

# Churchill Catering Ltd

## Conditions and Terms of Operation and Obligations

This document relates to catering services and/or other services provided at one or more locations and shall be governed by and consulted in accordance with English and Welsh Law

### Company Registered Address:

Churchill Catering Ltd

7 Hydra

Orion Court

Addison Way

Great Blakenham

IP6 OLW

Telephone; 01284 728875

Email; [info@churchillcatering.co.uk](mailto:info@churchillcatering.co.uk)

VAT Registration; 700423395

Registered in England and Wales No; 3233 257

The objective of this agreement is to outline mutual responsibilities associated with the provision and management of food and beverage services at third party/client premises and/or other locations. This agreement is available on-line at our web address and on request. In the absence of a formal client agreement or an out of date agreement or an expired lease or other agreement or in the event of obligations made on behalf of the client or customer relating to rentals, leasing and depreciating investment this document shall represent the terms and conditions to support third party or client or other nominated food, beverage, retail or other services and shall be referred to in association with the services we provide and obligations we incur and shall be regarded as the companies standard terms and conditions

### Company Responsibility

With effect from commencement, the company shall be responsible for;

1. The provision of all catering services as requested or appointed
2. The identification of suppliers and the purchase and management of all materials used by the company
3. Ownership of all consumables unless otherwise deemed
4. The choice, variety, preparation and pricing of all food and beverage materials supplied in accordance with the agreed policy
5. The employment, induction, training and supervision of all persons employed by the company and maintain statutory obligations relating to all matters associated with employment law and ASAC good practice guidelines
6. Hygiene and food safety compliance including appropriate cleaning programmes and hygiene due diligence in accordance with Food Hygiene regulations relevant at the time or during the course of services provided
7. A guarantee of a 5 Star environmental health food hygiene rating for the duration of any service or agreement
8. The payment of all suppliers in accordance with (2)
9. Effecting and maintaining insurance cover in respect of the following risks arising from the provision of any service we provide on-site or remotely;

Employers Liability £10 Million

Public and Products Liability £5 Million  
Loss of Money

10. Systems of cash management and accounting with the production of regular financial information on demand and request
11. Facility for the client or organisation to undertake audit on sales relative to rent payments associated with turnover and end of year statements
12. The retention and management of all cash from daily counter sales, credit sales, vending sales, external catering sales and party/function sales

Client Responsibilities

1. Grant and guarantee that whist Churchill Catering Ltd are operating services, sole catering rights within the building, park, vicinity and or within one mile of services we provide
2. The provision of;
  - Kitchen and Dining Room Accommodation
  - Furniture
  - Storage and Refrigeration
  - Office Space
  - Telephone
  - Staff Toilet and Changing Facilities First Aid and Fire Equipment
3. The provision of services i/e;
  - Water
  - Lighting
  - Gas
  - Sewerage
  - Waste and Refuse Collection
  - Safety Compliance Checks
4. Clear access to the catering or retail or office facilities for the purpose of delivering supplies, equipment installation and maintenance services
5. The client shall pay the company promptly for any additional service and no longer than thirty days. For accounts remaining unpaid after 30 days and unless other terms have been agreed, an annual interest rate at 8% above Bank of England will apply. Should debt recovery be required an additional recovery charge for each invoice will apply
6. The company shall not be liable in respect of any loss, damage, injury or delay due to causes beyond its reasonable control but not limited to fire, lockout, weather conditions, industrial strike, loss of power or other services
7. The client will underwrite and reimburse any investment which involves depreciation or equipment leases or other obligations in the event that the contract closes early or is terminated for any reason
8. The client agrees not to employ directly or indirectly any employee of the company without the written consent of a director for a period of one year from termination of the service or agreement
9. The client will be responsible for the payment of the redundancy and/or termination costs of employee contracts in the event the business closes or there is a reduction of services or is contracted with another firm. Employee redundancy costs, notice, holidays and any costs are included as a client responsibility effected from the original commencement date

These terms are an addendum to any agreements or other obligations made by any director or manager or representative as our standard terms and will apply until such time as a document of revised terms and conditions has been agreed

Issue Date; .....

Authorised .....