 3.3 If, due to circumstances beyond Our reasonable control, We have to make any change in the Catering Services, You shall be entitled to do so provided that We notify You in writing and We shall use all reasonable endeavours to ensure that We keep such changes to a minimum and to provide You with services as close to the original Catering Services as possible in the circumstances.
- 3.4 Where We reasonably consider that a preparatory step(s) after the date this Agreement is made is necessary, We shall be entitled to begin the Catering Services before the Event can take place as and when We deem appropriate. Our obligation under this Agreement to provide the Catering Services, in any event, shall not be of any less obligation for the purposes of this Agreement.
4. **Price and Payment**
- 4.1 The VAT exclusive Price for the Catering Services is detailed in Schedule 2.
- 4.2 VAT will be charged on the Price at the applicable rate current at the time of the invoice You. The Price payable for the Catering Services. We will issue a VAT invoice for the Price payable for the Catering Services [on the date of the Event as provided in Schedule 2] OR [within <<insert number>> days of the Event] OR [on <<insert date>>].
- 4.3 Before We begin providing the Catering Services, You will be required to pay a Deposit of £<<insert amount>> (which is <<insert percentage>>% of the Total Price) on account of the Catering Services. The due date for the Deposit is [<<insert date>>] OR [the date of the signature of this Agreement].
- 4.4 The balance of the Price payable for the Catering Services shall be payable [upon invoice] OR [within <<insert number>> days of the issue of the invoice] OR [on <<insert date>>].
- 4.5 If this Agreement is terminated or the Event is cancelled, notwithstanding the above, the Total Price shall be payable in full at the time of the signature of this Agreement.
- 4.6 We accept the following terms and conditions of payment:
- 4.6.1 <<insert type of payment>>
- 4.6.2 <<insert type of payment>>
- 4.6.3 <<insert type of payment>>
- 4.6.4 <<insert type of payment>>
- 4.6.5 <<add more terms and conditions of payment>>.
- 4.7 Time shall be of the essence of this Agreement. If You fail to

make any payment
right which We may
to time, have the
payment is made i
<<insert percentage>>
from time to time in
notwithstanding sub

5. Details relating to provision of Catering Services

- 5.1 If We require any Catering Services, We shall, without prejudice to any statutory provision in force from time to time, have the right to require You to provide the Catering Services, if this as soon as is reasonably possible.
- 5.2 If the information or instructions provided by You under sub-Clause 5.1 is delayed, incomplete or otherwise incorrect, We shall not be responsible for any delay or non-performance 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 the cost of any delay or non-performance.
- 5.3 We follow all relevant food hygiene regulations at all stages of food preparation and handling, including, but not limited to, storage and handling.
- 5.4 If We are delivering Food, We shall ensure that all Food is transported in suitable vehicles.
- 5.5 We will deliver [and make it available for collection] the Food at the time and date specified in Schedule 1. If the Catering Staff are to be provided, the Catering Staff will be available for the working hours, specified in Schedule 1.
- 5.6 Delivery of the Food shall be deemed to have taken place when the Food has been delivered to the person identified in Schedule 1 and You (or someone identified by You) take physical possession of it. If You are not taking physical possession of it, it will be deemed to have taken place when You have collected the Food.
- 5.7 The responsibility (and risk) for the Food remains with Us until delivery is complete and accepted by You. At the time and date specified in Clause 5.6 at which point it will pass to You.
- 5.8 Title to the Food passes to You when We have received payment in full.
- 5.9 If We refuse or fail to provide the Catering Services at the time and date specified in Schedule 1 (for reasons other than our failure to pay any and all sums due or other money owing to You under this Agreement or where You are entitled to terminate the contract as being frustrated (see Clause 10)), You may treat the contract as being terminated. We shall reimburse to You as soon as is reasonably possible any sums paid by You to Us, and in any event within 14 Calendar Days of Your cancellation.
- 5.10 Where the Food is provided to a Commercial Unit, You may only reject or cancel all or part of the Food if it is not suitable for consumption.

