



NOURISH • EDUCATE • INSPIRE
HERTFORDSHIRE CATERING LIMITED

THE PROVISION OF A CATERING SERVICE

[INSERT SCHOOL NAME]

CONTRACT REF: HCL/**XXXX**

Version Number	Author	Purpose/ Change	Date

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**THE PROVISION OF A CATERING SERVICE FOR
XXXXXXXXXXXXXXXXX SCHOOL
CONTRACT REF: HCL/XXXX**

FORM OF AGREEMENT

THIS AGREEMENT is made between

School Name: [insert School Name] School (the “School”)
School Number: [insert School Number]
Address: [insert address]

Email address: [insert email address]
Attention: [insert Authorised Representative of the School]

and

Hertfordshire Catering Limited (the “Company”)

Address: Mundells, Welwyn Garden City, Hertfordshire, AL7 1FT
Email address: HCL.Info@hcl.co.uk
Attention: Jolyon Adam

together referred to as “the Parties” and each a “**Party**”.

IT IS AGREED THAT:

1. The Contract (as defined in Clause 1) effected by the signing of this Form of Agreement constitutes the entire agreement between the Parties relating to the subject matter of the Contract and supersedes and replaces all prior contracts, negotiations, representations or understandings whether written or oral (as stipulated by Clause 4).
2. The Contract Period is for (1) year (as stipulated in Clause 3.1) unless terminated in accordance with the provisions of the Contract or extended by mutual consent of the Parties (in the manner stipulated in Clause 3.1).

On behalf of the School

On behalf of The Company

Printed:

Printed:

Signed:

Signed:

Position:

Position:

Date:

Date:

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**THE PROVISION OF A CATERING SERVICE FOR
XXXXXXXXXXXXXXXXX SCHOOL
CONTRACT REF: HCL/XXXX**

CONDITIONS OF CONTRACT

A. GENERAL PROVISIONS

1. THIS CONTRACT

- 1.1 This contract comprises the Form of Agreement, these Conditions of Contract (including the Definitions section), the Schedules and any addenda thereafter (together, “this **Contract**”).
- 1.2 This Contract may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

2. INTERPRETATION OF THIS CONTRACT

- 2.1 Except as otherwise expressly provided, the documents comprising this Contract are to be taken as mutually explanatory of one another.
- 2.2 Should either Party become aware of any ambiguities or discrepancies in or between any of the documents comprising this Contract, it shall immediately inform the other giving full details. Any such notified ambiguities or discrepancies shall be resolved by the Parties’ authorised representatives in accordance with Clause 24.
- 2.3 Any references to any Act of Parliament shall be deemed to include any amendment, replacement or re-enactment thereof for the time being in force, and to include any bylaws, licenses, statutory instruments, rules, regulations, orders, notices, directions, European Union legislation made thereunder, and any condition attaching thereto.
- 2.4 The headings in this Contract are for ease of reference only and shall not be taken into account in the construction or interpretation of any provision to which they refer.
- 2.5 The expression ‘person’ used in this Contract shall include (without limitation) any individual partnership, local authority or incorporated or unincorporated body.
- 2.6 In this Contract, the masculine includes the feminine and the neuter and vice versa; the singular includes the plural and vice versa.
- 2.7 References to Clauses or Schedules or paragraphs shall be to Clauses and Schedules of this Contract and paragraphs of the relevant Schedule.
- 2.8 Any undertaking hereunder not to do any act or thing shall be deemed to include an undertaking not to permit or allow the doing of that act or thing where that permission or allowance is within the control of the Company.

- 2.9 In the event of any ambiguity, inconsistency or conflict between the Form of Agreement, these Conditions of Contract (including the Definitions section), the Schedules and any addenda thereafter, a term contained in a section of this

Contract higher in the list below shall have priority over one contained in a section lower in the list:

2.9.1 these Conditions of Contract (including the Definitions section);

2.9.2 the Schedules;

2.9.3 any addenda thereafter; and

2.9.4 the Form of Agreement.

In the event of any ambiguity, inconsistency or conflict between Schedule 1 and any other Schedule, the provisions of Schedule 1 shall prevail.

- 2.10 In the event of any ambiguity, inconsistency conflict between the provisions of Clause 2.9 above and any Variations made to this Contract after the Commencement Date, the Variation as agreed between the Parties shall take precedence over the particular subject matter mutatis mutandis.

- 2.11 The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by Law.

3. DURATION OF CONTRACT

- 3.1 This Contract shall commence on the 1st day of September 2026. Unless Terminated earlier in accordance with Clause 20 or Clause 5, this Contract shall continue for a period of one (1) year thereafter until the 31st day of August 2027 (“**Initial Period**”).

- 3.2 The term of this Contract may extend on a rolling basis or for such longer period of one (1) year by mutual consent of the Parties (each such period an “Extended Period”) at the end of the Initial Period. Either Party may give written notice to the other Party, not later than nine (9) months before the end of the Initial Period or the relevant Extended Period, to terminate this Contract only at the end of the Initial Period or the relevant Extended Period, as the case may be

- 3.3 Where the Parties agree to an Extended Period, the provisions of this Contract shall continue to form the basis of the contract between the School and the Company for the supply by the Company of the Services, save for any Variations agreed between the Parties, which will apply to the extended Contract.

