



## TERMS & CONDITIONS

These Terms and Conditions are the standard terms for the provision of catering services to customers by Miller-Brown Consulting Ltd, trading as Miller-Brown Private Dining & Event Catering and The Graze Girls, a Private Limited Company registered in England under number 13569683, whose registered address is 10 Upper Grosvenor Road, Tunbridge Wells, Kent, TN1 2EP.

### 1. Definitions and Interpretation

1.1 In these Terms and Conditions, unless the context otherwise requires, the following expressions have the following meanings:

"Additional Services"	means any additional services which are to be provided by Us to You as specified as part of the Catering Services including but not limited to hired equipment and items purchased specifically for the event.
"Business Day"	means, any day (other than Saturday or Sunday) on which ordinary banks are open for their full range of normal business in England;
"Calendar Day"	means any day of the year;
"Catering Services"	means the catering services (including supply of Food and Additional Services) which are to be provided by Us to You as specified in Your Order (and confirmed in Our Order Confirmation);
"Catering Staff"	means Our employees provided as part of the Catering Services for the Event;
"Commercial Unit"	means a unit of goods (in this case, the Food) where the character or value of those goods would be materially impaired if the unit was divided;
"Confidential Information"	means, in relation to either Party, information which is disclosed to that Party by the other Party pursuant to or in connection with the Contract (whether orally or in writing or any other medium, and whether or not the information is expressly stated to be confidential or marked as such);
"Confirmation Deposit"	means a non-refundable advance payment made to us under sub-Clause 5.5.1;
"Contract"	means the agreement for the provision of the Catering Services as explained in Clause 3;
"Customer"	means the customer named in the Order purchasing Catering Services;
"Data Protection Legislation"	means all applicable legislation in force from time to time in the United Kingdom applicable to data protection and privacy including, but not limited to, the UK GDPR (the retained EU law version of the General Data Protection Regulation ((EU) 2016/679), as it forms part of the law of England and Wales, Scotland, and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018); the Data Protection Act 2018 (and regulations made thereunder); and the Privacy and Electronic Communications Regulations 2003 as amended;
"Deposit"	means an advance payment made to Us under sub-Clause 5.5;



“Event”	means the event hosted and organised by You for which the Catering Services are required as described in Your Order;
“Event Food”	means food which is prepared and finished on site as part of the Catering Services including Grazing Tables, Private Dining and Event Catering.
“Food”	means the food that We will provide as part of the Catering Services;
“Order”	means Your order for the Catering Services as communicated to Us orally or in writing or any other medium;
“Order Confirmation”	means Our acceptance and confirmation in writing of Your Order as described in Clause 3;
“Party/Parties”	means You and/or Us;
“Price”	means the VAT inclusive price payable for the Catering Services;
“Ready To Eat Food”	means food which is delivered to You ready to eat without further preparation or placement on site by Us and includes Grazing Platters, Grazing Boxes and Ready To Serve food;
“Venue”	means the location at which the Catering Services are to be delivered;
“We/Us/Our”	means the Caterer and includes all employees and agents of the Caterer; and
“You/Your”	means the Customer.

- 1.2 Each reference in these Terms and Conditions to “writing” and any similar expression includes electronic communications whether sent by e-mail, [text message or other means.
- 1.3 Each reference to a statute or provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time.
- 1.4 The headings used in these Terms and Conditions are for convenience only and shall have no effect upon the interpretation of these Terms and Conditions.
- 1.5 Each reference to the singular number shall include the plural and vice versa.
- 1.6 Each reference to any gender shall include any other gender.
- 1.7 References to persons shall include corporations.

## 2. Information About Us

- 2.1 Miller-Brown Consulting Ltd, trading as Miller-Brown Private Dining & Event Catering and The Graze Girls, is a Private Limited Company registered in England under number 13569683, whose registered address is 10 Upper Grosvenor Road, Tunbridge Wells, Kent, TN1 2EP
- 2.2 Our VAT number is 389 4795 17.
- 2.3 We are members of the Nationwide Caterers Association.

## 3. The Contract

- 3.1 These Terms and Conditions govern the sale and provision of Catering Services by Us and will form the basis of the Contract between Us and You. Before submitting an Order, please ensure that You have read these Terms and Conditions carefully. If You are unsure about any part of these Terms and Conditions, please ask Us for clarification.
- 3.2 Nothing provided by Us including, but not limited to, sales and marketing literature, price lists



and other documents constitutes a contractual offer capable of acceptance. Your Order constitutes a contractual offer that We may, at Our discretion, accept.

