

## CATERING TERMS AND CONDITIONS

## ALL FUNCTIONS (B2B)

These Terms and Conditions apply to the provision of catering services to business customers by <<insert trading name if different from Catering Company>> [, trading as <<insert trading name>>], a <<insert business type, e.g. Sole Trader, Partnerships, Limited Company etc.>> [registered in England under number <<insert registered address>>] [whose registered address is <<insert registered address>>] (the "Caterer")

These Terms and Conditions apply to the provision of catering services to business customers by <<insert trading name if different from Catering Company>> [, trading as <<insert trading name>>], a <<insert business type, e.g. Sole Trader, Partnerships, Limited Company etc.>> [registered in England under number <<insert registered address>>] [whose registered address is <<insert registered address>>] (the "Caterer")

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions shall have the meanings:

**"Business Day"**

means any day other than a Saturday or Sunday or a public holiday in the United Kingdom;

means any day other than a Saturday or Sunday or a public holiday in the United Kingdom;

**"Calendar Day"**

means any day;

**"Catering Services"**

means the provision of catering services (including supply of Food) which are specified in Your Order Confirmation;

means the provision of catering services (including supply of Food) which are specified in Your Order Confirmation;

**"Commercial Unit"**

means a unit of goods (including, in this case, the Food) where the goods would be materially damaged;

means a unit of goods (including, in this case, the Food) where the goods would be materially damaged;

**"Confidential Information"**

means information which is disclosed by one Party to the other Party pursuant to or in connection with the performance of these Terms and Conditions, whether orally or in writing or any other form, and which is marked as confidential or marked as such;

means information which is disclosed by one Party to the other Party pursuant to or in connection with the performance of these Terms and Conditions, whether orally or in writing or any other form, and which is marked as confidential or marked as such;

**"Contract"**

means the provision of the Catering Services pursuant to Your Order, Our Order Confirmation and any subsequent amendments;

means the provision of the Catering Services pursuant to Your Order, Our Order Confirmation and any subsequent amendments;

**"Deposit"**

means the amount made to Us under sub-Clause 4.3;

means the amount made to Us under sub-Clause 4.3;

**"Event"**

means the event organised by You for which the Catering Services are provided as described in Your Order;

means the event organised by You for which the Catering Services are provided as described in Your Order;

**"Food"**

means the Food provided as part of the Catering Services;

means the Food provided as part of the Catering Services;

**"Order"**

means the Catering Services [as attached] OR any subsequent amendments;

means the Catering Services [as attached] OR any subsequent amendments;

**"Order Confirmation"**

means the confirmation in writing of Your Order;

means the confirmation in writing of Your Order;

**"Price"**

means the price payable for the Catering Services;

means the price payable for the Catering Services;

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#### 4. Price and Payment

- 4.1 The VAT exclusive Price for the Catering Services will be [calculated] in accordance with [e.g price list, quotation>>].
- 4.2 VAT will be charged on the Price payable to You in addition to that Price at the applicable rate currently in force in the United Kingdom. We will issue an invoice for the Price payable for the Catering Services. We will issue the invoice [on the date of the Event as the Catering Services] OR [within <<insert number of days>> days [after the date 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 shall be a percentage>>% on account of the Total Price) The due date for the Deposit is [<<insert date>>] OR [on the date of the Contract].
- 4.4 The balance of the Price payable [upon invoice] OR [within <<insert number of days>> of the issue of the invoice] OR [on <<insert date>> ].
- 4.5 If We issue the Order Confirmation within <<insert number>> days prior to the start of the Event, the Price payable shall be payable in accordance with clauses 4.3 and 4.4, the Total Price shall be payable in accordance with the Order Confirmation once We have issued an invoice to You.
- 4.6 We accept the following payment methods:
- 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 payment methods if required>>.
- 4.7 Time shall be of the essence of the Contract. If You fail to make any payment in accordance with the right which We may have from time to time, have the right to interest on any sums over due until payment is made in accordance with the payment is made in accordance with <<insert percentage>> from time to time in accordance with the notwithstanding sub

#### 5. Details relating to provision of Catering Services

- 5.1 If We require any information from You in order to provide the Catering Services, You shall provide this as soon as is reasonably possible.
- 5.2 If the information or materials provided by You under sub-Clause 5.1 is delayed, incomplete or otherwise defective, We shall not be responsible for any delay or for any additional costs incurred by Us required from Us to correct or compensate for a delay or for any result of incomplete or otherwise defective information. We may charge You a reasonable additional sum for the cost of any delay or for any result of incomplete or otherwise defective information.
- 5.3 We follow all relevant food safety and hygiene regulations at all stages of food preparation and handling.
- 5.4 If We are delivering the Catering Services in accordance with clause 5.5, We shall ensure that all


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Food is transported  vehicles.

