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CATERING AGREEMENTS (B2B)

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**THIS AGREEMENT** is made the  
**BETWEEN:**

- (1) <<Name of Catering Company>> a <<insert company name>>], a <<insert business type>> (e.g. 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>> (e.g. 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>> [whose full legal name is <<insert full legal name>>] a <<insert business type>> (e.g. 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 on the terms and conditions of this Agreement.
- (3) The Caterer agrees to provide food and catering services to the Customer, subject to the terms and conditions of this Agreement.

**IT IS AGREED** as follows:

**1. Definitions and Interpretation**

- 1.1 In this Agreement the following expressions have the following meanings unless otherwise requires, the following

**“Business Day”** means any day (other than a Saturday or Sunday) on which the Caterer is open for their full range of normal business hours; <<insert business hours>>;

**“Calendar Day”** means any day of the year;

**“Catering Services”** means the services (including supply of Food) which the Caterer provides to the Customer as specified in as detailed in Schedule 1;

**“Commercial Unit”** means a unit of goods (in this case, the Food) where the loss or damage to the goods would be materially more than the cost of replacement;

**“Confidential Information”** means information which is confidential to the other Party pursuant to or in accordance with the terms of any agreement (whether orally or in writing) between the Parties, whether or not the information is marked as confidential or marked as such);

**“Deposit”** means the sum of money made to Us under sub-Clause 4.3;

**“Event”** means an event organised by You for which the Caterer is engaged as detailed in Schedule 1;

**“Food”** means the food and drink provided as part of the Catering Services;

	<b>“Price”</b>	me	price payable for the Catering Schedule 2;
	<b>“Total Price”</b>	Me Cla	ice payable as explained in
	<b>“We/Us/Our”</b>	me the	udes all employees and agents of
	<b>“You/Your”</b>	me	
	1.2	Each reference in	ting” and any similar expression
		includes electronic or	sent by e-mail, [text message,] or
		other means.	
	1.3	Each reference to	of a statute is a reference to that
		statute or provision	ed at the relevant time.
	1.4	Each reference to “	rence to this Agreement and each
		of its Schedules as	ed at the relevant time.
	1.5	Each reference to a	to a schedule to this Agreement.
	1.6	The headings used	r convenience only and shall have
		no effect upon the in	ement.
	1.7	Each reference to th	include the plural and vice versa.
	1.8	Each reference to a	any other gender.
	1.9	References to perso	tions.
	<b>2. Information About Us</b>		
	2.1	Our VAT number is	
	2.2	[We are regulated b	regulator(s)>>.]
	2.3	[We are a member	association(s) etc.>>.]
	2.4	[<<Insert further inf	
	<b>3. The Catering Services</b>		
	3.1	We shall provide th	ou using reasonable skill and care
		consistent with best	in the catering market.
	3.2	You may request a	Services up to <<insert period>>
		before the Event b	u do so as soon as reasonably
		possible. We will	ours to accommodate any such
		requested change	e that We will be able to do so,
		particularly if chang	short time before the Event. If You
		make a requested c	ou of any Price increase to reflect
		the change and wil	o proceed with that change in the
		light of such increas	tion to implement the change.
	3.3	If, due to circumsta	onable control, We have to make
		any change in the	shall be entitled to do so provided
		that We notify You	use all reasonable endeavours to
		keep such changes	k to provide You with services as
		close to the original	e in the circumstances.
	3.4	Where We reasona	paratory step(s) after the date this
		Agreement is mad	ement requires Us to begin the

Catering Services correctly on a timely basis as scheduled, We shall not be liable to take each of those steps. In the event of doubt, We shall also have that obligation for the purpose of this Agreement.

the Catering Services fully and the Event can take place as and when scheduled. We shall not be liable to take each of those steps. In the event of doubt, We shall also have that obligation under this Agreement to take each of those steps. In the event of doubt, We shall also have that obligation under this Agreement to take each of those steps.

#### 4. Price and Payment

4.1 The VAT exclusive Price for the Catering Services is detailed in Schedule 2.

Catering Services is detailed in Schedule 2.

4.2 VAT will be charged at the applicable rate currently in force in the United Kingdom plus the VAT thereon. We will issue a VAT invoice for the Price payable for the Catering Services as soon as We have payment in full. We will issue a VAT invoice for the Price payable for the Catering Services as soon as We have payment in full. We will issue a VAT invoice for the Price payable for the Catering Services as soon as We have payment in full.

You in addition to that Price 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 as soon as We have payment in full. We will issue a VAT invoice for the Price payable for the Catering Services as soon as We have payment in full. We will issue a VAT invoice for the Price payable for the Catering Services as soon as We have payment in full.

