

CATERING TERMS AND CONDITIONS

LARGE FUNCTIONS (B2B)

These Terms and Conditions apply to business customers by <<Name>> [name if different from company name Partnership, LLP, Private Limited] <<insert registration number>> address>> and] whose main tra

for the provision of catering services <<insert trading name>> [, trading as <<insert trading name>> business type, e.g. Sole Trader, Partnership, LLP, Private Limited, registered in England under number <<insert registered address>> address is <<insert registered address>> ("the Caterer").

1. Definitions and Interpretation

1.1 In these Terms and Conditions the following expressions shall have the meanings:

the context otherwise requires, the meanings:

"Business Day" means any day other than a Saturday or Sunday or a public holiday in the place where the Caterer has its principal place of business;

Saturday or Sunday) on which the Caterer provides their full range of normal catering services;

"Calendar Day" means any day of the year;

"Catering Services" means the services (including supply of Food) which are specified in Your Order Confirmation (and any subsequent Order Confirmation);

services (including supply of Food) which are specified in Your Order Confirmation (and any subsequent Order Confirmation);

"Catering Staff" means the staff provided as part of the Catering Services;

provided as part of the Catering Services;

"Commercial Unit" means a premises (in this case, the Food) where the Caterer's goods would be materially damaged;

in this case, the Food) where the Caterer's 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 this Contract (whether orally or in writing or otherwise) and which either or not the information is confidential or marked as such);

Party, information which is disclosed by one Party pursuant to or in connection with this Contract (whether orally or in writing or otherwise) and which either or not the information is confidential or marked as such);

"Contract" means the provision of the Catering Services under the Order, Our Order Confirmation and any subsequent Order Confirmation;

the provision of the Catering Services under the Order, Our Order Confirmation and any subsequent Order Confirmation;

"Data Protection Legislation" means the law in force from time to time in the United Kingdom applicable to data protection and privacy including the UK GDPR (the retained EU law) and the Data Protection Act 2018 (the Data Protection Act 2018) and by virtue of section 3 of the Data Protection Act 2018 (the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 as amended;

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

amount made to Us under sub-Clause 4.3;



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“Event” means an event organised by You for which the Catering Services are ordered as described in Your Order;

“Food” means the Food and Beverages that We will provide as part of the Catering Services;

“Order” means an order for Catering Services [as attached] OR an order for Catering Services [as attached];

“Order Confirmation” means a written confirmation in writing of Your Order;

“Price” means the Price payable for the Catering Services;

“Total Price” means the Total Price payable as explained in the Order Confirmation;

“We/Us/Our” means We, Us or Our, which includes all employees and agents of the Company;

“You/Your” means You or Your;

1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message or other means];

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

1.4 The headings used in these Terms and Conditions are for convenience only and shall have no effect on the interpretation of these Terms and Conditions.

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

1.6 Each reference to a gender includes any other gender.

1.7 References to persons include corporations and other legal entities.

2. **Information About Us**

2.1 Our VAT number is [insert VAT number];

2.2 [We are regulated by the Financial Conduct Authority (FCA) as a Regulated Activity (RA) of [insert RA] (Regulator(s))>>.]

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

2.4 [<<Insert further information>>].

3. **The Catering Services**

3.1 We shall provide the Catering Services to You using reasonable skill and care and in accordance 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 by notifying Us in writing. You do so as soon as reasonably practicable. We will endeavour to accommodate any such requested change, provided that We will be able to do so, particularly if changes are requested a short time before the Event. If You request a change, You shall be liable to pay to Us the Price of any Price increase to reflect the change and will be liable to pay to Us the Price of any Price increase in the light of such increase. You shall be deemed to proceed with that change in the event that You do not notify Us in writing to implement the change.

3.3 If, due to circumstances beyond Our control, We have to make any change in the Catering Services, We shall notify You in writing as soon as reasonably practicable.

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the Catering Services. We shall notify You forthwith and in any event within a reasonable time of any changes to a minimum of 14 days of the original as is reasonable in the circumstances.

to do so provided that We notify You in reasonable endeavours to keep such changes to a minimum of 14 days of the original as is reasonable in the circumstances.

3.4 Where We reasonably believe that the performance of Our Order Confirmation or the Catering Services will be materially affected, We shall take each of those steps as a condition of Our obligation for the purposes of the Contract.

