

## Detailed Services Schedule to the Terms and Conditions of Sale

### Agreed terms

#### 1. Interpretation

The following definitions and rules of interpretation apply in these terms and conditions.

##### 1.1 Definitions.

**Applicable Laws:** all applicable laws, statutes, regulations from time to time in force.

**Catering Services:** the catering services as set out on the Order Form including catering services which are incidental or ancillary to such catering services.

**Charges:** the sums payable for the Catering Services, as set out in the Order Form.

**Customer's Equipment:** any equipment provided by the Customer, its agents, subcontractors or consultants which is used directly or indirectly in the supply of the Catering Services including any such items specified on the Order Form.

**Deliverables:** any output of the Catering Services to be provided by the Supplier to the Customer as specified in the Order Form.

**Event Date:** means the date and time of the event specified in the Order Form.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Invoice:** means any invoice issued and/or despatched to the Customer detailing the Catering Services, the Charges and any reservation deposit required.

**Order Form:** means the Supplier's sales order form on which the parties agree to provide and pay for the Catering Services under these terms and conditions.

**Premises** means the premises specified in the Order Form at which the Catering Services are to be provided.

**Supplier's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Supplier to the Customer and used directly or indirectly in the supply of the Catering Services including any such items specified in the Order Form but

excluding any such items which are the subject of a separate agreement between the parties under which title passes to the Customer.

**VAT:** value added tax chargeable in the UK.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and, in the plural, shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.11 A reference to **writing** or **written** includes fax and email.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **this agreement** or to any other agreement or document referred to in this agreement is a reference of this agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this agreement) from time to time.

1.14 References to clauses and Schedules are to the clauses and Schedules of this agreement and references to paragraphs are to paragraphs of the relevant Schedule.

1.15 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2. Supplier's responsibilities and rights**

2.1 The Supplier shall:

- (a) provide the Catering Services with reasonable skill and care and in accordance with the Order Form in all material effects at the Premises on the Event Date;
- (b) order and purchase all supplies and equipment (other than the Customer Equipment) used by the Supplier to provide the Catering Services. Such supplies shall be ordered in the name and on behalf of the Supplier and not the Customer and all non-consumable supplies and equipment shall remain the property of the Supplier, consumable supplies and equipment shall pass to the Customer once incorporated in the Deliverables;
- (c) choose, prepare and price all food and beverages (if any) supplied (subject to prior consultation with the Customer);
- (d) provide staff as is required for the provision of the Catering Services and all administration relating thereto;
- (e) pay all suppliers with whom the Supplier shall enter into contracts in accordance with Clause 3.2;
- (f) remove the Supplier Equipment and any supplier materials from the Premises after the Event Date leaving surfaces used by the Supplier clean and tidy;
- (g) maintain insurance cover in respect of public and product liability (including cover in respect of food poisoning and deleterious substances in foodstuffs and beverages due to the negligence of the Supplier).

2.2 The Supplier shall have the right to make any reasonable changes to the Catering Services which are necessary to comply with any applicable law, best practice or safety requirement, or which do not materially affect the nature or quality of the Catering Services, the Supplier shall only notify the Customer if such a change has a material impact on the provision of the Catering Services and/or the Price.

2.3 Specific items on the Order Form, decoration or other items to be supplied by the Supplier are subject to market availability and the Supplier shall notify the Customer as soon as practicable if any item will not be available on the Event Date and the Supplier shall make reasonable endeavours to substitute the item with a similar product (where

agreed with the Customer). Where the item is not available, and it is not substituted under this clause 2.3 the Supplier shall decrease the Charges by the amount of the item not supplied but shall not be liable for any further damages relating to the failure to supply this item.

- 2.4 The Supplier shall observe all health and safety and security requirements that apply at the Customer's premises that have been communicated to it provided that it shall not be liable under this agreement if, as a result of such observation, it is in breach of any of its obligations under this agreement.