4.3 Before We begin providing the Catering Services, You will be required to pay a Deposit of £<<insert number>> (which shall be a percentage of the Total Price) The deposit shall be payable <<insert number>> days prior to the start of the Event OR [within <<insert number>> days of the date of signature of this Agreement].

services, You will be required to pay a Deposit of £<<insert number>> (which shall be a percentage of the Total Price) The deposit shall be payable <<insert number>> days prior to the start of the Event OR [within <<insert number>> days of the date of 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>>].

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 prior to the start of the Event, notwithstanding any payment made by You, the Total Price shall be payable in full at the time of termination.

<<insert number>> days prior to the start of the Event, notwithstanding any payment made by You, the Total Price shall be payable in full at the time of termination.

4.6 We accept the following terms and conditions:

at:

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>>.

required>>.

4.7 Time shall be of the essence of this Agreement. If You fail to make any payment due under this Agreement, We shall, without prejudice to any other right which We may have, have the right to suspend the provision of the Catering Services to You until payment is made in full. We shall charge interest on any sums over due until payment is made in full at the rate of <<insert percentage>> per annum from time to time in force in the United Kingdom notwithstanding sub-Clause 4.6.

under this Agreement. If You fail to make any payment due under this Agreement, We shall, without prejudice to any other right which We may have, have the right to suspend the provision of the Catering Services to You until payment is made in full. We shall charge interest on any sums over due until payment is made in full at the rate of <<insert percentage>> per annum from time to time in force in the United Kingdom notwithstanding sub-Clause 4.6.

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

#### 5.1

5.1 If We require any information from You in order to provide the Catering Services, You shall provide such information as soon as is reasonably practicable.

from You in order to provide the Catering Services, You shall provide such information as soon as is reasonably practicable.

5.2 If the information provided by You under sub-Clause 5.1 is delayed, incomplete or otherwise incorrect, We shall not be responsible for any delay in the provision of the Catering Services required from Us to correct or compensate for a delay, incomplete or otherwise incorrect information. We may charge You a reasonable fee for any such delay, incomplete or otherwise incorrect information.

under sub-Clause 5.1 is delayed, incomplete or otherwise incorrect, We shall not be responsible for any delay in the provision of the Catering Services required from Us to correct or compensate for a delay, incomplete or otherwise incorrect information. We may charge You a reasonable fee for any such delay, incomplete or otherwise incorrect information.

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y caused by Our negligence, and  
misrepresentation, We shall not be  
liable for any damages, whether in  
contract, tort, or otherwise, arising  
out of this Agreement, or negligence

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or other duty at contract or tort (including negligence) for any loss of profits, savings, or any indirect, special or consequential loss, damages or other claims arising from any act or omission of Us or our employees or sub-contractors or any other in connection with the performance of obligations arising under this Agreement or with the Catering Services supplied in connection with the

8.2 You shall indemnify Us for all damages, costs, claims and expenses incurred by Us arising from or in connection with the use of any equipment (including that of our employees or sub-contractors) caused by or for employees.

8.3 [If We are providing Catering Services to Your property and We cause any damage, We will make good the same at no additional cost to You. We are not responsible for any damage in or to Your property caused by the Catering Services.]

## 9. Confidentiality

9.1 Each Party undertakes to keep confidential and not to disclose or use for any purpose other than as contemplated by the terms of this Agreement any Confidential Information in any way or part with possession of which by that Party, would constitute a breach of any of the provisions of Clauses 9.1.1 to 9.1.4 above.

9.1.1 keep confidential and not to disclose or use for any purpose other than as contemplated by the terms of this Agreement any Confidential Information in any way or part with possession of which by that Party, would constitute a breach of any of the provisions of Clauses 9.1.1 to 9.1.4 above.

9.1.2 not disclose or use for any purpose other than as contemplated by the terms of this Agreement any Confidential Information in any way or part with possession of which by that Party, would constitute a breach of any of the provisions of Clauses 9.1.1 to 9.1.4 above.

9.1.3 not use any Confidential Information in any way or part with possession of which by that Party, would constitute a breach of any of the provisions of Clauses 9.1.1 to 9.1.4 above.

9.1.4 not make any Confidential Information available to any officers, employees, agents, sub-contractors or other persons, which, if done by that Party, would constitute a breach of any of the provisions of Clauses 9.1.1 to 9.1.4 above.

9.1.5 ensure that any Confidential Information disclosed by or to any officers, employees, agents, sub-contractors or other persons, which, if done by that Party, would constitute a breach of any of the provisions of Clauses 9.1.1 to 9.1.4 above.