6. Problems with the Catering Services

- 6.1 We always use reasonable endeavours to ensure that Our provision of the Catering Services is trouble-free. If there is a problem with the Catering

We shall, without prejudice to any statutory provision in force from time to time, have the right to require You to provide the Catering Services, if this as soon as is reasonably possible.

6. Problems with the Catering Services

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Services, We require you to provide written confirmation in writing] as soon as is reasonably possible.

6.2 We will then use reasonable endeavours to remedy any such problem with the Catering Services as soon as is reasonably possible and practical.

6.3 We will not charge you for any problem under this Clause 6 where the problems have been caused by any of Our agents or employees or sub-contractors. If a problem has been caused by any of Our agents or employees or sub-contractors provided or taken by You, sub-clause 6.3 shall not apply and you shall be responsible for remedial work.

7. Insurance

We shall ensure that We have in place suitable and sufficient public liability insurance in order to cover Our liability for the Catering Services.

8. Liability and Indemnity

8.1 Except in respect of any loss or damage caused by Our negligence, and except in respect of any loss or damage caused by Our misrepresentation, We shall not be liable for any loss of profit, consequential loss, or other claims arising from any act or omission of Us or our employees or sub-contractors or any other in connection with this Agreement or with the Catering Services supplied in connection with the Agreement.

8.2 You shall indemnify Us for all losses, costs, claims and expenses incurred by Us arising from or in connection with the Catering Services (including that of any equipment (including that of any equipment) or employees).

8.3 [If We are providing Catering Services to 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 damage in or to Your property caused by Us or our employees or sub-contractors in connection with the Catering Services.]

9. Confidentiality

9.1 Each Party undertakes to keep confidential and not disclose any information authorised in writing by the other Party during the continuance of this Agreement and for a period of [insert period] years after its termination:

9.1.1 keep confidential any information;

9.1.2 not disclose any information to any other party;

9.1.3 not use any information for any purpose other than as contemplated by the terms of this Agreement;

9.1.4 not make any disclosure of any Confidential Information in any way or part with possession of any Confidential Information;

9.1.5 ensure that any disclosure by our officers, employees, agents, sub-contractors or any other in connection with the Catering Services would not be a breach of the confidentiality obligations set out in Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any information to:

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or any employee or officer of any
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arty in question. Such undertaking
in the terms of this Clause 9, to
nfidential and to use it only for the
made; and

9.2.2 use any Cor
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any purpose, or disclose it to any
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hes, public knowledge through no
se or disclosure, that Party must
tial Information which is not public

9.3 The provisions of th
terms, notwithstand

e in force in accordance with their
s Agreement for any reason.

10. Force Majeure

10.1 We shall not be de
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t limited to: power failure, internet
other industrial action, civil unrest,
s, subsidence, acts of terrorism
mental action, epidemic, or other
ssimilar event that is beyond Our

10.2 In the event that
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are liable to any th
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balance to You. We
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nuous period of <<insert period>>,
minate this Agreement by written
t of such termination, We shall be
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We have incurred or for which We
n with the Catering Services and
be reasonable and shall return any
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e to recover any such costs and
nd shall, subject to deduction of
mburse any sums so recovered to

10.3 We shall advise Y
Force Majeure ever
of how long the e
performance of the

s possible if and when any such
e time provide an estimate to You
ue and its likely impact on the

11. Term, Cancellation and Termination

- 11.1 This Agreement shall be terminated on the date at the top of the first page of this Agreement and the date, subject to the provisions of this Clause 11 and Clause 12.
- 11.2 Without prejudice to any other provision of this Agreement, either Party may terminate this Agreement pursuant to this sub-clause with immediate effect by giving a written notice to the other Party in accordance with Clause 11.2 provided that if You do so, the deposit shall be returnable;
- 11.2.1 if the notice is given less than <<insert period>> days before the start date of the Event, the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;
- 11.2.2 if the notice is given less than <<insert period>> days but not less than <<insert period>> days before the start date of the Event, the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;
- 11.2.3 if the notice is given more than <<insert period>> days before the start date of the Event, the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;
- 11.2.4 if the notice is given more than <<insert period>> days before the start date of the Event, the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;
- 11.2.5 any additional costs incurred by Us in cancelling any arrangements for the Event shall be paid by You on demand.
- 11.3 Notwithstanding sub-clause 11.2, either Party may immediately terminate this Agreement by giving written notice to the other Party if:
- 11.3.1 any sum owed by the other Party under any of the provisions of this Agreement is not paid within <<insert period>> Business Days after the date of the breach;
- 11.3.2 the other Party is in breach of any of the provisions of this Agreement and is incapable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving it the opportunity to remedy the breach and requiring it to be remedied;
- 11.3.3 an encumbrance is placed on the property, or where the other Party is a company, a charge is placed on any of the property or assets of the other Party;
- 11.3.4 the other Party enters into an arrangement with its creditors or, to an administration order (within the meaning of Section 86);
- 11.3.5 the other Party is a partnership, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purpose of reconstruction or re-construction and in such a manner that the other Party is bound by or for the benefit of this Agreement).