4. ENTIRE AGREEMENT

- 4.1 This Contract contains the whole agreement between the Parties in respect of the Services and supersedes and replaces any prior written or oral agreements, representations or understandings between them relating to such subject matter. The Parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated into this Contract.

4.2 Save as otherwise expressly provided in this Contract, nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any party the agent of another party, or authorise any Party to make or enter into any commitments for or on behalf of any other Party.

4.3 Each Party confirms it is acting on its own behalf and not for the benefit of any Other person.

5. NOTICES

5.1 Except as otherwise expressly provided within this Contract, no Notice from one Party to the other shall have any validity under this Contract unless made in writing by or on behalf of the Party concerned.

5.2 Any Notice which is to be given by either Party to the other shall be sent by hand, post, registered post, by recorded delivery service or by email and shall be addressed to the other Party in the manner specified in Clause 5.3. The Notice shall be deemed to have been given two (2) Working Days after the day on which the Notice was sent (or sooner where the receiving Party acknowledges receipt of such Notice), unless the Notice was sent via email, in which case, it shall be deemed to have been given upon transmission.

5.3 For the purposes of Clause 5.2, the address of each Party (including the Parties' email addresses) shall be as specified in the Form of Agreement.

5.4 This Clause 5 does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

6. USE OF SCHOOL'S CREST OR LOGO

The Company shall not without the prior Approval of the School use the School's crest either on its own or in combination with the Company's crest or logo nor cause or permit it to be used. The School warrants and represents to the Company that it has the ability to allow the Company to use the School's crest and that any use thereof by the Company in connection with this Contract will not result in the Company infringing any third party Intellectual Property Rights.

7. SEVERANCE

7.1 If any provision of this Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from this Contract and rendered ineffective as far as possible without modifying the remaining provisions of this Contract and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract.

7.2 If any provision or part-provision of this Contract is deemed deleted under Clause 7.1 the Parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

B. PROVISION OF THE SERVICES

8. THE PARTIES' AUTHORISED REPRESENTATIVES

- 8.1 The Parties shall, for the duration of this Contract, each appoint a representative who will be the main point of contact for any communications between the Parties (each an “**Authorised Representative**”).
- 8.2 The Authorised Representatives shall exercise the functions allocated to them under this Contract. The Parties may from time to time remove and replace their respective Authorised Representatives, such removals or replacements being notified in writing to the other Party.
- 8.3 The Company shall provide to the School the name, telephone number and contact address for the Company's Authorised Representative and other Company Staff who may require admission in connection with this Contract to any Premises occupied by or on behalf of the School. The Company Staff will be suitably identified as such on the School's Premises.
- 8.4 The School shall allow representation to be made by the Company before any of the Company's Staff is to be refused access to any premises occupied by or on behalf of the School.
- 8.5 Any Staff of the Company whose conduct places an end user at risk or might bring the School into disrepute shall be the subject of immediate investigation by the Company and dealt with to the reasonable satisfaction of the School which might direct that the employee be removed from activities in pursuance of this Contract.
- 8.6 The Company shall be responsible for the safekeeping of any keys, passes and other means of access provided to the Company by the School for entry to any Premises owned by the School and shall only permit such keys, passes and other means of access to be used in accordance with the School's Contract Manager's instructions and then only to the extent required for the purposes of providing the Services.
- 8.7 The Company shall ensure that the School's Contract Manager is informed as soon as reasonably practicable of the loss of any keys, passes and other means of access and shall reimburse to the School any cost of replacement and/or any reasonable security measures implemented as a direct result of such loss.

C. FINANCIAL ARRANGEMENTS

9. CONTRACT PRICE

- 9.1 The School shall pay the Price of the Services, in accordance with the payment terms stated in Schedule 2.
- 9.2 All amounts stated are exclusive of VAT and/or any other applicable taxes or levy, which shall be charged in addition at the rate in force at the date any payment is required from the School.
- 9.3 If payment of any Price is not received by any due date, the Company shall be

entitled (without prejudice to any other right or remedy):

- (a) to charge interest on the outstanding amount at the rate of two per cent (2%) per annum above the base lending rate of the Bank of England, accruing daily;
- (b) to require that the School make a payment in advance of any Services or part of the Services not yet supplied which shall be paid within ten (10) days of such demand (or if different) as specified in the Specification;
- (c) suspend all or part of the Services until payment has been made in full; and/or
- (d) not to provide any reports due on completion of the Services (until such payment is made).

9.4 All payments shall quote the Company's invoice number and other reference numbers.

9.5 The liability for collecting all outstanding meal debts rests with the School. The Company does not have responsibility for managing or chasing outstanding school meal debts from parents. If requested by the School, the Company will assist in fulfilling this obligation.

9A PRICE ADJUSTMENT

The Company may increase the Price on an annual basis with effect from each anniversary of the date of this Contract, any such increase to be broadly in line with the percentage increase in the Retail Prices Index.

10. VALUE ADDED TAX

10.1 The Services include the preparation and supply of Meals from the Company and the supply of other services as described in Schedule 1.

10.2 The Company will act as principal for the procurement of and payment for supplies, which will for VAT purposes, be deemed to be supplied by the Company to the School on the date when the supplies are delivered to the School and entered into stock.