3.4 Where We reasonably believe that the performance of Our Order Confirmation or the Catering Services will be materially affected, We shall take each of those steps as a condition of Our obligation under the Contract to perform the Catering Services. In the event of doubt, We shall also have that obligation.

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>>].

4.1 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 at the applicable rate currently in force in the United Kingdom plus the VAT thereon. We shall issue a VAT invoice to You as soon as We have performed the Catering Services [after <<insert number of days>> days [after the date of the Contract]].

4.2 VAT will be charged on the Price at the applicable rate currently in force in the United Kingdom plus the VAT thereon. We shall issue a VAT invoice to You as soon as We have performed the Catering Services [after <<insert number of days>> days [after the date of the Contract]].

4.3 Before We begin performing the Catering Services, You will be required to pay a Deposit of £<<insert number>> (representing <<insert percentage>>% of the Total Price) The Deposit shall be payable [within <<insert number of days>> days [after the date of the Contract]].

4.3 Before We begin performing the Catering Services, You will be required to pay a Deposit of £<<insert number>> (representing <<insert percentage>>% on account of the Total Price) Your Deposit is [<<insert date>>] after the date of the Contract].

4.4 The balance of the Price shall be payable [upon invoice] OR [within <<insert number of days>> days [after the issue of the invoice]] OR [on <<insert date>>].

4.4 The balance of the Price shall be payable [upon invoice] OR [within <<insert number of days>> days [after the issue of the invoice]] OR [on <<insert date>>].

4.5 If We issue the Order Confirmation before the start of the Event, the Price shall be payable in full [within <<insert number of days>> days [after the date of the Contract]] once We have issued an invoice to You.

4.5 If We issue the Order Confirmation before the start of the Event, the Price shall be payable in full [within <<insert number of days>> days prior to the start of the Event] pursuant to clauses 4.3 and 4.4, the Total Price [within <<insert number of days>> days [after the date of the Contract]] once We have issued an invoice to You.

4.6 We accept the following terms and conditions:

4.6 We accept the following terms and conditions:

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>>

4.6.5 <<add more terms and conditions>> required>>].

4.7 Time shall be of the essence of the Contract. If You fail to make any payment when due, We shall, without prejudice to any other rights which We may have, have the right to time to time, have the right to suspend the performance of the Catering Services until payment is made in full. Interest shall be payable at the rate of <<insert percentage>> per annum from time to time in arrears, notwithstanding such suspension.

4.7 Time shall be of the essence of the Contract. If You fail to make any payment when due, We shall, without prejudice to any other rights which We may have, have the right to suspend the performance of the Catering Services until payment is made in full. Interest shall be payable at the rate of <<insert percentage>> per annum from time to time in arrears, notwithstanding such suspension. Interest shall be payable at the rate of <<insert percentage>> per annum from time to time in arrears, notwithstanding such suspension.

5. Details relating to provision of Catering Services

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5.1 If We require any information from You in order to provide the Catering Services, We shall notify You in writing.

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Catering Services, possible.

of this as soon as is reasonably

5.2 If the information of incomplete or other caused as a result compensate for a incorrect information additional sum for the

under sub-Clause 5.1 is delayed, not be responsible for any delay required from Us to correct or result of incomplete or otherwise We may charge You a reasonable

5.3 We follow all relevant including, but not limited

at all stages of food preparation handling.

5.4 If We are delivering Food is transported

Clause 5.5, We shall ensure that all vehicles.

5.5 We will deliver [and specified in the Order We will make it available Order Confirmation. Catering Services, the Catering working hours, specified

>>] the Food at the time and date you are collecting the Food from Us, the time and date specified in the be provided as part of the Catering at the time, date, and for the duration.

5.6 Delivery of the Food been delivered to the You (or someone if You are collecting place when You have

been taken place when the Food has specified in the Order Confirmation and taken physical possession of it. If every will be deemed to have taken

5.7 The responsibility (delivery is completed You.

for the Food remains with Us until Clause 5.6 at which point it will pass to

5.8 Title to the Food passes

once we received payment in full.