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11.3.6 anything and all other amounts received by Us from the Customer in connection with the Agreement under the law of any jurisdiction of the other Party;

11.3.7 that other Party shall be deemed to have agreed to cease, to carry on business; or

11.3.8 control of the business of the other Party by any person or connected with the other Party on the date of this Agreement. For the purposes of this Clause 8, "control" and "connected with" shall have the meaning ascribed thereto by Sections 1124 and 1122 of the Income Tax Act 2010.

11.4 For the purposes of this Clause 8, each shall be considered capable of remedy if the Party in question respects.

11.5 Where You are the Party in breach of this Agreement under sub-Clause 11.3, We shall refuse to accept any other amounts received by Us from You, and You shall not be entitled to any other amount(s) payable under the Agreement.

11.6 The rights to terminate the Agreement given by sub-Clause 11.3 shall not prejudice any other rights of either Party in respect of the breach concerned (if any) of the Agreement.

12. **Effects of Termination**

Upon the termination of this Agreement:

12.1 any sum owing by either Party under any of the provisions of this Agreement shall be payable to the other Party;

12.2 all Clauses which, in our opinion, shall remain in full force and effect; and

12.3 termination shall not affect the right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the event giving rise to the termination before the date of termination.

12.4 subject as provided in Clause 12.3, neither Party shall be liable to the other Party for any obligation to the other; and

12.5 each Party shall (except in respect of any accrued obligations) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain Confidential Information.

13. **[Data Protection]**

For complete details of the processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for the processing, the rights of the Customer's rights and how to exercise them, and personal data protection (where applicable), please refer to the Caterer's Privacy Notice [attached to the Agreement].

14. **[Data Processing]**

14.1 In this Clause 14, "data subject", "data controller", "data processor", and "personal data" shall have the meaning defined in the Data Protection Legislation.

14.2 [All personal data transferred to the Caterer on behalf of the Customer shall be processed in accordance with the terms of the Agreement.]

foregoing under the law of any jurisdiction of the other Party;

to cease, to carry on business; or

red by any person or connected with the other Party on the date of this Agreement. For the purposes of this Clause 8, "control" and "connected with" shall have the meaning ascribed thereto by Sections 1124 and 1122 of the Income Tax Act 2010.

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on:

under any of the provisions of this Agreement shall be payable to the other Party;

ir nature, relate to the period after termination, shall remain in full force and effect; and

right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the event giving rise to the termination before the date of termination.

except in respect of any accrued obligations) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all documents in its possession or control which contain Confidential Information.

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subject", "data controller", "data processor", and "personal data" shall have the meaning defined in the Data Protection Legislation.

Caterer on behalf of the Customer shall be processed in accordance with the terms of the Agreement.]

Data Processing Agreement
[pursuant to this Agreement]

OR

14.2 [The Parties hereby agree to both comply with all applicable data protection requirements. This Clause 14 shall not relieve the Parties of their obligations set out in the Data Protection Legislation to move or replace any of those obligations.

14.3 For the purposes of the Data Protection Legislation and for this Clause 14, the Caterer is the "Data Controller" and the Customer is the "Data Processor".

14.4 The type(s) of personal data, the nature and purpose of the processing, and the categories of data subjects are set out in Schedule 3.