10.3 The Company will act as agent for and on behalf of the School in the preparation of food and drink from the suppliers and in the onward provision of that to pupils. The Company agrees that other than expressly described elsewhere in this Clause 10 it shall have no duty to account to the School for any other fiduciary duties as an agent.

10.4 The Company will collate and hold records for the School of the total sales made to pupils and adults on the School's behalf and separately for total sales to adults and pupils from vending machines. It is the School's responsibility to give written notice to the Company of its VAT status and any special arrangements or apportionments it has agreed with HM Revenue and Customs relevant to those sales. The School will notify the Company as soon as reasonably possible if its VAT status changes. The Company acknowledges that it remains liable to account for and pay VAT to HM Revenue and Customs on supplies of the

- prepared food and drink to pupils and adults at the School when such VAT is properly due.
- 10.5 Any consideration due in respect of taxable supplies under this Contract is exclusive of VAT.
- 10.6 If this Contract or anything in it gives rise to a taxable supply for VAT purposes on the production of a valid VAT invoice the appropriate Party shall pay to the other a sum equal to that VAT in addition to the relevant consideration.
- 10.7 The appropriate Party shall provide to the other any information reasonably requested in relation to the amount of VAT chargeable in accordance with this Contract.
- 10.8 A VAT invoice will not be valid for the purposes of charging VAT if more than forty eight (48) Months have elapsed since the time of supply.
- 10.9 It is agreed that neither Party shall be liable for any penalties or interest arising from the accounting nor the failure of the other to account to HM Revenue and Customs at the correct time for any VAT correctly due in relation to the consideration referred to in this Clause 10.

D. CONTROL OF THIS CONTRACT

11. ASSIGNMENT AND SUBCONTRACTING

- 11.1 Subject to the other provisions of this Clause 11, the Parties shall not assign, novate or in any way dispose of this Contract or any part thereof except with the prior Approval of the other Party.
- 11.2 The Company shall not sub-contract the whole or any part of this Contract to any person without the prior Approval of the School (such Approval not to be unreasonably withheld or delayed).
- 11.3 If the Company should sub-contract the provision of the Services or any part thereof to any person, that shall not relieve the Company from any liability or obligation under this Contract and the Company shall be responsible for the acts, defaults or neglect of any sub-contractor or agents in all respects as if they were the acts, defaults or neglect of the Company.
- 11.4 Where the School has Approved the use of sub-contractors, the relevant sub contracts shall be on the same terms as this Contract and for the avoidance of doubt the sub-contract shall not contain any terms which are incompatible with this Contract.
- 11.5 Any change in the legal status of the School such that it ceases to be an academic institution shall not affect the validity of this Contract. In such circumstances, this Contract shall bind and enure to the benefit of any successor body to the School.

12. VARIATIONS

- 12.1 The terms of this Contract shall not be amended or varied except in writing and signed by the Parties' Authorised Representatives.

- 12.2 Any Variations required by a Party shall be communicated in writing by that Party' Authorised Representative to the other Party in accordance with the Notice provisions of Clause 5. All Variations shall be in the form of an addendum to this Contract on terms reasonably acceptable to the Parties.
- 12.3 In the event of a Variation, the Price may also be varied. Such Variation in the Price shall be calculated and agreed in writing between the Parties.
- 12.4 The Company shall provide such information as may be reasonably required to enable such varied Price to be calculated.
- 12.5 If the Parties:
- (a) agree to a Variation set out in the prescribed form in accordance with Clause 12.2, they shall sign it and that Variation shall amend this Contract; or
 - (b) are unable to agree a Variation, either party may require the disagreement to be dealt with in accordance with the dispute resolution procedure at Clause 24.

13. WAIVER

- 13.1 A waiver of any right or remedy under this Contract or by Law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 13.2 No failure or delay by either Party in exercising any right, power or privilege under this Contract shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Contract are cumulative and not exclusive of any rights and remedies provided by Law.

14. REMEDIES FOR POOR PERFORMANCE

- 14.1 If the Company commits a breach of this Contract which is capable of remedy, the School's Contract Manager shall notify the Company in writing indicating the areas of concern and shall require a plan of corrective action including timescales to be put into place (the "**Action Plan**").
- 14.2 The Company shall produce the Action Plan within an agreed timescale. The School's Contract Manager may require specific amendments to the Action Plan.
- 14.3 Acceptance of the Action Plan will be confirmed in writing by the School's Contract Manager to the Company's Authorised Representative.
- 14.4 Improvements in performance will be monitored in accordance with the Action Plan and agreed timescale until the breach is remedied.

15. NOT USED

16. CONTRACT MANAGEMENT

- 16.1 Provided that the Company's Authorised Representative is given reasonable notice of the same, the Company's Authorised Representative shall attend meetings with the School's Authorised Representative where an issue related to the Services is required by the School to be considered by the Company.
- 16.2 The Company shall supply the School with regular information (as requested by the School) on the performance of this Contract as set out in Schedule 4 and such information to be provided as required.
- 16.3 Regular contract review meetings will be held between the Company and the School to monitor the Company's performance both on this Contract as a whole and against performance targets outlined in Schedule 4. The Company shall afford all necessary resources and facilities to allow the School to carry out its contract reviews and provide all reasonable information required.