- 3.3 A legally binding contract between Us and You will be created upon Our acceptance of Your Order, indicated by Our Order Confirmation. Order Confirmations will be provided in writing.
- 3.4 We shall ensure that the following information is given or made available to You prior to the formation of the Contract between Us and You, save for where such information is already apparent from the context of the transaction:
- 3.4.1 The main characteristics of the Catering Services, the Food and Our Catering Staff;
  - 3.4.2 Our identity (set out above in Clause 2) and contact details.
  - 3.4.3 The total Price for the Catering Services, the Food and the Catering Staff, including taxes or, if the nature of the Catering Services is such that the Price cannot be calculated in advance, the manner in which it will be calculated;
  - 3.4.4 The arrangements for payment, performance and the time by which (or within which) We undertake to perform the Catering Services;
  - 3.4.5 Our complaints handling policy;
  - 3.4.6 We shall ensure that You are aware of Our legal duty to supply goods (including the Food) that are in conformity with the Contract;
  - 3.4.7 Where applicable, details of after-sales services and commercial guarantees; and
  - 3.4.8 The duration of the Contract, where applicable, or if the Contract is of indeterminate duration or is to be extended automatically, the conditions for terminating the Contract;

#### 4. Orders

- 4.1 All Orders for Catering Services will be subject to these Terms and Conditions:
- 4.2 When placing Your Order, the following information will be required:
- 4.2.1 Details of the Event (including, but not limited to the date, the timings of the event and the venue / delivery address);
  - 4.2.2 The number of guests for whom We will be catering;
  - 4.2.3 Your Food choices and any special dietary requirements;
  - 4.2.4 Details of any Catering Staff required for the Event;
- 4.3 You may request to change Your Order after receiving the Order Confirmation before the Event begins. We will use reasonable endeavours to accommodate any requested changes including changes in guest numbers but cannot guarantee that We will be able to do so, particularly if changes are requested within 5 business days of the Event. If doing so means that We will incur higher costs, We will inform You and ask You how You wish to proceed before taking any action. We will not charge You a higher Price without Your express agreement unless this relates to a per head charge or a charge based on consumption. Please note that We will not usually be able to accommodate an increase greater than 10% of the total number of guests for which We will be catering within 5 business days of the event.
- 4.4 You may cancel Your Order for Ready To Eat Food up to 30 Calendar Days prior to the date of the Event. You may cancel Your Order for Event Food up to 90 Calendar Days prior to the date of the Event. With the exception of a Confirmation Deposit payment if You have already made any payments to Us under Clause 5 (including, but not limited to any Deposit subject to Clause 5), the payment(s) will be refunded as soon as is reasonably possible, and in any event no later than 14 Calendar Days of Our acceptance of Your cancellation or the date of the Event. If You wish to cancel the Catering Services after this time period, or once We have begun providing them, please refer to Clause 12.



- 4.5 We may cancel Your Order at any time before We begin providing the Catering Services due to the unavailability of required personnel (including but not limited to Catering Staff) or materials, or due to the occurrence of an event outside of Our reasonable control. If such cancellation is necessary, We will inform You as soon as is reasonably possible. If You have made any payments to Us under Clause 5 (including, but not limited to the Deposit), the payment(s) will be refunded in full as soon as is reasonably possible, and in any event within 14 Calendar Days of Us informing You of the cancellation. Cancellations will be confirmed in writing.
5. Price and Payment
- 5.1 The Price of the Catering Services will be calculated in accordance with Our Estimate in place at the time of Your Order. The Price shall be calculated with reference to the following:
- 5.1.1 The Food, as specified in Your Order;
  - 5.1.2 Your required Catering Staff;
  - 5.1.3 The number of guests for whom We will be catering;
  - 5.1.4 Additional services specified in Your Order;
  - 5.1.5 Special requirements included in Your Order;
- 5.2 Our Prices may change at any time but these changes will not affect Orders that We have already accepted save such changes as may be agreed with You. We may, on occasion, choose to discount advertised Prices at Our sole discretion.
- 5.3 All Prices include VAT. If the rate of VAT changes between the date of Your Order and the date of Your payment, We will adjust the rate of VAT that You must pay. Changes in VAT will not affect any Prices where We have already received payment in full from You. Our Estimates, Order Confirmations & Invoices detail prices exclusive and inclusive of VAT and the total amount of VAT payable for the event.
- 5.4 In the case of Catering Services with a total Price of £500 or less payment is required in full when the Order is placed.
- 5.5 In the case of Catering Services where the total Price is in excess of £500:
- 5.5.1 Payment of a non-refundable Confirmation Deposit of 10% of the total Price for the Catering Services as described in our Estimate is required to confirm all Orders. The due date for payment of Your Confirmation Deposit will be included on the Deposit invoice.
  - 5.5.2 A Deposit of 40% of the total Price for the Catering Services as described in our Estimate is due for payment 90 days from the date of the Event or if we accept Your Order within 90 days but more than 14 days from the Event date.
  - 5.5.3 The balance of the Price will be payable 14 Calendar Days prior to the date of the Event. The guest numbers confirmed by You at this time are the minimum guest numbers which will be charged for.
  - 5.5.4 The total Price shall be payable in full at the time we accept an Order from You if this is within 14 days of the Event.
- 5.6 In certain circumstances, for example where Event Food or Additional Items which are charged e.g. on consumption are provided as part of the Catering Services, a second Deposit invoice totalling the estimated balance of the Price will be sent to You for payment with a final (VAT) invoice to be sent within 14 days of the date of the conclusion of the Event. Any outstanding balance must be paid within 14 days of the invoice date.
- 5.7 If Your Order is cancelled in certain circumstances Your Deposit will be refunded in full or in part. The amount due for refund will be calculated based upon the Price for the Catering Services, Our most recent Estimate, and the amount of work (if any) already undertaken by Us. Please