14.5 The Data Controller shall ensure that all necessary consents are in place and that all necessary notices are given in relation to the transfer of personal data to the Data Processor for the purposes of the Agreement.

14.6 The Data Processor shall ensure that all personal data processed by it in relation to its performance of the Agreement is processed in accordance with the following provisions under this Agreement:

14.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless it is otherwise required to process the personal data by law; the Data Controller shall promptly notify the Data Processor of any such requirement unless prohibited from doing so by law;

14.6.2 Ensure that appropriate technical and organisational measures (a) are in place to protect the personal data from unlawful processing, accidental loss, damage or destruction; (b) are proportionate to the potential harm from a breach of security; (c) take into account the state of the art and the cost of implementing those measures;

14.6.3 Ensure that all persons who have access to the personal data (whether or not they are employees of the Data Controller) are contractually obliged to keep the personal data confidential and to use it only for the purposes for which it is processed;

14.6.4 Not transfer personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

14.6.4.1 The Data Processor and/or the Data Processor shall implement suitable safeguards for the transfer of personal data;

14.6.4.2 The Data Processor and/or the Data Processor shall ensure that the personal data has enforceable rights and remedies;

14.6.4.3 The Data Processor and/or the Data Processor shall ensure that the personal data complies with its obligations under the Data Protection Legislation, providing an adequate level of protection for any and all personal data so transferred;

14.6.4.4 The Data Processor and/or the Data Processor shall ensure that the personal data is processed in accordance with all reasonable requirements advanced by the Data Controller in relation to the processing of the personal data.

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14.6.5 Assist the Data Controller, at the Data Controller's cost, in responding to requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner);

14.6.6 Notify the Data Controller without undue delay of a personal data breach;

14.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) the personal data and any and all copies thereof to which this Agreement applies unless it is required to retain the data by law; and

14.6.8 Maintain complete and accurate records of all processing activities and the technical and organisational measures implemented necessary to ensure compliance with Clause 14 and to allow for audits by the Data Controller or by an auditor designated by the Data Controller.

14.7 [The Data Processor shall be responsible for ensuring compliance with any of its obligations with respect to the processing of personal data under this Clause 14.]

OR

14.7 [The Data Processor shall not transfer any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 14 without the prior written consent of the Data Controller (such consent not to be unreasonably withheld). Where the Data Processor appoints a sub-contractor, the

14.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor under Clause 14 and which shall permit both the Data Controller and the Data Processor to enforce those obligations; and

14.7.2 Ensure that the sub-contractor complies fully with its obligations under the Data Protection Legislation.]

14.8 Either Party may, at the other Party's request <<insert period, e.g. 30 calendar days'>> notice, alter the processing clauses of this Agreement in part of an applicable certification scheme. Such terms shall be replaced by attachment to this Agreement.]

15. No Waiver

No failure or delay by either Party in exercising its rights under this Agreement shall be deemed to be a waiver by either Party of a breach of any provision of this Agreement or to be a waiver of any subsequent breach of the same or any other provision of this Agreement.

16. Further Assurance

Each Party shall execute all such deeds, documents and things as may be necessary to carry out the provisions of this Agreement into full force and effect.

17. Costs

Subject to any provisions to the contrary, each Party to this Agreement shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of this Agreement.

18. **Set-Off**

Neither Party shall be entitled to set-off any sums received in respect of this Agreement at any time.

19. **Assignment and Sub-Contracting**

19.1 [Subject to sub-Clause 19.2, neither Party may assign (whether by charge) or sub-license any of its rights hereunder, or its obligations hereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.

19.2 [[Subject to the provisions of sub-Clause 19.1, either Party may perform any of the obligations hereunder through Our group or through any subcontractor or omission of such obligations shall, for the purposes of this Agreement, be deemed to constitute a partnership,

20. **Relationship of the Parties**

Nothing in this Agreement shall constitute a partnership, joint venture, agency or other contractual relationship except as expressly stated in this Agreement.

21. **Non-Solicitation**

21.1 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, employ or contract the services of any person who is or was at any time engaged by the other Party at any time in relation to that Party].