17. COMPLAINTS

Where either Party has any complaints or issues which it wishes to discuss in relation to the Services, these should be, wherever possible, resolved through the normal day to day contacts or through the Authorised Representatives of both Parties in accordance with the escalation process in Schedule 6. All complaints relating to allergies/special diets should be dealt with by the School.

E. INSURANCE AND LIABILITY

18. INSURANCE

- 18.1 The Company shall take out and maintain for the duration of this Contract an appropriate and adequate level of insurance required in the catering industry to cover the provision of the Services.
- 18.2 The Company shall supply to the School upon request any relevant insurance policy or certificate from its insurers or brokers confirming that the Company's insurance policies required pursuant to Clause 18.1 are up to date and in place.
- 18.3 If the Company fails to take out and maintain the insurance required under this Clause 18 then the School may itself insure against any risk in respect of which the failure shall have occurred and a sum or sums equivalent to the amount paid or payable by the School in respect of premiums therefore may be deducted by the School from any monies due or to become due to the Company under this Contract or such amount may be recoverable by the School from the Company as a debt.

19. LIABILITY

- 19.1 The Company warrants to the School that it will use reasonable care and skill in performing the Services and represents to the School that it has the full capacity and authority and all necessary consents to enter into and perform this Contract.
- 19.2 Company expressly does not warrant that any particular result or objective

(whether stated in this Contract or not) shall be achieved, be achievable or be attained at all or by a given completion date or any other date.

19.3 Nothing in this Contract limits any liability of the Company which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation; and
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

19.4 Subject to Clause 19.3 and Clause 19.5, the Company's total liability to the School under or in connection with this Contract, whether arising in contract, tort, negligence, breach of statutory duty or otherwise, shall not exceed the total sums actually received by the Company from the School pursuant to this Contract in respect of the preceding 12 period of this Contract (exclusive of VAT).

19.5 Neither Party shall be liable to the other Party in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by that other Party of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.

19.6 The School shall indemnify and hold harmless the Company from and against all claims and losses arising from loss, damage, liability, injury to the Company employees and third parties, infringement of third party intellectual property, or causation of third party losses by reason of or arising out of any information supplied by the School to the Company, its employees or consultants pursuant to this Contract, or any breach of this Contract by the School.

19.7 Any conditions, warranties or other terms implied by statute or common law are excluded from this Contract to the fullest extent permitted by Law.

19.8 Unless the School notifies the Company that it intends to make a claim in respect of an event within [three (3)] months, the Company shall have no liability for that event. The notice period for an event shall start on the day on which the School became, or ought reasonably to have become, aware of the event having occurred and shall expire [three (3)] months from that date. The notice must be given in accordance with Clause 5 and must identify the event and the grounds for the claim in reasonable detail.

19.9 **NOT USED**

F. TERMINATING THE CONTRACT

20. TERMINATION

20.1 Without prejudice to any other remedies or rights under this Contract, either

Party may terminate this Contract with immediate effect by giving written notice to the other Party in the circumstances described in Clause 3.2, or if:

- (a) the other Party becomes insolvent; or
- (b) an order is made or a resolution is passed for the winding up of the Other Party (other than voluntarily for the purpose of solvent amalgamation or re-construction); or
- (c) an administration order is made; or
- (d) an administrator, administrative receiver, receiver or receiver manager is appointed in respect of the whole or any part of the Other Party's assets or business or possession is taken by or on behalf of any creditor of any property that is the subject of a charge; or
- (e) any voluntary arrangement is made for a composition of debts or a scheme of arrangement is approved under the Insolvency Act 1986 or the Companies Act 2006 in respect of the Other Party or the Other Party takes or suffers any similar or analogous action in consequence of debt; or
- (f) the other Party breaches the provisions of the Bribery Act 2010; or
- (g) in respect of performance after exhausting the escalation process in Schedule 6; or
- (h) the other Party commits a material breach of any term of this Contract and (if such breach is remediable) fails to remedy that breach within a period of 10 (ten) Working Days after being notified in writing to do so; or
- (i) the other Party repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
- (j) the other Party's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Contract is in jeopardy; or
- (k) the other Party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its function.

20.2 Without prejudice to any other remedies or rights under this Contract, the Company may terminate this Contract with immediate effect by giving written notice to the School. If the School fails to pay any amount due under this Contract on the due date for payment and remains in default not less than ninety (90) Working Days after being notified in writing to make such payment.

21. CONSEQUENCES OF TERMINATION

21.1 If this Contract is terminated for any reason whatsoever the Parties shall co-operate with each other for a smooth transition and handover of the Services to the School or Replacement Company as the case may be.