9.2 Either Party may:

9.2.1 disclose any Confidential Information to:

9.2.1.1 any sub-contractor or employee of that Party;

9.2.1.2 any government authority or regulatory body; or

9.2.1.3 any other person if that Party or of any of the officers, employees, agents, sub-contractors or other persons, which, if done by that Party, would constitute a breach of any of the provisions of Clauses 9.1.1 to 9.1.4 above.

to such extent as may be necessary for the purposes contemplated by this Agreement (including the provision of the Catering Services), or to inform the relevant authorities of the Information (including where the disclosure is to any government authority or regulatory body or any employee or officer of any government authority or regulatory body) or to the other Party a written undertaking in question. Such undertaking should be a written undertaking in the terms of this Clause 9, to keep the Confidential Information confidential and to use it only for the purposes for which it was disclosed; and

9.2.2 use any Confidential Information for any purpose, or disclose it to any other person, if it is at the date of this Agreement,

or at any time  
fault of that  
not disclose  
knowledge.

- 9.3 The provisions of the Agreement shall remain in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

## 10. Force Majeure

- 10.1 We shall not be deemed in default of this Agreement or liable for any failure or delay in performance of our obligations where such failure or delay results from any event beyond Our reasonable control ("Force Majeure"). Such events shall be limited to: power failure, internet failure, other industrial action, civil unrest, fire, explosion, flood, strike, subsidence, acts of terrorism, sabotage, governmental action, epidemic, or other natural disaster, or any other similar event that is beyond Our control.

- 10.2 In the event that Force Majeure occurs, We cannot perform Our obligations under the Agreement for a continuous period of <<insert period>>, We shall terminate this Agreement by written notice at the end of such period. At the time of such termination, We shall be entitled to retain from You any sums due or still due from You to Us such as deposits or prepayments. We shall be liable to any third parties with whom We have incurred or for which We are liable to any third parties in connection with the Catering Services and shall return any such contribution to balance to You. We shall in Our discretion recover any such costs and expenses from the You and shall, subject to deduction of such costs incurred in connection with the recovery, 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 Agreement.

## 11. Term, Cancellation and Termination

- 11.1 This Agreement shall commence on the date at the top of the first page of this Agreement and shall continue in force until the date, subject to the provisions of this Clause 11 and Clause 12.

- 11.2 Without prejudice to any other provision of this Agreement, We may terminate this Agreement pursuant to this sub-clause with immediate effect by giving a written notice to Us. You shall be obliged to give notice under this clause 11.2 provided that if You do

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 <<insert percentage>>% of the Total Price payable to the extent not already 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 Total Price payable shall become <<insert percentage>>% of the Total Price payable to the extent not already received by Us;

es, public knowledge through no fault of that Party must not disclose Confidential Information which is not public knowledge.

shall remain in force in accordance with their terms, notwithstanding the termination of the Agreement for any reason.

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s than <<insert period>> days but not less than <<insert period>> days before the start date of the Event, the Total Price payable shall become <<insert percentage>>% of the Total Price payable to the extent not already received by Us;

- immediately after the date of the breach, to the extent that the same has not already been paid by the other Party.
- 11.2.4 if the notice is given less than <<insert period>> days before the start date of the Agreement, the Total Price shall become immediately payable by the other Party to the extent that the same has not already been paid by the other Party.
- 11.2.5 any additional costs incurred by Us in cancelling any arrangement shall be paid by You on demand.
- 11.3 Notwithstanding sub-Clause 11.2, We may immediately terminate this Agreement by giving notice to the other Party if:
- 11.3.1 any sum owed by the other Party under any of the provisions of the 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 the Agreement which is capable of remedy, fails to remedy the breach within <<insert period>> Business Days after being given written notice giving it the opportunity to be remedied;
- 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 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, or firm, has a bankruptcy order made against it, or goes into liquidation (except for reconstruction or re-construction and in such case the other Party has therefrom effectively agrees to be bound by or subject to any order imposed on that other Party under the provisions of the foregoing under the law of any jurisdiction of the other Party;
- 11.3.6 anything is done by the other Party to cease, to carry on business; or
- 11.3.7 that other Party is controlled by any person or connected with any other Party on the date of this Agreement. For the purposes of Clause 8, "control" and "connected with" shall have the meaning ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 11.4 For the purposes of sub-Clause 11.3, each shall be considered capable of remedy if the Party in question is capable with the provision in question in all respects.
- 11.5 Where You are the Party in breach under sub-Clause 11.3, We shall refuse to accept any further 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 by sub-Clause 11.3 shall not be subject to any order or award made by any other Party in respect of the breach.