refer to the timeframes described in sub-Clause 4.4 if You cancel Your Order prior to the date of the Event, to sub-Clause 4.5 if We cancel Your Order, or refer to Clause 12 if the Catering Services are cancelled after the time periods described in sub-Clause 4.4.

- 5.8 Additional other items such as out of pocket expenses or any additional items requested by You after the balance of the Price has been paid will be invoiced separately to You. Please note that We will not incur any additional expense without Your prior agreement.
- 5.9 In the case of ongoing Catering Services the parties will agree an invoicing and payment schedule in advance of the commencement of Catering Services.
- 5.10 We only accept payment in Sterling (GBP). We accept the following methods of payment:
- 5.10.1 By BACS or CHAPS to Our bank account;
- 5.10.2 By card payment on request via cards supported by Our card payment provider: Stripe;
- 5.11 Credit and/or debit cards will be charged at time of payment.
- 5.12 If You do not make payment to Us by the due date as shown on Our invoice We may charge You interest on the overdue sum at the rate of 4% per annum above the base lending rate of Lloyds Bank PLC from time to time in force. Interest will accrue on a daily basis from the due date for payment until the actual date of payment of the overdue sum, whether before or after judgment. You must pay any interest due when paying an overdue sum. If payment of the Price is required before Your Event begins, please note that failure to make the payment by the due date may result in Us not providing the Catering Services. If this occurs, We will retain Your Deposit in full and may still demand payment for any part of the Catering Services that We have already provided (including, but not limited to, the purchase and preparation of Food).
- 5.13 The provisions of sub-Clause 5.12 will not apply if You have promptly contacted Us to dispute an invoice in good faith. No interest will accrue while such a dispute is ongoing.
6. Providing the Catering Services
- 6.1 As required by law, We will provide the Catering Services with reasonable skill and care, consistent with best practices and standards in the catering market, and in accordance with any information provided by Us about the Services and about Us.
- 6.2 Subject to the receipt of all payments due We will provide the Catering Services as specified in the Order Confirmation.
- 6.3 We will make every reasonable effort to provide the Catering Services on time and in accordance with the Your Order. We cannot, however, be held responsible for any delays if an event outside of Our control occurs. Please see Clause 11 for events outside of Our control.
- 6.4 If We require any information or action from You in order to provide the Catering Services, We will inform You of this as soon as is reasonably possible.
- 6.5 If the information or items You provide or the action You take under sub-Clause 6.4 is delayed, incomplete or otherwise incorrect, We will not be responsible for any delay caused as a result. If additional work is required from Us to correct or compensate for a mistake made as a result of incomplete or otherwise incorrect information or action on Your part, We may charge You a reasonable additional sum for that work.
- 6.6 We follow all relevant HACCP guidelines at all stages of food preparation including, but not limited to, production and handling.
- 6.7 All menu choices are subject to market availability and We reserve the right to substitute menu items (subject to allergen requirements) at Our discretion should any menu item not be available. As Our produce is sourced weekly and garnishes can be seasonal they are subject to availability and substitutions. We may also face supplier issues at times, and so cannot guarantee each and every product. We will always use an alternative or use more of another product to compensate.



