

## Catering Services Agreement

This Catering Services Agreement (henceforth referred to as 'the Agreement');

Between

The 'Client'

And

Tayberry Foods of Unit 22, Woolton Farm, Bekesbourne, England, CT4 5EA

(the 'Caterer')

### **BACKGROUND:**

- A. The Client is of the opinion that the Caterer has the necessary qualifications, experience and abilities to provide services to the Client
- B. The Caterer is agreeable to providing such services to the Client on the terms and conditions set out in this agreement

IN CONSIDERATION OF the matters described above and of the mutual benefits and obligations set forth in this Agreement, the receipt and sufficiency of which consideration is hereby acknowledged, the Client and the Caterer (individually the 'Party' and collectively the 'Parties' to this Agreement) agree as follows:

### Service Provided

1. The Client hereby agrees to engage the Caterer to provide the Client with services (the 'Services') consisting of:
  - Cook and serve the agreed menu items for the function required; provide any previously agreed upon cutlery, crockery, glass wear and linin; provide staff to serve and clear as required and agreed
2. The Services will also include any other tasks which the Parties may agree on. The Caterer hereby agrees to provide such Services to the Client

### Term of Agreement

3. The Term of this Agreement (the 'Term') will begin on the date of this Agreement and will remain in full force and effect until the completion of the Services, subject to earlier termination as provided in this Agreement. The Terms of this Agreement may be extended with the written consent of the Parties.

4. In the event either Party wishes to terminate this Agreement, that Party will be required to provide 30 days written notice to the other Party.

#### Performance

5. The Parties agree to do everything necessary to ensure that the terms of this Agreement take effect

#### Currency

6. Except as otherwise provided in this Agreement, all monetary amounts referred to in this Agreement are in GBP

#### Compensation

7. For the services rendered by the Caterer as required by this Agreement, the Client will provide compensation (the 'Compensation') to the Caterer as follows:
  - The Client will pay the full outstanding balance as given on the invoice
8. Invoices submitted by the Caterer to the Client are due within 7 days of receipt
9. The Caterer will be responsible for all Income Tax liabilities and National Insurance or similar contributions relating to the Compensation and the Caterer will identify the Company in respect of any such payments required to be made by the Company
10. The Caterer will be solely responsible for the payment of all remuneration and benefits due to the employees of the Caterer, including any National Insurance, income tax and any other form of taxation and social security costs

#### Reimbursement of Expenses

11. The Caterer will not be reimbursed for any additional expenses incurred in connection with providing the services as laid out in this Agreement

#### Penalties for Late Payment

12. Any late payments will trigger a fee of 5.00% per month on the amount still owing

#### Ownership of Intellectual Properties

13. All intellectual property including recipes, formulas or similar related material (the 'Intellectual Property') that is developed or produced under the Agreement will be the property of the Caterer. The Client is guaranteed a non-exclusive limited-use license of this Intellectual Property
14. Title, copyright, intellectual property rights and distribution rites of the Intellectual Property remain exclusively with the Caterer

#### Return of Property

15. Upon the expiry or termination of this Agreement, the Caterer will return to the Client any property, documentation records, or confidential information which is the property of the client

Capacity/Independent Contractor

16. In providing the Services under this Agreement it is expressly agreed that the Caterer is acting as an independent contractor and not as an employee. The Caterer and Client acknowledge that this Agreement does not create a partnership or joint venture

Notice

17. All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and delivered to the Parties of this Agreement

Indemnification

18. Except to the extent paid in settlement from any applicable insurance policies, and to the extent permitted by applicable law, each Party agrees to indemnify and hold harmless the other Party, and its respective directors, stockholders and affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from or arise out of any act or omission of the indemnifying party and its respective directors, stockholders and affiliates, officers, agents, employees, and permitted successors and assigns that occurs in connection with this Agreement. This indemnification will survive termination of this Agreement.

Additional Clauses

19. Full deposit to secure services must be paid within 7 days of booking; failure to do so may result in your function date not being secured and being offered to other parties.

Dispute Resolution

20. In the event a dispute arises out of or in connection with this Agreement, the Parties will attempt to resolve the dispute through friendly consultation
21. If the dispute is not resolved within a reasonable period then any or all outstanding issues may be submitted to mediation in accordance with any statutory rules of mediation. If mediation is unavailable or unsuccessful in resolving the entire dispute, any outstanding issues will be submitted to final binding arbitration in accordance with the laws of the Country of England. The arbitrator's award will be final, and judgement may be entered upon it by any court having jurisdiction within the Country of England

Modifications of Agreement

22. Any amendment or modification of this Agreement or additional obligation assumed by either Party in connection with this Agreement will only be binding if evidenced in writing signed by each Party or an authorised representative of each Party

Time of the Essence

23. Time is of the essence in this Agreement. No extension or variation of this Agreement will operate as a waiver of this provision

Assignment

24. The Caterer will not voluntarily or by operation of law assign or otherwise transfer its obligations under this Agreement without the prior written consent of the Client

Entire Agreement

25. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement except as expressly provided in this agreement

Enurement

26. This Agreement will enure to the benefit of and the binding on the Parties and their respective heirs, executors, administrators and permitted successors and assigns

Titles/Headings

27. Headings are inserted for the convenience of the Parties and are not to be considered when interpreting this Agreement

Gender

28. Words in the singular mean and include the plural and vice versa. Words in the masculine mean and include the feminine and vice versa.

Governing Law

29. In the intention of the Parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusions of the law of any other forum, by the laws of the Country of England, without regard to the jurisdiction in which any action or special proceeding may be instituted

Severability

30. In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement

Waiver

The waiver by either Party of a breach, default, delay or omission of any of the provisions of this Agreement by the other Party will not be construed as a waiver of any subsequent breach of the same or other provisions.