- concerned (if any) of the Parties.
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;
- 12.2 all Clauses which, by their nature, relate to the period after the expiry or termination of this Agreement shall remain in full force and effect;
- 12.3 termination shall not affect the 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 this Agreement which existed at or before the date of termination;
- 12.4 subject as provided in Clause 9, neither Party shall be liable to the other for obligations incurred prior to termination, except in respect of any accrued obligations or obligation to the other; and
- 12.5 each Party shall (either before or after termination) immediately 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. **[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 use of such data, the rights of Your rights and how to exercise them, and personal data protection (including, but not limited to, the right to be forgotten), please refer to Our Privacy Notice [available from <<insert link>>].

14. **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 any subsequent breach of the same or any other provision of this Agreement.

15. **Further Assurance**

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

16. **Costs**

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

17. **Set-Off**

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

18. **Assignment and Sub-Contracting**

- 18.1 [Subject to sub-Clause 18.2] Neither Party may assign, sub-license, charge (otherwise than by floating charge) or sub-license any of its rights hereunder, or any of its obligations hereunder without the written consent of the other Party.

- withheld.
- 18.2 [We shall be entitled to rely on the obligations undertaken by Us through any other member or sub-contractor shall, for the purpose of this Agreement, be deemed to be Our act or omission.]
19. **Relationship of the Parties**
- Nothing in this Agreement shall be deemed to constitute a partnership, joint venture, agency or other contractual relationship except as expressly provided in this Agreement.
20. **Non-Solicitation**
- 20.1 Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, employ or contract the services of any person who is or was previously employed by the other Party at any time in relation to the Agreement without the express written consent of that Party].
- 20.2 Neither Party shall, for a period of <<insert period>> after its termination of the Agreement, solicit or entice away from the other Party any customer or client whose business with 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 this Agreement shall confer rights on any third parties and accordingly the Contract (Rights of Third Parties) Act 1999 shall not apply to this Agreement.
- 21.2 Subject to this Clause, the terms and conditions of the Agreement shall continue and be binding on the transferee, successors and assigns of the Party as required.
22. **Notices**
- 22.1 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.
- 22.2 Notices shall be deemed to have been given:
- 22.2.1 when delivered to the recipient's registered mail address; or
- 22.2.2 when sent, by email, to the email address generated; or
- 22.2.3 on the fifth business day after the date of posting by ordinary mail to the recipient's registered mail address.
- 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 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter and shall not be modified except by an instrument in writing signed by the authorised representatives of the Parties.
- 23.2 Each Party acknowledges that, in entering into this Agreement, it does not rely on any representation or warranty made by the other Party except as expressly provided in this Agreement.

provided in this Agreement or implied by statute or common law.

conditions, warranties or other terms provided to the fullest extent permitted

24. **Counterparts**

This Agreement may be executed by one or more Parties to it on separate counterparts, which shall be an original, but all of which when so executed and delivered together shall constitute one and the same instrument.

number of counterparts and by the Parties when so executed and delivered together shall constitute one and the same instrument.

25. **Severance**

In the event that one or more provisions of this Agreement are found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement and the remainder of this Agreement shall remain valid and enforceable.

of this Agreement is found to be unlawful, invalid or otherwise unenforceable, those provision(s) shall be deemed severed from the remainder of this Agreement and the remainder of this Agreement shall remain valid and enforceable.

26. **Dispute Resolution**

26.1 The Parties shall attempt to resolve any dispute arising out of or relating to this Agreement through their appointed representatives who have the authority to bind the Parties.

dispute arising out of or relating to this Agreement through 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 procedure.]

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 procedure.]

26.3 [If the ADR procedure does 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 procedure.]

26.2 does 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 procedure.]

26.4 The seat of the arbitration shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules, the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

26.3 shall be England and Wales. The arbitration shall be governed by the Arbitration Act 1996 and Rules for Arbitration as agreed by the Parties. In the event that the Parties are unable to agree on a set of rules, the Rules for Arbitration, either Party may, upon giving written notice to the other Party, apply to the President or Deputy President of the Chartered Institute of Arbitrators for the appointment of an arbitrator and for any decision on rules that may be required.

26.5 Nothing in this Clause shall prevent either Party or its affiliates from applying to a court for an injunction or other relief.

either Party or its affiliates from applying to a court for an injunction or other relief.

26.6 The Parties hereby agree that the outcome of the final method of dispute resolution under this Clause shall [not] be final and binding on both Parties.

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 This Agreement (including any dispute arising out of or associated therewith) shall be governed by, and construed in accordance with, the law of England and Wales.

all matters and obligations arising out of 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 associated with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

dispute, controversy, proceedings or claim between the Parties arising out of or associated with this Agreement (including any non-contractual matters) shall fall within the jurisdiction of the courts of England and Wales.

**IN WITNESS WHEREOF** this Agreement has been executed and signed in the presence of two or more witnesses before written.

executed the day and year first above 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>

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**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>>

<<Insert further information as required>>

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**The VAT exclusive Price**

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

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<<Insert Privacy Policy>>

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