**CATERING CONTRACT**

Client: (name and address) Caterer: Rosette Event Catering Ltd.

 Shucknall Court, HR1 4BH

Dated 2021

**Background**

The Client requires catering for a (single/multiple) event(s) namely;

The Caterer is agreeable to providing such catering service(s).

**In Consideration** of the matters described above and the mutual benefits and obligations set out below the parties agree as follows:

**Services Provided**

1. The Client hereby agrees to engage the Caterer to provide the client with the following services;
2. To provide a three course sit down wedding meal for guests on the (date) at …(venue).
3. To provide an evening buffet for guests also at the above venue.
4. The date and time for the event(s) is; (put in here the date and the time for each event.
5. The service will include adequate staff to service the event (and the provision of all crockery and utensils as agreed between the parties).
6. The Client will provide a suitable venue and kitchen for event catering, and if outside, adequate shade for serving will be provided.

**Term of Agreement**

1. The Agreement will remain in force from the date of this contract to when the event(s) is/are over or cancelled or terminated.
2. In the event either party wish to cancel this contract the other party must be provided with written notice AND notice by email to the other party at least 60 days before the event start date, and the terms in paragraph 10 of this agreement will apply.

**Performance**

1. The parties agree to do everything necessary to ensure the terms of this Agreement take effect.

**Payment**

1. The Caterer will charge the Client the total sum of £ (six thousand five hundred pounds) to provide the above event(s). This includes VAT (remove if not vat registered).
2. A deposit equal to 25% of the above sum, namely £ , is payable to secure the date and the Catering services. This deposit is not refundable except as per paragraph 10 (b) below. Upon receipt of the deposit an invoice for the remaining sum will be issued.
3. The remaining sum is due by no later than (date)
4. **Termination**

Either party can cancel the contract as per 5. Above. In the circumstances the following will take effect;

1. If the Client cancels the event at least 90 days before the event, the Caterer will retain the non refundable 20% deposit.
2. If the Client cancels the event later than 90 days before the event is due then 50% of the total sum due for the catering services will be payable by the Client within 10 days from cancellation.
3. If the Caterer cancels the event at any time then the 20% deposit will be returned to the Client and no further monies will be due.

**Menu Details**

1. See attached Menu.
2. All menu changes must be submitted by no later than (date)

**Guest Confirmation**

1. The client must confirm the final number of guests by ….
2. There is no refund for less guest numbers than booked at the time of the signing of this Agreement and extra guests will be charged at £ per head (name which event(s)

**Ownership of Intellectual Property**

1. All intellectual property including menu content, recipes and or similar related material produced for the event(s) will exclusively be the property of the Caterer.

**Return of Property**

1. Upon the expiry or termination of this Agreement the Client will return to the Caterer any goods loaned for the purpose of the event(s) within 5 days of request.

**Capacity/Independent Contractor**

1. In providing the services under the Contract it is expressly agreed that the Caterer operates as an independent contractor and that the Caterer is not an employee of the Client. It is also expressly agreed that this Agreement does not create any partnership or joint venture and is exclusively a contract for service.

**Autonomy**

1. Except where specifically referred to in this Agreement the Caterer will have complete autonomy over working methods in relation to the service provided. However, the Caterer will be responsive to the reasonable needs and concerns of the Client.

**Equipment**

1. Except where otherwise specified in this agreement the Caterer will be responsible for providing the following; (name them, utensils, cutlery, tableware, napkins, workwear and any other equipment necessary to deliver the agreed service(s)).

**Notice**

1. All notices, requests, demands or other communications required or permitted by the terms of this agreement will need to be in writing and delivered to the parties, both in writing AND by email as follows;-

Caterer details; Address/Email

Client details; Address/Email

Signed by the Client;

Signed by the Caterer;