- 21.2 The School shall immediately pay to the Company all of the Company's outstanding unpaid invoices and interest and, in respect of the Services supplied up to and including the termination date but for which no invoice has been submitted, the Company may submit an invoice, which shall be payable immediately on receipt.
- 21.3 There shall be orderly handover of assets, systems, Premises, Data, equipment records information and documentation held on behalf of either Party to the other Party for the provision of the Services.
- 21.4 The Company shall use all reasonable endeavours to transfer all data in accordance with industry standard format (or any format reasonably specified by a Replacement Company) relating to the Services including without limitation requests for Services to be undertaken which have not been completed.
- 21.5 On termination of this Contract, the following Clauses shall continue in force: Clause 2 (Interpretation), Clause 7 (Severance), Clause 13 (Waiver), Clause 19 (Liability), Clause 21 (Consequences of termination), Clause 24 (Dispute Resolution), Clause 25 (Statutory and Jurisdiction) Clause 26 (Legal Proceedings), Clauses 31.6 and 31.7 (Non-solicitation), Clause 34 (Confidentiality) and Clause 35 (Intellectual Property Rights).
- 21.6 Termination of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination or expiry.

21A RESPONSIBILITY UPON TERMINATION OR EXPIRY

- (a) Costs arising from fundamental change of service ("Transitional Costs");

It is assumed that, in entering into this Contract, the service requirement will continue in its current or similar form throughout the life of the Contract, and following contract termination. If, upon the expiry or termination of this Contract for any reason, the School implements a fundamental change of service, compared to that set out at contract commencement, the School will be responsible for any exceptional costs HCL incurs in relation to this change.

- i. A fundamental change in service would constitute an event whereby onward TUPE of staff was deemed not to apply due to the materially different nature of the service going forwards, or similar level of change.
- ii. These Transitional Costs include, without limitation:
 - personnel costs including redundancy, notice pay and pension strain if it is determined that TUPE of staff is no longer applicable – and staff cannot be redeployed elsewhere for any reason;
 - the costs of transferring, copying, migrating or disposing of data, equipment, systems or records;

- fees or charges payable to third-party professional advisors or subcontractors engaged directly or indirectly to plan, manage or implement transition activities;
 - administrative and operational costs necessary to ensure compliance with applicable laws or regulations during (and immediately following) transition;
 - any costs arising from system compatibility, remediation, interface adaptation, or decommissioning of the Company's infrastructure.
- (b) The School shall not be entitled to withhold, set off, or deduct any aforementioned costs from any sums due or payable to the Company under this Contract.
- (c) Settlement of Transitional Costs
- i. Liability of Transitional Costs:-
The Company shall have no obligation—express, implied or statutory—to bear any Transitional Costs, whether arising in contract, tort (including negligence), restitution or otherwise arising from the circumstances described in 21.A
 - ii. Within 60 days of termination or expiry, the Company shall provide the School with a detailed written breakdown of Transitional Costs reasonably incurred to date. The Client shall reimburse the Supplier for such costs within 30 days of receipt of invoice.
- (d) Reasonableness and Disputes
- All Transitional Costs must be reasonable in amount, properly documented, and incurred in accordance with prudent industry practice.
- (e) In case of any dispute regarding Transitional Costs, the parties will refer the matter to an independent accountant or auditor agreed upon by both parties (or, failing agreement within 7 days, nominated by the Institute of Chartered Accountants in England and Wales), whose decision (obtained within 30 days) shall be final and binding. Each party will bear its own costs in relation to the referral; the parties shall share the cost of the accountant or auditor equally.
- (f) Survival
- Clauses 21.A.(a) to 21.A-(c) shall survive the termination or expiry of this Contract.

22. FORCE MAJEURE

22.1 **Force Majeure Event** means any circumstance not within a Party's reasonable control including, without limitation:

- (g) acts of God, flood, drought, earthquake or other natural disaster;
- (h) epidemic or pandemic;

- (i) nuclear, chemical or biological contamination;
- (j) any Law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;
- (k) collapse of buildings, fire, explosion or accident;

22.2 Provided it has complied with Clause 22.3, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Contract by a Force Majeure Event (“**Affected Party**”), the Affected Party shall not be in breach of this Contract or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

22.3 The Affected Party shall as soon as reasonably practicable after the start of the Force Majeure Event notify the other Party in writing of the Force Majeure Event. As soon as practicable following such notification of delay or failure in performance, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the relevant circumstances to facilitate the continued performance of this Contract. If such circumstances continue for a continuous period of more than six (6) months, either Party may terminate this Contract by giving thirty (30) days’ Notice to the other Party, except for those circumstances stated in Clause 23.3.

23. UNPLANNED CLOSURE, INDUSTRIAL ACTION AND SNOW DAYS

23.1 Either Party shall give the maximum possible advance warning of prospective industrial action by the other Party’s Staff or other industrial disputes likely to affect the performance of this Contract adversely.

23.2 In the event that industrial action is taken by the Staff of the School which results in the closure of the School and deprives the Company from providing Services the Company shall be entitled to all its costs including the management fee thereon incurred in any event and for the duration of the industrial action.

23.3 In the event of snow days or unplanned closures the Company reserves the right to charge for all costs related to the meals prepared where notice is received during that day. Where notice of closure is received in advance the Company will take whatever action it can to minimise costs, but reserves the right to charge the School for the daily average number of Universal Infant Free School Meals (UIFSM) that are normally served. If UIFSM is not a relevant charging basis, alternative approaches will be applied.