- 6.8 Please let Us know about any allergy or dietary requests when booking. Please be aware that Our food is prepared in a kitchen where all 14 regulated allergens and other known allergens (eg peas & legumes) are present. Please refer to the Allergens & Intolerances pages on Our Website for further detail. We will not be held liable for any adverse reactions to Our food if We have not been forewarned of any allergies or dietary requirements in the booking process.
- 6.9 If We are delivering the Food under sub-Clause 6.10, We shall ensure that all Food is transported in a manner which ensures appropriate refrigeration.
- 6.10 We will deliver, prepare and serve (if appropriate) the Food at Venue at the time and date specified in the Order Confirmation or, if You are collecting the Food from Us, We will make it available for collection at the time and date specified in the Order Confirmation. If Catering Staff are to be provided as part of the Catering Services, the Catering Staff will be available at the time, date, and for the working, hours specified in the Order Confirmation.
- 6.11 We require access to the Venue at the times agreed and will require unrestricted access to the areas in which We will be providing Catering Services including service areas and entry, egress and parking for vehicles and Catering Staff. You must ensure the Venue is clean and fit for purpose to enable us to perform Our Catering Services. We will clean down catering areas prior to our departure. You are responsible for all other cleaning the Venue including toilet facilities at all times. You are responsible for ensuring all necessary licences and permissions are in place at the Venue prior to the Event. You are responsible for ensuring adequate security measure have been put in place including to ensure that no smoking is permitted in the Venue. You are responsible for ensuring appropriate first aid & firefighting equipment & procedures are in place at the Venue. Whilst We are on site We need access to a sink with hot and cold water supply, hand washing facilities, toilet facilities, adequate preparation and cooking facilities (in a suitable structure with appropriate flooring & lighting), clean drinking water and uninterrupted electricity and/or gas supplies as agreed. Your responsibilities with regard to the Venue are at Your cost.
- 6.12 It is Your responsibility to properly refrigerate food once delivered and to dispose of cold food if kept unrefrigerated beyond 4 hours, to comply with UK food standards. Hot food must be consumed within 2 hours of service. You agree to dispose of any food after this set time. We will not be held responsible for any adverse reactions to Our food consumed after this time or which has not been stored appropriately. You must ensure that You have sufficient space available in Your fridge and ensure that Your fridge is operating at safe temperatures if You intend to store Food prior to consumption.
- 6.13 Delivery of the Food will be deemed to have taken place when the Food has been delivered to the Event Venue as indicated in the Order Confirmation and You (or someone identified by You) has taken physical possession of it. If You are collecting the Food from Us, delivery will be deemed to have taken place when You have collected it.
- 6.14 Where the Catering Services are for Ready To Eat Food delivery will be attempted. If no one is in, the package will be handed to a neighbour. Failing that, the delivery will be left in a safe place as previously advised. Fresh food products cannot be brought back to Us once despatched. We are not responsible for the product once left in a safe place or with a neighbour.
- 6.15 In the case of Event Food it would constitute a material breach by You if We were unable to gain access to the Venue at the agreed time.
- 6.16 The responsibility (also known as "risk") for the Food remains with Us until delivery is complete as defined in sub-Clause 6.12 or service of Event Food is complete at which point it will pass to You.
- 6.17 Title to the Food passes to You once We have received payment in full.
- 6.18 Please note carefully the following:
- 6.18.1 If We refuse to deliver the Food (for reasons other than Your failure to pay any and all sums due or other material breach of the Contract), You may treat the Contract as being



at an end and, irrespective of any part of the Catering Services We have provided, We will reimburse You as soon as is reasonably possible, and in any event within 14 Calendar Days of the event triggering Your cancellation.

6.18.2 We recognise that delivery of the Food at the agreed time and date will be essential. If We fail to deliver the Food on time, You may treat the Contract as being at an end and We will reimburse You as soon as is reasonably possible, and in any event within 14 Calendar Days of the event triggering Your cancellation.

6.19 Where the Food may be deemed to form a Commercial Unit, You may only reject or cancel all of it, not a portion of it

7. Problems with the Catering Services

7.1 We always use reasonable efforts to ensure that Our provision of the Catering Services is trouble-free. If, however, there is a problem with the Catering Services We request that You inform Us as soon as is reasonably possible.

7.2 We will use reasonable efforts to remedy problems with the Catering Services as quickly as is reasonably possible and practical.

7.3 We will not charge You for remedying problems under this Clause 7 where the problems have been caused by Us, any of Our agents or employees or sub-contractors or where nobody is at fault. If We determine that a problem has been caused by incorrect or incomplete information or action provided or taken by You, sub-Clause 6.4 will apply and We may charge You for remedial work.

8. Insurance

We shall ensure that We have in place at all times suitable and sufficient public liability insurance in order to provide the Catering Services.