5.9 If We refuse or fail Order Confirmation all sums then due You are entitled to the Contract as being Catering Services We have reasonably possible within 14 Calendar

at the time and date specified in the either Your failure to pay any and by You of the Contract or where (under Clause 10), You may treat the effective of any part of the Catering reimburse to You as soon as is provided by You to Us, and in any event following Your cancellation.

5.10 Where the Food may reject or cancel all orders

if a Commercial Unit, You may only

6. **Problems with the Catering**

6.1 We always use reasonable Catering Services is trouble Catering Services We request possible.

that Our provision of the Catering is a problem with the Catering [in writing] as soon as is reasonably

6.2 We will then use reasonable Catering Services as

to remedy any such problem with the as possible and practical.

6.3 We will not charge the problems have Our or sub-contractors. incorrect or incomplete Clause 5.2 will apply

to a problem under this Clause 6 where by any of Our agents or employees if a problem has been caused by then provided or taken by You, sub-contractors for remedial work.

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or any employee or officer of any
ng to the other Party a written
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
other person
at any time a
of that Party
disclose any
knowledge.

any purpose, or disclose it to any
it is at the date of the Contract, or
public knowledge through no fault
or disclosure, that Party must not
al Information which is not public

9.3 The provisions of the
terms, notwithstand

be in force in accordance with their
Contract for any reason.

10. **Force Majeure**

10.1 We shall not be de
or delay in performi
any cause that is
causes include, but
failure, strikes, lock
flood, storms, ear
actual), acts of war
or any other similar

ne Contract or liable for any failure
e such failure or delay results from
control ("Force Majeure"). Such
er failure, internet service provider
action, civil unrest, fire, explosion,
acts of terrorism (threatened or
pidemic, or other natural disaster,
s beyond Our control.

10.2 In the event that
obligations under t
either You or Us
notice at the end of
entitled to retain fro
costs, expenses an
are liable to any th
such contribution to
balance to You. We
shall in Our discre
expenses from the
costs incurred in c
You.

Majeure We cannot perform Our
uous period of <<insert period>>,
terminate the Contract by written
t of such termination, We shall be
ed or still due from You to Us such
We have incurred or for which We
n with the Catering Services and
be reasonable and shall return any
bliged to, take such steps as We
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 T**

11.1 The Contract shall
shall continue from
sub-Clauses 5.9 an

ate of the Order Confirmation and
e provisions of this Clause 11 and

11.2 Without prejudice to
provision of the Co
sub-Clause 11.2 at
Us referring to this
this sub-Clause 11.

the Contract pursuant to any other
ate the Contract pursuant to this
effect by giving a written notice to
d that if You do give notice under

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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 Total Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;

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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 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 or Catering Services shall be paid by You.

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11.3 Notwithstanding anything to the contrary in the Contract, the other Party may immediately terminate the Contract by giving written notice to the other Party if:

11.3.1 any sum owing to Us under any of the provisions of the Contract is not paid within <<insert period>> Business Days of the due date;

11.3.2 the other Party is in breach of any of the provisions of the Contract and is not capable of remedy, fails to remedy it within <<insert period>> Business Days after being given written notice and requiring it to be remedied;

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11.3.3 an encumbrance is placed on, or where the other Party is a company, a charge is created over, any of the property or assets of the other Party;

11.3.4 the other Party is in an arrangement with its creditors or, where the other Party is a company, to an administration order (within the meaning of Section 86);

11.3.5 the other Party, or firm, has a bankruptcy order made against it, or goes into liquidation (except for the purposes of a reconstruction or re-construction and in such a manner that the other Party therefrom effectively agrees to be bound by or subject to any order imposed on that other Party under the Contract);

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11.3.6 anything is done in contravention of the law of any jurisdiction of which the other Party is a citizen or resident;

11.3.7 that other Party ceases to carry on business; or

11.3.8 control of the other Party is exercised by any person or connected person (within the meaning of section 1124 of the Finance Act 2010) other than the other Party on the date of the termination of the Contract. For the purposes of this clause 11, "control" and "connected person" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Finance Act 2010.

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11.4 For the purposes of this clause 11, each shall be considered capable of acting lawfully.