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|------|---|---|
| 5.5  | We will deliver [and specify] the Food at the time and date specified in the Order Confirmation. We will make it available to You at the time and date specified in the Order Confirmation.   | >>] the Food at the time and date specified in the Order Confirmation. You are collecting the Food from Us, and We will make it available to You at the time and date specified in the Order Confirmation.  |
| 5.6  | Delivery of the Food to You shall be taken place when the Food has been delivered to the Catering Services We have provided to You (or someone in Your name) and You have taken physical possession of it. If You are collecting the Food, delivery will be deemed to have taken place when You have taken physical possession of it.   | You shall be deemed to have taken physical possession of the Food when You have taken physical possession of it. If You are collecting the Food, delivery will be deemed to have taken place when You have taken physical possession of it.   |
| 5.7  | The responsibility (liability) for the Food remains with Us until delivery is complete and accepted by You.   | The responsibility (liability) for the Food remains with Us until delivery is complete and accepted by You. If You are collecting the Food, delivery will be deemed to have taken place when You have taken physical possession of it.  |
| 5.8  | Title to the Food passes to You when we have received payment in full.  | Title to the Food passes to You when we have received payment in full. If You are collecting the Food, delivery will be deemed to have taken place when You have taken physical possession of it.   |
| 5.9  | If We refuse or fail to deliver the Food to You, or if You fail to pay any and all sums then due to Us, then the Contract shall be deemed to be terminated and You are entitled to treat the Contract as being terminated. We shall reimburse to You as soon as is reasonably possible the sums paid by You to Us, and in any event within 14 Calendar Days of Your cancellation. | If We refuse or fail to deliver the Food to You, or if You fail to pay any and all sums then due to Us, then the Contract shall be deemed to be terminated and You are entitled to treat the Contract as being terminated. We shall reimburse to You as soon as is reasonably possible the sums paid by You to Us, and in any event within 14 Calendar Days of Your cancellation. |
| 5.10 | Where the Food may be used as a Commercial Unit, You may only reject or cancel all or part of the Food if it is not suitable for use as a Commercial Unit.  | Where the Food may be used as a Commercial Unit, You may only reject or cancel all or part of the Food if it is not suitable for use as a Commercial Unit.  |

## 6. Problems with the Catering

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|-----|---|
| 6.1 | We always use reasonable efforts to ensure that Our provision of the Catering Services is trouble-free. If there is a problem with the Catering Services We request that You [by email or writing] as soon as is reasonably possible.   |
| 6.2 | We will then use reasonable efforts to remedy any such problem with the Catering Services as quickly as 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 our agents or employees or sub-contractors, then Clause 5.2 will apply. If a problem has been caused by You, sub-contractors or suppliers, then You shall provide or taken by You, sub-contractors or suppliers for remedial work. |

## 7. Insurance

We shall ensure that We [REDACTED] [REDACTED] provides suitable and sufficient public liability insurance in order to [REDACTED] services.

## 8. Liability and Indemnity

- 8.1 Except in respect of damages caused by Our negligence, and except in respect of claims for misrepresentation, We shall not be liable for or pay compensation for any loss or damage suffered by You, or any third party, as a result of our representation, implied warranty, condition or other term of the Contract, or negligence or breach of contract or tort (including negligence) for any loss of profits, savings, or any indirect, special or consequential loss, or any other claims arising from any act or omission of Us or our employees or sub-contractors or