9. Liability and Indemnity

9.1 Except in respect of death or personal injury caused by Our negligence, and except in respect of fraud or fraudulent misrepresentation, We shall not by reason of any negligent or innocent misrepresentation, implied warranty, condition or other term, or any express term of the Contract, or negligence or other duty at common law, be liable in contract or tort (including negligence) for any loss of profit, loss of anticipated savings, or any indirect, special or consequential loss, damage, costs, expenses or other claims arising from any act or omission of Us or any of Our agents or employees or sub-contractors or any other in connection with the performance of obligations arising under the Contract or with the use by You of the Catering Services supplied in connection with the Event.

9.2 You shall indemnify Us against all damages, costs, claims and expenses incurred by Us arising from loss or damage to any equipment (including that of third parties) caused by You or Your agents or employees.

10. Confidentiality

10.1 Each Party undertakes that, except as provided by sub-Clause 10.2 or as authorised in writing by the other Party, it shall, at all times during the continuance of the Contract and for 2 years after its termination:

10.1.1 keep confidential all Confidential Information;

10.1.2 not disclose any Confidential Information to any other party;

10.1.3 not use any Confidential Information for any purpose other than as contemplated by and subject to the terms of the Contract;

10.1.4 not make any copies of, record in any way or part with possession of any Confidential Information; and



- 10.1.5 ensure that none of its directors, officers, employees, agents, sub-contractors or advisers does any act which, if done by that Party, would be a breach of the provisions of sub-Clauses 10.1.1 to 10.1.4 above.
- 10.2 Either Party may:
- 10.2.1 disclose any Confidential Information to:
- 10.2.1.1 any sub-contractor or supplier of that Party;
- 10.2.1.2 any governmental or other authority or regulatory body; or
- 10.2.1.3 any employee or officer of that Party or of any of the aforementioned persons, parties or bodies;
- to such extent only as is necessary for the purposes contemplated by the Contract (including, but not limited to, the provision of the Catering Services), or as required by law. In each case that Party shall first inform the person, party or body in question that the Confidential Information is confidential and (except where the disclosure is to any such body under sub-Clause 10.2.1.2 or any employee or officer of any such body) obtaining and submitting to the other Party a written confidentiality undertaking from the party in question. Such undertaking should be as nearly as practicable in the terms of this Clause 10, to keep the Confidential Information confidential and to use it only for the purposes for which the disclosure is made; and
- 10.2.2 use any Confidential Information for any purpose, or disclose it to any other person, to the extent only that it is at the date of the Contract, or at any time after that date becomes, public knowledge through no fault of that Party. In making such use or disclosure, that Party must not disclose any part of the Confidential Information which is not public knowledge.
- 10.3 The provisions of this Clause 10 shall continue in force in accordance with their terms, notwithstanding the termination of the Contract for any reason.
11. Force Majeure
- 11.1 We shall not be deemed to be in breach of the Contract or liable for any failure or delay in performing Our obligations where such failure or delay results from any cause that is beyond Our reasonable control ("Force Majeure"). Such causes include, but are not limited to: power failure, internet service provider failure, strikes, lock-outs or other industrial action, civil unrest, fire, explosion, flood, storms, earthquakes, subsidence, acts of terrorism (threatened or actual), acts of war, governmental action, epidemic, or other natural disaster, or any other similar or dissimilar event that is beyond Our control.
- 11.2 In the event that as a result of Force Majeure We cannot perform Our obligations under the Contract either You or Us may at their discretion terminate the Contract by written notice. In the event of such termination, We shall be entitled to retain from the Price received or still due from You to Us such costs, expenses and disbursements which We have incurred or for which We are liable to any third parties in connection with the Catering Services and such contribution to Our overhead as shall be reasonable and shall return any balance to You. We may, but shall not be obliged to, take such steps as We shall in Our discretion consider reasonable to recover any such costs and expenses from the relevant third parties and shall, subject to deduction of costs incurred in connection therewith, reimburse any sums so recovered to You.
- 11.3 We shall advise You in writing as soon as possible if and when any such Force Majeure event occurs and at the same time provide an estimate to You of how long the event is likely to continue and its likely impact on the performance of the Our obligations
12. Term, Cancellation and Termination
- 12.1 The Contract shall come into force on the date of the Order Confirmation and shall continue





from that date, subject to the provisions of this Clause 12 and sub-Clauses 6.17 and 12.2.

- 12.2 Without prejudice to Your right to terminate the Contract pursuant to any other provision of the Contract, You may terminate the Contract pursuant to this sub-Clause 12.2 at any time with immediate effect by giving a written notice to Us referring to this sub-Clause 12.2 provided that if You do give notice under this sub-Clause 12.2:
- 12.2.1 under no circumstances will the Confirmation Deposit be returnable;
  - 12.2.2 for Catering Services which include the provision of Event Food if the notice is received by Us more than 30 Calendar Days but less than 90 Calendar Days before the start date of the Event, 50% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;
  - 12.2.3 for all Catering Services if the notice is received by Us more than 15 Calendar Days but less than 30 Calendar Days before the start date of the Event, 75% of the Total Price payable shall become immediately due and payable to the extent that the same has not already been received by Us;
  - 12.2.4 for all Catering Services if the notice is received by Us less than 14 days before the start date of the Event, the balance of the Total Price shall become immediately due and payable to the extent that the same has not already been received by Us;
  - 12.2.5 any additional costs reasonably incurred by Us in cancelling any arrangements connected with the Event or Catering Services shall be paid by You on demand.
- 12.3 Notwithstanding sub-Clause 12.2, either Party may immediately terminate the Contract by giving written notice to the other Party if:
- 12.3.1 any sum owing to that Party by the other Party under any of the provisions of the Contract is not paid within 14 Business Days of the due date for payment;
  - 12.3.2 the other Party commits any other breach of any of the provisions of the Contract and, if the breach is capable of remedy, fails to remedy it within 28 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
  - 12.3.3 an encumbrancer takes possession, or where the other Party is a company, a receiver is appointed, of any of the property or assets of that other Party;
  - 12.3.4 the other Party makes any voluntary arrangement with its creditors or, being a company, becomes subject to an administration order (within the meaning of the Insolvency Act 1986);
  - 12.3.5 the other Party, being an individual or firm, has a bankruptcy order made against it or, being a company, goes into liquidation (except for the purposes of bona fide amalgamation or re-construction and in such a manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under the Contract);
  - 12.3.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to the other Party;
  - 12.3.7 that other Party ceases, or threatens to cease, to carry on business; or
  - 12.3.8 control of that other Party is acquired by any person or connected persons not having control of that other Party on the date of the Contract. For the purposes of this Clause 11, "control" and "connected persons" shall have the meanings ascribed thereto by Sections 1124 and 1122 respectively of the Corporation Tax Act 2010.
- 12.4 For the purposes of sub-Clause 11.3.2, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects.
- 12.5 Where You are the Party which terminates the Contract under sub-Clause 11.3, We shall refund



to You any Deposit and other amounts received by Us from You, and You shall not be liable for any other amount(s) payable under the Contract.

12.6 The rights to terminate the Contract given by this Clause 11 shall not prejudice any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.

13. Effects of Termination

Upon the termination of the Contract for any reason:

13.1 any sum owing by either Party to the other under any of the provisions of the Contract shall become immediately due and payable;

13.2 all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of the Contract shall remain in full force and effect;

13.3 termination shall not affect or prejudice any right to damages or other remedy which the terminating Party may have in respect of the event giving rise to the termination or any other right to damages or other remedy which any Party may have in respect of any breach of the Contract which existed at or before the date of termination;

13.4 subject as provided in this Clause 13 and except in respect of any accrued rights neither Party shall be under any further obligation to the other; and

13.5 each Party shall (except to the extent referred to in Clause 10) immediately cease to use, either directly or indirectly, any Confidential Information, and shall immediately return to the other Party any documents in its possession or control which contain or record any Confidential Information.

14. Communication, Complaints and Contact Details

14.1 If You wish to contact Us with questions or complaints, You may contact Us by telephone at 07395 219 017 or by email at [hello@miller-brown.co.uk](mailto:hello@miller-brown.co.uk)

14.2 In certain circumstances You must contact Us in writing (when cancelling an Order, for example, or exercising Your right to cancel the Catering Services). When contacting Us in writing You may use the following methods:

14.3 Contact Us by email at [hello@miller-brown.co.uk](mailto:hello@miller-brown.co.uk); or

14.4 Contact Us by pre-paid post at 10 Upper Grosvenor Road, Tunbridge Wells, Kent, TN1 2EP.

15. Consumer Rights

15.1 This Clause 15 shall only apply where You are a consumer (i.e not a corporation or a person acting in the course of their business, trade or profession) where a part of the Catering Services are not of satisfactory quality or mis-described.

15.2 As a consumer, You have certain legal rights with respect to the purchase of services. If We do not perform the Catering Services with reasonable skill and care or are not performed in line with information that We have provided about them, You have the right to request repeat performance or, if that is not possible or done within a reasonable time without inconvenience to You, You have the right to a reduction in price. If for any reason We are required to repeat the Catering Services in accordance with Your legal rights, We will not charge You for the same and We will bear any and all costs of such repeat performance. In cases where a price reduction applies, this may be any sum up to the full Price and, where You have already made payment(s) to Us, may result in a full or partial refund. Any such refunds will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

15.3 As a consumer, You also have certain legal rights with respect to the purchase of goods. If the Food is not of satisfactory quality, fit for purpose, as described, in accordance with information We have provided, or does not match any samples We have shown You, You may be entitled to



reject the Food, You may have the right to rectified or replacement Food or You may have the right to a price reduction up to the full Price. In cases where rectified or replacement Food is required, We will not charge You for the rectified or replacement items. In cases where a refund of any kind is due, the refund will be issued without undue delay (and in any event within 14 calendar days starting on the date on which We agree that You are entitled to the refund) and made via the same payment method originally used by You unless You request an alternative method.