G. DISPUTES AND LAW

24. DISPUTE RESOLUTION

The Parties agree to follow the escalation procedure in Schedule 6 in the resolution of any dispute which arises in relation to any aspect of the Services. Where those processes have been exhausted and no resolution has been reached, the Parties may escalate the matter to each other’s Authorised Representative who shall consult in good faith in an attempt to come to an agreement in relation to the disputed matter. Where the Parties are unable to

agree the matter, the matter may be referred to a mutually agreed adjudicator or other person whose decision shall be final.

25. GOVERNING LAW AND JURISDICTION

25.1 Both Parties shall comply with all requirements of the Law to be observed and performed in connection with the Services and their other obligations under this Contract and a defaulting Party shall indemnify the non-defaulting Party against all actions, claims, demand, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of this Clause 25.1.

25.2 The formation, validity, construction and performance of this Contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

26. LEGAL PROCEEDINGS

26.1 Both Parties shall co-operate with each other and provide within the timescale agreed between the Parties relevant information (at no cost) in connection with any legal inquiry dispute resolution or Court proceedings in which either Party may become involved.

26.2 Where one Party becomes aware of any incident, accident or other matter which may give rise to a claim or legal proceedings in relation to the Services, it shall notify the other Party immediately in writing.

H. STATUTORY OBLIGATIONS AND REGULATIONS

27. EQUALITY AND DIVERSITY

27.1 In the performance of the Services (including provisions of Schedule 1), the Company shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order, or regulation relating to discrimination including the Equality Act 2010 (as amended from time to time) whether in need of protected characteristics age, race, disability, gender reassignment, pregnancy and maternity, religion or belief, sex, sexual orientation, marriage and civil partnership (relate only to discrimination aspect of duty) or otherwise in employment and shall have regard to other official guidance and code of practice in relation to promotion of equality in employment.

27.2 The Company shall take all reasonable steps to secure the observance of Clause 27.1 by its Staff employed in the execution of this Contract and the Company shall have an equal opportunities policy and procedures which are available on request.

27.3 The Company shall comply with the National Minimum Wage Act 1998 (as amended) in relation to the payment of its Staff.

27A THE WORKER PROTECTION (AMENDMENT OF EQUALITY ACT 2010) 2023 AND EMPLOYMENT RIGHTS ACT 2024

In the performance of the Services both Parties agree and ensure that its representatives comply with The Worker Protection (Amendment of Equality Act

2010) 2023 and Employment Rights Act 2024, that shall include but not be limited to:

- (a) Robust procedures and guidelines for the management of activities which could present risks of abuse.
- (b) Up-to-date procedures for avoiding and responding to actual or suspected physical, sexual harassment, psychological, financial, or material abuse, discriminatory abuse, organisational abuse, modern slavery, self-neglect and acts of neglect or omission with such procedures to be reviewed at least once every year.
- (c) Clear policies to deal with dangerous, exploitative or unsafe behaviour and practice and provide training to all employees and staff to develop appropriate skills and knowledge.
- (d) A clear and well publicised whistle blowing policy and procedure, sexual harassment policy and code of conduct for staff
- (e) Procedures that clearly state the response to any act of discrimination and harassment including sexual harassment.
- (f) Safeguarding training that promotes awareness of abuse and how to respond and report concerns.
- (g) Training for staff that supports good practice in all areas described under policies and procedures and
- (h) Clear and accessible information describing the service standards, how to complain and how to report abuse.

28. HEALTH AND SAFETY

- 28.1 The Company shall at all times during the Contract Period comply with the requirements of the Health and Safety at Work Act 1974 and any other relevant act, order pertaining to the health and safety of employees and others who may be affected by the Company's acts or omissions in providing the Services under this Contract and shall require that any sub-contractor may likewise comply.
- 28.2 The Company shall ensure that all food preparation is in accordance with the provisions of Health and Safety at Work Act 1974 and all other relevant Law in accordance with industry standard.
- 28.3 Any accident or incident at or in the vicinity of the Catering Facility resulting in any sort of personal injury or death which occurs during or as a result of the performance of the Services or any of them shall be reported immediately by the Company to the School's Contract Manager.
- 28.4 The Company will be required to complete the School's accident form as well as completing their own accident procedures.
- 28.5 The Company shall provide a fully stocked first aid box at each School and replenish stocks as and when necessary.

29. THE CONTRACT (RIGHTS OF THIRD PARTIES) ACT 1999

No person who is not a Party to this Contract shall have any right to enforce any term of this Contract, which expressly or by implication, confers a benefit on him without the prior consent in writing of both Parties. This Clause 29 does not affect any right or remedy of any person which exists or is available otherwise than pursuant to the Contract (Rights of Third Parties) Act 1999.

30. FREEDOM OF INFORMATION

- 30.1 Both Parties shall comply with all relevant requirements under the Freedom of Information Act 2000 (the “**Act**”) and the Environment Information Regulations 2004 (the “**Regulations**”) and shall cooperate with each other with necessary information disclosure requirements except as otherwise stated in the Company’s Articles of Association.
- 30.2 In responding to request for information under the Act or the Regulations the Parties shall consult with each other before information is released.