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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 any other right or remedy) or any other breach

12. **Effects of Termination**

Upon the termination of the Contract:

12.1 any sum owing by You under the Contract shall become due

12.2 all Clauses which, either before the expiry or termination

12.3 termination shall not be affected by which the termination or any other termination or any other termination may have in respect of the date of termination

12.4 subject as provided in the Contract, neither Party shall be liable to the other

12.5 each Party shall (either before or after) cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all such Confidential Information in its possession or control which contains

13. **[Data Protection]**

For complete details of Our data including, but not limited to, the legal basis or bases for use of personal data sharing (where applicable) [available from <<insert location>>]

14. **[Data Processing]**

14.1 In this Clause 14 a "data subject", "data controller", "data processor" shall have the meaning defined in the applicable legislation.

14.2 [All personal data processed on behalf of You, subject to these Terms and Conditions, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter before any personal data is processed.]

OR

14.2 [Both Parties shall comply with the data protection requirements set out in the Data Protection Legislation and shall not be held liable for any breach of such requirements.]

14.3 For the purposes of the applicable legislation and for this Clause 14 and the Contract, the Party which is the "Data Controller" and You are the "Data Processor".

with the provision in question in all respects.

under the Contract under sub-Clause 11.3 and other amounts received by Us from You, and any other amount(s) payable under the Contract.

by this Clause 11 shall not prejudice any other right or remedy in respect of the breach concerned (if any).

under any of the provisions of the Contract shall be payable;

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

of a similar nature, relate to the period after termination and shall remain in full force and effect; Your right 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 shall not be affected.

except in respect of any accrued rights or obligations of either Party to the other; and

referred to in Clause 9) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party all such Confidential Information in its possession or control which contains Confidential Information.

storage, and retention of personal data including, but not limited to, the legal basis or bases for use of personal data sharing (where applicable) [available from <<insert location>>]

personal data", "data subject", "data controller", "data processor" shall have the meaning defined in the applicable legislation.

on behalf of You, subject to these Terms and Conditions, shall be processed in accordance with the terms of a Data Processing Agreement into which the Parties shall enter before any personal data is processed.]

the data protection requirements set out in the Data Protection Legislation and shall not be held liable for any breach of such requirements.]

islation and for this Clause 14 and the Contract, the Party which is the "Data Controller" and You are the "Data Processor".

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Controller”.

14.4 The type(s) of personal data to be processed, and the purposes for which the personal data is to be processed, shall be set out in a Schedule to the Contract.

14.5 The Data Controller shall ensure that all necessary consents are in place and that all necessary notices are in place and notices required for the transfer of personal data to the Data Processor for the purposes set out in [these Terms and Conditions] **AND/OR** [the Contract].

14.6 The Data Processor shall process the personal data processed by it in accordance with the instructions under [these Terms and Conditions] **AND/OR** [the Contract].

14.6.1 Process the personal data in accordance with the written instructions of the Data Controller unless otherwise required to process the personal data Processor shall promptly notify the Data Controller 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 accidental or unlawful destruction, damage or loss, disclosure, alteration or access, (b) are proportionate to the potential harm that may result from such events, taking into account the nature of the personal data and the cost of implementing those measures, (c) shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Contract.

14.6.3 Ensure that the Data Processor and its subcontractors (if any) are contractually obliged to keep the personal data confidential and to restrict access to the personal data (whether or not such persons are contractually obliged to keep the personal data confidential).

14.6.4 Not transfer the personal data to any third party 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 third party is a Data Processor for the Data Processor has/have provided satisfactory assurances for the transfer of personal data;

14.6.4.2 Affected individuals have been notified of the enforceable rights and effective legal remedies available to them;

14.6.4.3 The third party complies with its obligations under the applicable data protection legislation, providing an adequate level of protection for the personal data so transferred; and

14.6.4.4 The third party complies with all reasonable instructions given by the Data Controller with respect to the processing of the personal data.

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 applicable data protection Legislation with respect to data security, breach notifications, impact assessments, and consultations with supervisory authorities (including, but not limited to, the Information Commissioner’s Office);

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14.6.6 Notify the Data Controller of any breach;

undue delay of a personal data

14.6.7 On the Data Controller's instruction, delete (or otherwise dispose of) or destroy the Data Controller's records and any copies thereof to retain any

instruction, delete (or otherwise dispose of) or destroy the Data Controller's records and any copies thereof to retain any

14.6.8 Maintain complete and accurate records of all processing activities and measures implemented necessary to ensure compliance with Clause 14] AND/OR [the Contract] and to allow the Data Controller and/or any party designated by the Data Controller to verify compliance with the same.

records of all processing activities and measures implemented necessary to ensure compliance with Clause 14] AND/OR [the Contract] and to allow the Data Controller and/or any party designated by the Data Controller to verify compliance with the same.