### **3. Customer's obligations**

- 3.1 The Customer shall:

3.1.1 ensure that the terms of the Order Form are complete and accurate and provide to the Supplier in a timely manner all documents, information, items and materials reasonably required by the Supplier in connection with the Catering Services and ensure that they are accurate and complete in all material respects;

3.1.2 grant to the Supplier or shall procure the right for the Supplier to supply the Catering Services at the Premises on the Event Date and shall be responsible for:

3.1.2.1 Clearly stating who has the authority to contractually bind the Customer on matters relating to the Catering Services

3.1.2.2 ensuring the Premises are fit for purpose and enabling the Supplier to perform the Catering Services in accordance with these Terms and Conditions;

3.1.2.3 where appropriate, preparing the Premises for the supply of the Catering Services;

3.1.2.4 obtaining and maintaining all necessary licences and consents and comply with all relevant legislation as required to enable the Supplier to provide the Catering Services, including in relation to the installation of the Supplier's Equipment, the use of the Customer's Equipment in all cases before the date on which the Catering Services are to start;

3.1.2.5 keeping and maintaining all materials, equipment, documents and other property of the Supplier at the Premises in safe custody at its own risk, maintain the Supplier Equipment in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

3.1.2.6 providing the Customer Equipment and ensuring that all the Customer's Equipment is in good working order and suitable for the purposes for which it is used in relation to the Catering Services and conforms to all relevant United Kingdom standards.

- 3.1.2.7 providing the Supplier, its employees, agents, consultants and subcontractors, with access to the Premises and other facilities as reasonably required by the Supplier;
- 3.1.2.8 paying the Charges in accordance with Clause 5;
- 3.1.2.9 providing and maintaining of (renewing and repairing where necessary):
  - 3.1.2.9.1 first aid and firefighting equipment; and
  - 3.1.2.9.2 such other equipment as may be agreed in writing between the Customer and the Supplier or as may be reasonably required by the Supplier for the provision of the Catering Services;
- 3.1.2.10 providing water, heating, lighting, electricity, gas and any other fuel required together with sewerage and refuse collection facilities;
- 3.1.2.11 cleaning (other than that which is the responsibility of the Supplier under Clause 3.1f) including the cleanliness of walls above the level of 6 feet from floor level windows ceilings lighting and ventilation fittings and floor surfaces and furniture in dining areas; and
- 3.1.2.12 effecting and maintaining all insurance (other than that which is the responsibility of the Supplier under Clause 3.1 (e)) including insurance for the Premises; and
- 3.1.2.13 inform the Supplier of all health and safety and security requirements that apply at the Premises. If the Customer wishes to make a change to those requirements which will materially affect provision of the Catering Services, it can only do so in accordance with Clause [ ] of the Terms and Conditions of Sale
- 3.1.2.14 Inform the Supplier of any specific food allergies/intolerances, special requirements relating to the Customer Catering Services at the time of booking of the Catering Services or if after this in accordance with Clause of the Terms and Conditions of Sale.

3.2 The matters to be undertaken or provided in accordance with Clause 4.1 are to be undertaken and provided at the Customer's cost and subject to all statutory provisions or regulations relating thereto co-operate with the Supplier in all matters relating to the Catering Services;

#### **4 Charges and payment**

4.1 In consideration of the provision of the Catering Services by the Supplier, the Customer shall pay the Charges.

4.2 The Charges shall be payable in the following manner:

4.2.1 25% of the total Charges on return of the Order Form;

4.2.2 The remaining 80% on the Event Date.

4.3 Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier any sum due under this agreement on the due date the Supplier may suspend all or part of the Catering Services until payment has been made in full.

## **5 Intellectual Property rights**

5.1 Each party shall retain the rights in the Intellectual Property they owned at the beginning of this Agreement and nothing in this Agreement shall be deemed to transfer any existing intellectual property rights from one party to another. Any Intellectual Property rights developed during this Agreement shall belong to the Supplier and the Customer shall take such actions as reasonably necessary to ensure that these rights are vested in the Supplier.

5.2 Both parties warrant that the receipt and use of the other party's Intellectual Property in the performance of this Agreement shall not infringe the rights, including any Intellectual Property rights, of any third party.

## **6 Consequences of termination**

6.1 On termination or expiry of this agreement:

6.1.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of the Catering Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;

6.1.2 the Customer shall, within a reasonable time, return all of the Supplier's Equipment. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of the Supplier's Equipment. Until they have been returned or repossessed, the Customer shall be solely responsible for their safe keeping;

6.1.3 clauses dealing with the following areas shall continue in force: this clause 1(Interpretation), this clause 5(Intellectual property rights),13 (Limitation of liability), this clause 6(Consequences of termination), 15.5 (Waiver), 15.4 (Severance), 6.2 below (Conflict), 15.6 (Governing law) and (Jurisdiction).

6.2 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any

breach of the agreement which existed at or before the date of termination or expiry.

**7 Conflict**

If there is an inconsistency between any of the provisions of this agreement and the provisions of the Order Form, the Terms and Conditions of Sale or this Detailed Service Schedule the provisions of the Order Form shall prevail, followed by the Terms and Conditions of Sale and then this Detailed Service Schedule.