31. TRANSFER OF UNDERTAKINGS OF EMPLOYEES

- 31.1 The Parties recognise that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of this Contract and where applicable the Parties agree to comply with all the relevant provisions of TUPE as it affects transferring staff. The Company shall procure that each of its sub-Contractors shall comply with the provisions of this Contract and Clause 31 and Schedule 11.
- 31.2 The defaulting Party who fails to comply with all relevant provisions of TUPE shall indemnify the non-defaulting Party (and where applicable indemnify the Replacement Company) against all losses, costs, demands, actions, fines, penalties, awards, liabilities and expenses (including legal expenses) whatsoever in respect of any breach of TUPE.
- 31.3 All information required under TUPE shall be provided at least 28 days before the commencement of the new Contract.
- 31.4 The School and/or the Replacement Company shall provide appropriate pensions (in accordance with all relevant pensions Law), to employees subject to TUPE transfer and connected with the provision of the Services after the termination or expiry of this Contract. This may include entering into an admission agreement (Local Government Pension Scheme) where appropriate.
- 31.5 Where the School serves notice of termination to the Company, under TUPE Regulations, the transferring staff will automatically revert back to the School and/or the Replacement Company on the first calendar day after the termination date.

32. SAFEGUARDING IN EMPLOYMENT

32.1 Safeguarding

The Company’s staff will be required to familiarise themselves with Part One of KCSiE.

- 32.1.1 The Company will conduct all relevant recruitment, selection and pre-employment vetting in line with Part Three of KCSiE, ensuring all new appointments have undergone;

- Identity Check
- Right to Work Check

- Employment History
- Satisfactory Reference Checks
- Fitness to Work Check
- Overseas Check (if applicable)
- Enhanced Disclosure and Barring Service Check (where applicable)
- Risk Assessment (where applicable)

32.1.2 The Company, as a “Supplier” will provide the School with written confirmation that all the checks listed in 32.1.1 have been completed, in compliance with Part three of KCSiE (paragraph 196 - 199).

32.1.3 In addition, the Company warrants that it will comply with the School’s Adult and Child Safeguarding procedures in relation to this Clause 32 details of which are available from the School and may be amended from time to time and notified to the Company.

32.1.4 The Company shall provide full assurance to the School that it will comply with the SVG Act (as amended), as well as the statutory guidance laid out in KCSiE, and shall not undertake any act, either knowingly, or recklessly, that would cause the School to be in breach of either.

32.1.5 Pursuant to this Clause 32 the Company shall nominate and name a designated senior officer (or manager) and formulate a plan during the provision of the Services under this Contract, to ensure that it complies with the provisions of KCSiE and the SVG Act (as amended).

32.1.6 The designated senior officer or manager shall comply with the provisions of “Working together” and part 4 of KCSiE guidance when dealing with allegations of abuse made against the Company’s employees who work with children, young people and adults. The School reserves the right to visit the Company’s organisation to audit, inspect and monitor the Company’s compliance with Clause 32.1

32.2 **Disclosure and Barring Service (“DBS”) Checks**

32.2.1 It is the Company’s policy that all staff and volunteers have had all the required pre-employment checks stated in 32.1.1. In addition, they must all hold (where eligible) a satisfactory and relevant Disclosure and Barring Service (DBS) check prior to appointment.

32.2.2 Where the DBS contains information the Company will initiate a “Trace” protocol, which includes a full assessment of the Disclosure Certificate, the self-declaration form and will conduct a full and appropriate risk assessment.

32.2.3 The risk assessment will include a probing interview with the candidate in which the Company will explore and document the details that surrounded the offence that led to the conviction. The risks that are associated with the Workforce and establishment will be considered fully before a decision is made.

32.2.4 The Company works with Hertfordshire County Council in assessing the risk. The councils Safe Staffing Team provide advice and guidance through the process as they do with maintain schools.

32.2.5 Approved Risk Assessments are done so by a senior council representative and approved by the Company's designated senior officer.

The Company fulfils its legal and safeguarding obligations in relation to carrying out pre-employment checks on all its employees. These checks are overseen by our parent organisation Hertfordshire County Council. The Criminal Records Checks are processed on the council's online DBS system and any resulting review of convictions that are declared is conducted in line with the councils "Trace Policy and Protocols". Risks are assessed by both the councils Safe Staffing Team and the Company's designated officer. The Company and Hertfordshire County Council take their safeguarding responsibility extremely seriously and ensure that all risks associated with the setting and job role are evaluated thoroughly before a decision is made.

The School hereby agrees that the safeguarding provisions documented within this contract are consistent with the statutory requirements and therefore the School will authorise the Company employees to enter the "specified establishment" on receipt of the pre-approved "Safeguarding Compliance Certificate" upon request.

32.3 **Modern Slavery Act 2015**

In the performance of the Services, the Company shall comply with the UK Modern Slavery Act 2015.

I. PROTECTION OF INFORMATION

33. DATA PROTECTION

33.1 The Parties shall comply with all applicable requirements of the Applicable Data Protection Laws. This Clause 33 and Schedule 10 are in addition to, and do not relieve, remove or replace, a Party's obligations or rights under Applicable Data Protection Laws.

Information Governance – General Responsibilities

33.2 For the purposes of this Clause 33, the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the Applicable Data Protection Laws.

33.3 The Parties acknowledge their respective obligations arising under the Applicable Data Protection Laws and will duly observe all their obligations under the Applicable Data Protection Laws which arise in connection with this Contract.