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

any of its obligations with respect to the processing of personal data under [this Clause 14] AND/OR [the Contract].]

OR

14.7 [The Data Processor shall be responsible for ensuring compliance with its obligations with respect to the processing of personal data under [this Clause 14] AND/OR [the Contract] (such as to ensure that the Data Processor does not disclose personal data to a sub-contractor with respect to any of its obligations to a sub-contractor with respect to the processing of personal data under [this Clause 14] AND/OR [the Contract] prior written consent of the Data Controller (which may be reasonably withheld). In the event that the Data Processor discloses personal data to a sub-contractor, the Data Processor shall:

disclose personal data to a sub-contractor, the Data Processor shall:

14.7.1 Enter into a contract 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/OR [the Contract] and which shall be enforceable by the Data Controller.

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/OR [the Contract] and which shall be enforceable by the Data Controller.

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

complies fully with its obligations under the applicable Data Protection Legislation.]

14.8 Either Party may, at any time, terminate this Contract by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which the provisions of the Contract, replacing them with any applicable provisions of the Contract, shall be replaced by attached Schedule 1.

at any time, terminate this Contract by giving the other Party <<insert period, e.g. 30 calendar days'>> notice, after which the provisions of the Contract, replacing them with any applicable provisions of the Contract, shall be replaced by attached Schedule 1.

15. **No Waiver**

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

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

16. **Further Assurance**

Each Party shall execute and do all such acts and things as may be necessary to carry out its obligations under the Contract into full force and effect.

Each Party shall execute and do all such acts and things as may be necessary to carry out its obligations under the Contract into full force and effect.

17. **Costs**

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the performance, execution and carrying into effect of the Contract.

Subject to any provisions to the contrary, each Party shall pay its own costs of and incidental to the performance, execution and carrying into effect of the Contract.

18. **Set-Off**

Neither Party shall be entitled to set-off or to receive any sums received in respect of any payments due under the Contract or any other agreement.

Neither Party shall be entitled to set-off or to receive any sums received in respect of any payments due under the Contract or any other agreement.

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24. **Entire Agreement**

- 24.1 [[Subject to the provisions of the Contract containing its subject matter and signed by the duly authorized representatives of the Parties] OR [The] documents comprising the Contract between the Parties with respect to its subject matter and signed by the duly authorized representatives of the Parties, except by an instrument in writing signed by the duly authorized representatives of the Parties.
- 24.2 Each Party acknowledges that in entering into the Contract, it does not rely on any representation, statement or information except as expressly provided in the documents comprising the Contract and all conditions, warranties or other terms implied by law are excluded to the fullest extent permitted by law.

25. **Severance**

In the event that one or more provisions of the Contract are found to be unlawful, void or otherwise unenforceable, such provision(s) shall be deemed severed from the remainder of the Contract and the remaining provisions of the Contract shall be valid and enforceable.

26. **Dispute Resolution**

- 26.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Contract through negotiations by their appointed representatives who have the authority to bind the Parties.
- 26.2 [If negotiations under this clause do not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, the parties will attempt to resolve the matter through an agreed Alternative Dispute Resolution (ADR) procedure.]
- 26.3 [If the ADR procedure under clause 26.2 does not resolve the matter within <<insert period>> days of the date of the last attempt to negotiate, that procedure, or if either Party will not participate in the ADR procedure, the dispute may be referred to arbitration.]
- 26.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and the Rules for Arbitration of the International Chamber of Commerce. In the event that the Parties are unable to agree on an arbitrator, 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 appointment of an arbitrator or arbitrators and for any decision on rules that may apply.
- 26.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.
- 26.6 The Parties hereby acknowledge that the award and outcome of the final method of dispute resolution under this clause shall [not] be final and binding on both Parties.

27. **Law and Jurisdiction**

- 27.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.
- 27.2 Subject to the provisions of this clause, any dispute, controversy, proceedings or claim between the Parties arising out of or from the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales.