**CATERING SERVICES AGREEMENT**

**Background:**

This Catering Agreement (“Agreement”) is entered into on the [INSERT DATE] between:

**Caterer(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Caterer**”, “**Party**”, “**Parties**”) and

**Client(s)**: [INSERT NAME] located at [INSERT ADDRESS] (“**Client**”, “**Party**”, “**Parties**”)

**Background**

1. The Caterer agrees to provide the services and the Client agrees to purchase the following services highlighted in Schedule 1 of this Agreement.

**Purchase Price**

1. The Client agrees to pay to the Caterer a total sum of $[INSERT AMOUNT] for all obligations under this Agreement.
2. The Caterer [SHALL **OR** SHALL NOT] be responsible for all taxes in relation to the purchase of Services under this Agreement.

**Booking Confirmation**

1. The Booking Request constitutes an offer by the Client to purchase the Services in accordance with the terms of the Agreement.
2. Booking Confirmation:
   1. a Booking Number;
   2. the Event Date;
   3. the duration of the Event;
   4. the Venue;
   5. the estimated number of guests;
   6. a [draft] menu;
   7. details of any special dietary requirements;
   8. estimate of the total Charges; and
   9. the amount of the Deposit.
3. It is the Clients responsibility to check the details in the Booking Confirmation are accurate, correct and reflect the Clients wishes. The Client should notify the Caterer within [24] hours if this is not the case.
4. Any samples, drawings, descriptive matter, or advertising issued by the Caterer, and any descriptions or illustrations contained in the Caterer's catalogues or brochures or on its website, are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or have any contractual force.

**Payment**

1. Payment for the Services will be by: [INSERT ALL THOSE THAT APPLY]
   1. [Credit or debit card];
   2. [Personal Cheque];
   3. [Cashier cheque];
   4. [Cash];
   5. [Money order]; and
   6. [Wire transfer].
2. The Following amounts will be paid:
   1. Amount of $[INSERT AMOUNT] previously paid by the Client;
   2. Down payment of $[INSERT AMOUNT] upon the performance of this Agreement.
   3. Payment of $[INSERT AMOUNT] for the Services [upon the completion of the Services] **OR** [in instalments of $[INSERT AMOUNT] on [INSERT DUE DATE OF INSTALMENT PAYMENTS], until the price of the Services has been paid in full.

**[Deposit**

1. The Supplier shall invoice the Client for the Deposit, being [PERCENTAGE]% of the estimated total Charges, within [three] Business Days of the date of the Booking Confirmation. If the Deposit is not paid in full in cleared funds within [three] Business Days of [the date OR receipt] of the invoice, the Supplier may cancel the Contract].

**Supply of Services**

1. The Caterer shall:
   1. Provide the Services at the Venue on the Event Date;
   2. Provide the necessary staff to provide the Services;
   3. Choose and prepare all food and beverages to be supplied at the Event; and
   4. Be responsible for the provision of all supplies and equipment necessary to provide the Services as agreed between both parties.
   5. Provide the Services with care and skill;
   6. Comply with all applicable laws concerning the preparation, cooking, handling and service of food and drink.

**Client obligations**

1. The Client shall, at its cost:
   1. Ensure the Booking Confirmation is complete and accurate:
   2. Provide the Caterer with such information and assistance as the Caterer may require;
   3. provide the Caterer with access to the Venue no fewer than [NUMBER] hours before the Event's scheduled start time to enable them to prepare for the provision of the Services
   4. ensure that the Caterer can enter and leave the Venue on the Event Date without undue restriction and shall provide them with security passes (where necessary) and the use of parking space or parking permits for the duration of the Event and the [NUMBER] hours before and after its scheduled start time and finish times;
   5. provide the Supplier Personnel with unrestricted and uninterrupted access to:
      1. cooking and preparation facilities;
      2. toilet facilities;
      3. running hot and cold water and clean drinking water;
      4. supplies of heating, lighting, electricity, and gas;
      5. waste disposal facilities;
      6. first aid and fire-fighting equipment; and
      7. any other equipment that the parties agree will be provided by the Client in connection with the Services;
   6. No fewer than [NUMBER] Business Days before the Event Date, the Client shall notify the Supplier of any changes to the details of special dietary requirements set out in the Booking Confirmation. The Supplier shall use reasonable endeavours to adapt the menu to cater for any changes to special dietary requirements provided that:
   7. the special dietary requirements are notified to the Supplier at least [NUMBER] Business Days before the Event Date; and
   8. the Client confirms its acceptance in writing to the Supplier of any additional Charges arising from the changes.

**Force Majeure**

1. The Caterer shall not be responsible for any claims or damages resulting from any delays in performance or non-performance of the Terms of this Agreement due to unforeseen circumstances out of the Caterers reasonable control.

**Limitation of Liability**

1. The Caterer shall not in any circumstance be liable for any loss of profit, goodwill, business, business opportunity, indirect, special, consequential, or punitive damage arising from this Agreement.
2. In no event will the Caterer be liable for any amount exceeding the price paid by the Client for the Services giving rise to the claim.

**Assignment [INSERT WHICH APPLIES]**

1. [The Caterer will need permission in the event they assign a third party. The Seller may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Client. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
2. [The Client will need permission in the event they assign a third party. The Client may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the Caterer. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
3. [Both parties will need permission in the event they assign a third party. Either party may not assign any of its rights or appoint any performance under this Agreement, except with the prior [written] consent of the other party. Any implied assignment of rights or delegation of performance in violation of this clause is null and void.] **OR**
4. [Either party in this Agreement does not require permission to assign and delegate its rights to a third party.]

**Amendments**

1. No amendment of the terms in this Agreement shall be effective unless it is in writing and signed by both parties.

**Governing Law**

1. The terms of this Agreement shall be governed and construed in accordance with the law of [ENTER GOVERNING LAW].

**Dispute resolution**

1. Any dispute arising from this Agreement shall be resolved through: [INSERT ALL THAT APPLY]
   1. [Court Litigation][:if either Party brings legal action, the prevailing party will be entitled to recover from the other party, any legal expenses incurred in relation to the claim.
   2. [Binding Arbitration [INSERT DETAILS]];
   3. [Mediation.]

**Entire Agreement**

1. This Agreement, including any schedules and appendixes, constitutes the entire agreement between the parties, and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations, and assurances between them, whether written or oral.

**Notices**

1. Any notice or other communication given to a party in connection with this Agreement shall be in writing, and shall be:
   1. Delivered either by hand, by pre-paid first-class post, or by other next working day delivery service, at the receiving party’s postal address provided in this Agreement unless otherwise stated; **OR**
   2. Sent by email to the email address specified in writing as being a suitable address for service.

**Waiver**

1. No Party shall be deemed to have waived any provision of this Agreement unless such waiver is expressed in writing.
2. No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

**Miscellaneous**

1. This Agreement shall be binding upon and accustomed to the benefits of the parties and their representatives. The provisions of this Agreement are severable meaning if any provision is invalid or unenforceable, it shall not affect the validity and enforceability of the rest of this Agreement.
2. This Agreement may be executed in one or more counterpart. Each counterpart shall be considered an original.

**Other**

1. The Client may cancel this transaction at any time before midnight on the third business day after the transaction is made. For more information regarding cancelling the transaction, please see the attached cancellation form.

**Schedule 1- Details of Services**

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| --- | --- | --- |
| **Description of Services** | **Price of project ($)** | **Further information** |
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**IN WITNESS WHEREOF**, the Parties have executed this Agreement as of the date stated above.

**SIGNATURES**

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Client Signature** |  | **Client Full Name** |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| **Caterer Signature** |  | **Caterer Full Name** |