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- 9.3 The provisions of the Contract shall remain in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.
10. **Force Majeure**
- 10.1 We shall not be deemed in breach of the Contract or liable for any failure or delay in performance of the Contract where such failure or delay results from an event beyond Our reasonable control ("Force Majeure"). Such events shall be limited to: power failure, internet failure, fire, explosion, flood, war, sabotage, other industrial action, civil unrest, strikes, subsidence, acts of terrorism, acts of God, epidemic, or other natural disaster, or any other similar event that is beyond Our control.
- 10.2 In the event that We cannot perform Our obligations under the Contract for a continuous period of <<insert period>>, either You or We shall have the right to terminate the Contract by written notice at the end of such period. In the event of such termination, We shall be entitled to retain from You any sums due or still due from You to Us such as prepayments, deposits, and other sums We have incurred or for which We are liable to any third party in connection with the Catering Services and shall be reasonable and shall return any such contribution to You. We shall be obliged to, take such steps as We may deem appropriate to recover any such costs and expenses from the third party and shall, subject to deduction of such costs and expenses, reimburse any sums so recovered to You.
- 10.3 We shall advise You as soon as possible if and when any such Force Majeure event occurs and shall at the time provide an estimate to You of how long the event is expected to last and its likely impact on the performance of the Contract.
11. **Term, Cancellation and Termination**
- 11.1 The Contract shall commence on the date of the Order Confirmation and shall continue from time to time in accordance with the provisions of this Clause 11 and sub-Clauses 5.9 and 5.10.
- 11.2 Without prejudice to the provisions of this Clause 11, You may terminate this Contract pursuant to any other provision of this Contract or We may terminate this Contract pursuant to this Clause 11.2 at any time by giving a written notice to You. The notice shall be in writing and shall state that if You do give notice under this sub-Clause 11.2, the deposit shall be returnable;
- 11.2.1 under no circumstances shall the deposit be returnable;
- 11.2.2 if the notice is given less than <<insert period>> days before the start date of the Event, the deposit shall become <<insert percentage>>% of the Total Price payable to the extent that the same has not been received by Us;
- 11.2.3 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 deposit shall become <<insert percentage>>% of the Total Price payable shall become <<insert percentage>>% of the Total Price 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 deposit shall become <<insert percentage>>% of the Total Price payable shall become <<insert percentage>>% of the Total Price payable to the extent that the same has not already been received by Us;

- immediately  
already been
- 11.2.5 any additional  
arrangement  
demand.
- 11.3 Notwithstanding sub-  
Contract by giving v
- 11.3.1 any sum owing  
provisions of  
Days of the c
- 11.3.2 the other Party  
the Contract  
within <<insert  
giving full pa
- 11.3.3 an encumbrance  
company, and  
that other Party
- 11.3.4 the other Party  
being a company  
the meaning
- 11.3.5 the other Party  
made against  
the purposes  
a manner that  
bound by or  
the Contract
- 11.3.6 anything and  
jurisdiction of
- 11.3.7 that other Party
- 11.3.8 control of the  
persons not  
Contract. For  
persons" shall  
and 1122 re
- 11.4 For the purposes of  
of remedy if the Party  
respects.
- 11.5 Where You are the  
11.3, We shall refuse  
from You, and You  
the Contract.
- 11.6 The rights to terminate  
prejudice any other  
concerned (if any) d
12. **Effects of Termination**
- Upon the termination of the
- 12.1 any sum owing by c
- the extent that the same has not
- incurred by Us in cancelling any  
Event shall be paid by You on
- Party may immediately terminate the  
Party if:
- the other Party under any of the  
within <<insert period>> Business
- breach of any of the provisions of  
capable of remedy, fails to remedy it  
days after being given written notice  
and requiring it to be remedied;
- , or where the other Party is a  
of any of the property or assets of
- arrangement with its creditors or,  
to an administration order (within  
86);
- or firm, has a bankruptcy order  
, goes into liquidation (except for  
tion or re-construction and in such  
therefrom effectively agrees to be  
imposed on that other Party under
- foregoing under the law of any  
other Party;
- to cease, to carry on business; or
- red by any person or connected  
other Party on the date of the  
ause 11, "control" and "connected  
described thereto by Sections 1124  
tion Tax Act 2010.
- reach shall be considered capable  
with the provision in question in all
- s the Contract under sub-Clause  
and other amounts received by Us  
any other amount(s) payable under
- en by sub-Clause 11.3 shall not  
er Party in respect of the breach
- under any of the provisions of the