16. Data Protection

For complete details of Our collection, 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 using it, details of Your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Notice available on Our website.

17. Data Processing

17.1 In this Clause 17 and in the Contract, "personal data", "data subject", "data controller", "data processor", and "personal data breach" shall have the meaning defined in the Data Protection Legislation.

17.2 Both Parties shall comply with all applicable data protection requirements set out in the Data Protection Legislation. Neither this Clause 17 nor the Contract shall relieve either Party of any obligations set out in the Data Protection Legislation and shall not remove or replace any of those obligations.

17.3 For the purposes of the Data Protection Legislation and for this Clause 17 and the Contract, the We are the "Data Processor" and You are the "Data Controller".

17.4 The type(s) of personal data, the scope, nature and purpose of the processing, and the duration of the processing shall be set out in a Schedule to the Contract.

17.5 The Data Controller shall ensure that it has in place all necessary consents and notices required to enable the lawful transfer of personal data to the Data Processor for the purposes described in these Terms and Conditions.

17.6 The Data Processor shall, with respect to any personal data processed by it in relation to its performance of any of its obligations under these Terms and Conditions.

17.6.1 Process the personal data only on the written instructions of the Data Controller unless the Data Processor is otherwise required to process such personal data by law. The Data Processor shall promptly notify the Data Controller of such processing unless prohibited from doing so by law;

17.6.2 Ensure that it has in place suitable technical and organisational measures (as approved by the Data Controller) to protect the personal data from unauthorised or unlawful processing, accidental loss, damage or destruction. Such measures shall be proportionate to the potential harm resulting from such events, taking into account the current state of the art in technology and the cost of implementing those measures. Measures to be taken shall be agreed between the Data Controller and the Data Processor and set out in the Schedule to the Contract;

17.6.3 Ensure that any and all staff with access to the personal data (whether for processing purposes or otherwise) are contractually obliged to keep that personal data confidential;

17.6.4 Not transfer any personal data outside of the UK without the prior written consent of the Data Controller and only if the following conditions are satisfied:

17.6.4.1 The Data Controller and/or the Data Processor has/have provided suitable safeguards for the transfer of personal data;



- 17.6.4.2 Affected data subjects have enforceable rights and effective legal remedies;
- 17.6.4.3 The Data Processor complies with its obligations under the Data Protection Legislation, providing an adequate level of protection to any and all personal data so transferred; and
- 17.6.4.4 The Data Processor complies with all reasonable instructions given in advance by the Data Controller with respect to the processing of the personal data.
- 17.6.5 Assist the Data Controller at the Data Controller's cost, in responding to any and all requests from data subjects and in ensuring its compliance with the Data Protection Legislation with respect to security, breach notifications, impact assessments, and consultations with supervisory authorities or regulators (including, but not limited to, the Information Commissioner's Office);
- 17.6.6 Notify the Data Controller without undue delay of a personal data breach;
- 17.6.7 On the Data Controller's written instruction, delete (or otherwise dispose of) or return all personal data and any and all copies thereof to the Data Controller on termination of the Contract unless it is required to retain any of the personal data by law; and
- 17.6.8 Maintain complete and accurate records of all processing activities and technical and organisational measures implemented necessary to demonstrate compliance with this Clause 17.
- 17.7 The Data Processor shall not sub-contract any of its obligations to a sub-contractor with respect to the processing of personal data under this Clause 17 without the prior written consent of the Data Controller such consent not to be unreasonably withheld. In the event that the Data Processor appoints a sub-contractor, the Data Processor shall:
  - 17.7.1 Enter into a written agreement with the sub-contractor, which shall impose upon the sub-contractor the same obligations as are imposed upon the Data Processor by this Clause 17 and which shall permit both the Data Processor and the Data Controller to enforce those obligations; and
  - 17.7.2 Ensure that the sub-contractor complies fully with its obligations under that agreement and the Data Protection Legislation.]
- 17.8 Either Party may, at any time, and on at least 30 calendar day's notice, alter the data protection provisions of the Contract, replacing them with any applicable data processing clauses or similar terms that form part of an applicable certification scheme. Such terms shall apply when replaced by attachment to the Contract.
- 18. No Waiver