21.2 Neither Party shall, for a period of <<insert period>> after its termination of this Agreement, solicit or entice away from the other Party any customer or cause damage to the other Party [without the express written consent of that Party].

22. **Third Party Rights**

22.1 No part of this Agreement shall confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement.

22.2 Subject to this Clause, all terms and conditions shall continue and be binding on the transferee, successor or assignee of the Party as required.

23. **Notices**

23.1 All notices under this Agreement shall be in writing and be deemed duly given if signed by, or on behalf of, an authorised officer of the Party giving the notice.

23.2 Notices shall be deemed to have been given:

23.2.1 when delivered to the recipient by a registered messenger or other messenger (including a courier) during business hours of the recipient; or

23.2.2 when sent, by post, to the recipient and a successful return receipt is generated; or

23.2.3 on the fifth
ordinary mail

In each case, notice
address notified to t

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the most recent address or e-mail

24. Entire Agreement

24.1 [Subject to the pro
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24.2 Each Party acknow
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to this Agreement, it does not rely
r provision except as expressly
itions, warranties or other terms
ded to the fullest extent permitted

25. Counterparts

This Agreement may be
Parties to it on separate co
shall be an original, but a
same instrument.

number of counterparts and by the
n when so executed and delivered
ther shall constitute one and the

26. Severance

In the event that one or
unlawful, invalid or otherwis
severed from the remainde
be valid and enforceable.

of this Agreement is found to be
those provision(s) shall be deemed
remainder of this Agreement shall

27. Dispute Resolution

27.1 The Parties shall at
Agreement through
have the authority to

ute arising out of or relating to this
eir appointed representatives who

27.2 [If negotiations un
<<insert period>> o
attempt to resolve
Dispute Resolution

o not resolve the matter within
tation to negotiate, the parties will
th through an agreed Alternative

27.3 [If the ADR proced
within <<insert perio
not participate in
arbitration by either

27.2 does not resolve the matter
at procedure, or if either Party will
he dispute may be referred to

27.4 The seat of the arbi
The arbitration sha
Arbitration as agree
unable to agree on
may, upon giving v
Deputy President fo
the appointment of
that may be require

27.3 shall be England and Wales.
rbitration Act 1996 and Rules for
In the event that the Parties are
Rules for Arbitration, either Party
r Party, apply to the President or
hartered Institute of Arbitrators for
ors and for any decision on rules

27.5 Nothing in this Cla
applying to a court f

either Party or its affiliates from
f.

27.6 The Parties hereby
dispute resolution u

and outcome of the final method of
[not] be final and binding on both

Parties.

28. **Law and Jurisdiction**

28.1 This Agreement (including any non-dispute, controversy, proceedings or claim between the parties arising out of or in connection with this Agreement) shall be governed by, and construed in accordance with, the law of England and Wales.

28.2 Subject to the provisions of this Agreement, any dispute, controversy, proceedings or claim between the parties arising out of or in connection with this Agreement (including any non-dispute, controversy, proceedings or claim between the parties arising out of or in connection with this Agreement) shall fall within the jurisdiction of the courts of England and Wales.

IN WITNESS WHEREOF this Agreement has been executed and signed by the parties before written

SIGNED by:

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

In the presence of:

<<Name and address of Witness>>

SIGNED by:

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

In the presence of:

<<Name and address of Witness>>

S

A

M

P

L

E

The Catering Services and Food

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

<<Description/details of the Event to the date 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>>

S
A
M
P
L
E

The VAT exclusive Price

<<Insert full details of the VAT exclusive Price of the Catering Services including all agreed sums>>

S

A

M

P

L

E

1. Data Processing

Scope

<<Insert description of the scope of data processing to be carried out>>.

Nature

<<Insert description of the nature of data processing to be carried out>>.

Purpose

<<Insert description of the purpose of data processing to be carried out>>.

Duration

<<Insert details of the duration of data processing>>.

2. Types of Personal Data

<<List the types of personal data to be processed>>.

3. Categories of Data Subject

<<List the categories of data subject>>.

4. Organisational and Technical Measures

<<Describe the organisational and technical measures to be implemented as referenced in 14.6.2>>.

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L

E