- Contract shall become payable;
- 12.2 all Clauses which, of their nature, relate to the period after the expiry or termination of the Contract shall remain In full force and effect;
- 12.3 termination shall notwithstanding the termination of the Contract, which the terminating Party may have in respect of the date of termination, entitle the terminating Party to damages or other remedy in respect of the event giving rise to the termination or any other remedy which any Party may have in respect of the Contract which existed at or before the date of termination;
- 12.4 subject as provided in Clause 9, neither Party shall be deemed to have waived or released the other except in respect of any accrued rights or obligation to the other; and
- 12.5 each Party shall (either before or after termination) cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other any documents in its possession or control which contain Confidential Information.
13. **How We Use Your Personal Information (Data Protection)**
- For complete details of Our use of your personal data including, but not limited to, the legal basis or bases for use of your personal data, the rights and how to exercise them, and our policy on personal data sharing (where applicable), please refer to Our Privacy Notice available at <insert location>.
14. **No Waiver**
- No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver by either Party of a breach of any provision of the Contract or to be a waiver of any subsequent breach of the same or any other provision of the Contract.
15. **Further Assurance**
- Each Party shall execute all such documents, deeds, documents and things as may be necessary to carry out the provisions of the Contract into full force and effect.
16. **Costs**
- Subject to any provisions to the contrary, each Party to the Contract shall pay its own costs of and incidental to the negotiation, execution and carrying into effect of the Contract.
17. **Set-Off**
- Neither Party shall be entitled to set-off or sums received in respect of the Contract or any other agreement in any manner from payments due to or by the other Party under the Contract or any other agreement.
18. **Assignment and Sub-Contracting**
- 18.1 [Subject to sub-Clause 18.2, neither Party may assign, sub-license or otherwise delegate its rights thereunder, or sub-contract its obligations thereunder without the written consent of the other Party, which consent shall not be unreasonably withheld.
- 18.2 [We shall be entitled to carry out all or some of the obligations undertaken by Us through any other member or sub-contractor skilled sub-contractor shall, for the purposes of this Clause, be deemed to be Our act or omission.]



19. **Relationship of the Parties**

Nothing in the Contract shall be construed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in the Contract.

20. **Non-Solicitation**

20.1 Neither Party shall, for a period of <<insert period>> after its termination of the Contract, employ or contract the services of any person who is or was previously engaged by the other Party at any time in relation to the Contract [without the express written consent of that Party].

20.2 Neither Party shall, for a period of <<insert period>> after its termination of the Contract, solicit or entice away from the other Party any customer or client with whom solicitation or enticement would cause damage to the other Party [without the express written consent of that Party].

21. **Third Party Rights**

21.1 No part of the Contract shall be construed to confer any rights on any third parties and accordingly the Contract (Third Parties) Act 1999 shall not apply to the Contract.

21.2 Subject to this Clause, the Contract shall continue and be binding on the transferee, successors and assigns of the Party as required.

22. **Notices**

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

22.2 Notices shall be deemed to have been given:

22.2.1 when delivered to the recipient by registered mail;

22.2.2 when sent, by electronic means, and a successful return receipt is generated; or

22.2.3 on the fifth business day after mailing, if mailed by national ordinary mail.

In each case, notice shall be deemed to have been given to the most recent address or e-mail address notified to the Party.

23. **Entire Agreement**

23.1 The documents contained in the Contract shall contain the entire agreement between the Parties in relation to the subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

23.2 Each Party acknowledges that, in entering into the Contract, it does not rely on any representation, warranty or statement made by the other Party in the documents contained in the Contract and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law.

24. **Severance**

In the event that one or more provisions of the Contract is found to be unlawful,

invalid or otherwise unenforceable shall be deemed severed from the remainder of the Contract and shall be valid and enforceable.

## 25. **Dispute Resolution**

25.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Contract through negotiations with their appointed representatives who have the authority to settle the dispute.

25.2 [If negotiations under clause 25.1 do not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.]

25.3 [If the ADR procedure under clause 25.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to resolve the dispute, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration by either Party.]

25.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Rules for Arbitration of the International Chamber of Commerce (ICC) unless the Parties are unable to agree on a set of rules. In the event that the Parties are unable to agree on a set of rules, either Party may, upon the request of the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the decision on rules to be applied.

25.5 Nothing in this Clause shall prevent either Party or its affiliates from pursuing any claim or dispute through the courts applying to a court of competent jurisdiction.

25.6 The Parties hereby agree that the arbitration and outcome of the final method of dispute resolution under this Clause shall be final and binding on both Parties.

## 26. **Law and Jurisdiction**

26.1 The Contract (including any non-contractual matters arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

26.2 Subject to the provisions of this Clause, any dispute, controversy, proceedings or claim between the Parties arising out of or relating to the Contract (including any non-contractual matters arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.

any dispute, controversy, proceedings or claim arising out of or relating to the Contract (including any non-contractual matters arising therefrom or associated therewith) shall be deemed severed from the remainder of the Contract and shall be valid and enforceable.

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