No failure or delay by either Party in exercising any of its rights under the Contract shall be deemed to be a waiver of that right, and no waiver by either Party of a breach of any provision of the Contract shall be deemed to be a waiver of any subsequent breach of the same or any other provision.
- 19. Further Assurance

Each Party shall execute and do all such further deeds, documents and things as may be necessary to carry the provisions of the Contract into full force and effect.
- 20. Costs

Subject to any provisions to the contrary each Party to the Contract shall pay its own costs of and incidental to the negotiation, preparation, execution and carrying into effect of the Contract.
- 21. Set-Off

Neither Party shall be entitled to set-off any sums in any manner from payments due or sums received in



respect of any claim under the Contract or any other agreement at any time.

22. Assignment and Sub-Contracting

22.1 The Contract is personal to the Parties. Neither Party may assign, mortgage, charge (otherwise than by floating charge) or sub-licence or otherwise delegate any of its rights thereunder, or sub-contract or otherwise delegate any of its obligations thereunder without the written consent of the other Party, such consent not to be unreasonably withheld.

22.2 We shall be entitled to perform any of the obligations undertaken by Us through any other member of Our group or through suitably qualified and skilled sub-contractors. Any act or omission of such other member or sub-contractor shall, for the purposes of the Contract, be deemed to be Our act or omission.

23. Relationship of the Parties

Nothing in the Contract shall constitute or be deemed to constitute a partnership, joint venture, agency or other fiduciary relationship between the Parties other than the contractual relationship expressly provided for in the Contract.

24. Non-Solicitation

24.1 Neither Party shall, for the term of the Contract and for a period of 1 year after its termination or expiry, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to the Contract without the express written consent of that Party.

24.2 Neither Party shall, for the term of the Contract and for a period of 1 year after its termination or expiry, solicit or entice away from the other Party any customer or client where any such solicitation or enticement would cause damage to the business of that Party without the express written consent of that Party.

25. Third Party Rights

25.1 No part of the Contract is intended to confer rights on any third parties and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply to the Contract.

25.2 Subject to this Clause 25, the Contract shall continue and be binding on the transferee, successors and assigns of either Party as required.

26. Notices

26.1 All notices under the Contract shall be in writing and be deemed duly given if signed by, or on behalf of, a duly authorised officer of the Party giving the notice.

26.2 Notices shall be deemed to have been duly given:

26.2.1 when delivered, if delivered by courier or other messenger (including registered mail) during normal business hours of the recipient; or

26.2.2 when sent, if transmitted by e-mail and a successful return receipt is generated; or

26.2.3 on the fifth business day following mailing, if mailed by national ordinary mail, postage prepaid.

In each case notices shall be addressed to the most recent address or e-mail address notified to the other Party.

27. Entire Agreement

27.1 The documents comprising the Contract contain the entire agreement between the Parties with respect to its subject matter and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.

27.2 Each Party acknowledges that, in entering into the Contract, it does not rely on any



representation, warranty or other provision except as expressly provided in the documents comprising the Contract, and all conditions, warranties or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

28. Severance

In the event that one or more of the provisions of the Contract is found to be unlawful, invalid or otherwise unenforceable, that / those provision(s) shall be deemed severed from the remainder of the Contract. The remainder of the Contract shall be valid and enforceable.

29. Dispute Resolution

29.1 The Parties shall attempt to resolve any dispute arising out of or relating to the Contract through negotiations in good faith between their appointed representatives who have the authority to settle such disputes.

29.2 If negotiations under sub-Clause 29.1 do not resolve the matter within 14 days of receipt of a written invitation to negotiate, the parties may claim through an alternative dispute resolution procedure recommended to the parties by the Centre for Dispute Resolution.

29.3 If negotiations under sub-Clause 29.1 do not resolve the matter within 14 days of receipt of a written invitation to negotiate, the parties may claim through an alternative dispute resolution procedure recommended to the parties by the Centre for Dispute Resolution.

29.4 Nothing in this Clause 29 shall prohibit either Party or its affiliates from applying to a court for interim injunctive relief.

29.5 The Parties hereby agree that the decision and outcome of the final method of dispute resolution under this Clause 29 shall not be final and binding on both Parties

30. Law and Jurisdiction

30.1 The Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall be governed by, and construed in accordance with, the laws of England and Wales.

30.2 Subject to the provisions of Clause 30, any dispute, controversy, proceedings or claim between the Parties relating to the Contract (including any non-contractual matters and obligations arising therefrom or associated therewith) shall fall within the jurisdiction of the courts of England and Wales