33.4 The Parties shall assist each other as necessary to enable each other to comply with these obligations.

The School and Company as independent Data Controllers

- 33.5 Notwithstanding the general obligations in Clauses 33.1 to 33.4 above, where the Parties are processing Personal Data as independent Data Controllers the Parties undertake to:
- 33.5.1 treat as confidential all Personal Data which may be derived from or be obtained in the course of the Services or which may come into the possession of the Parties or a Staff member, servant or agent or Sub-Contractor of the Parties as a result or in connection with the Services;
 - 33.5.2 provide all necessary precautions to ensure that all such information is treated as confidential by the Parties, their Staff members, servants, agents or Sub-Contractors;
 - 33.5.3 ensure that it, its Staff members, servants, agents and Sub-Contractors are aware of the provisions of the Applicable Data Protection Laws and that any personal information obtained in the course of the performance of this contract shall not be disclosed or used in any unlawful manner;
 - 33.5.4 indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Applicable Data Protection Laws by the indemnifying party, its Staff members, servants, agents or sub-contractors, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it;
 - 33.5.5 have in place adequate mechanisms to ensure that Sub-Contractors, agents and subsidiaries to whom personal information is disclosed comply with their obligations under this Contract to keep Personal Data and information secure and confidential in accordance with Data Protection Legislation.
 - 33.5.6 promptly inform the other party about the receipt of any data subject access request and provide the other party with reasonable assistance in complying with any data subject access requests;
 - 33.5.7 assist the other Party, at the cost of the other Party, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Applicable Data Protection Laws with respect to security, Personal Data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
 - 33.5.8 notify the other party without undue delay on becoming aware of any breach of the Applicable Data Protection Law; and
 - 33.5.9 provide the other Party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Applicable Data Protection Law, including the joint training of relevant

Staff, the procedures to be followed in the event of a data security breach, and the regular review of the Parties' compliance with the Applicable Data Protection Law.

- 33.6 The Parties have determined that for the purposes of Applicable Data Protection Laws the Company shall process the School's Personal Data as set out in Clause 33.8 below. Should the determination in this Clause 33.6 change, the Parties shall use all reasonable endeavours make any changes that are necessary to this Clause 33.

The Company as Data Processor

- 33.7 The Company shall (and shall ensure that all of its Staff) comply with any notification requirements under the Applicable Data Protection Laws and each of the Parties will duly observe all their obligations under the Applicable Data Protection Laws which arise in connection with this Contract.

- 33.8 Notwithstanding the general obligations in Clauses 33.1 to 33.4 above, where the Company is processing Personal Data as a Data Processor for the School, it shall:

33.8.1 process the Personal Data only in accordance with instructions as agreed by the Parties (which may be specific instructions or instructions of a general nature) as set out in this Contract;

33.8.2 comply with all applicable Laws;

33.8.3 process the Personal Data only to the extent and in such manner as is necessary for the provision of the Company's obligations under this Contract or as is required by Law or any regulatory body;

33.8.4 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

33.8.5 ensure that its Staff members, servants, agents or Sub-Contractors associated with the performance of this Contract are aware of their personal responsibilities under the Applicable Data Protection Laws to maintain the security of the Personal Data controlled by the School;

33.8.6 take reasonable steps to ensure the reliability of its Staff, servants, agents and Sub-Contractors who may have access to the Personal Data;

33.8.7 ensure that Personal Data is not copied for any purpose other than that agreed with the School;

33.8.8 ensure that Personal Data shall be deleted or returned to the School at the end of this Contract or when requested by the School, such instruction to be made in writing;

- 33.8.9 notify the School without undue delay on becoming aware of a personal data breach;
- 33.8.10 maintain records to demonstrate its compliance with this Clause 33.
- 33.9 The School provides its prior, general authorisation for the Company to appoint sub-processors to process the Personal Data, provided that the Company:
 - 33.9.1 shall ensure that the terms on which it appoints such processors comply with Applicable Data Protection Laws, and are consistent with the obligations imposed on the Company in this Clause 33;
 - 33.9.2 shall remain responsible for the acts and omission of any such sub-processor as if they were the acts and omissions of the Company; and
 - 33.9.3 shall inform the School of any intended changes concerning the addition or replacement of the sub-processors, thereby giving the School the opportunity to object to such changes provided that if the School objects to the changes and cannot demonstrate, to the Company's reasonable satisfaction, that the objection is due to an actual or likely breach of Applicable Data Protection Law, the School shall indemnify the Company for any losses, damages, costs (including legal fees) and expenses suffered by the Company in accommodating the objection.

34. CONFIDENTIALITY

- 34.1 The Parties shall keep confidential all Confidential Information received by one Party from the other Party relating to this Contract, the Addenda and the Services. The Parties shall inform their officers, employees and agents of such obligation and use all reasonable endeavours to prevent their officers, employees and agents from making any disclosure to any person of any such Confidential Information. The Parties shall only use the Confidential Information for the purpose of performing their obligations under or in connection with this Contract.
- 34.2 The obligations of Clause 34.1 shall not apply to:
 - 34.2.1 any disclosure of information which is already lawfully in the possession of the receiving Party, prior to its disclosure by the disclosing Party;
 - 34.2.2 any disclosure of information that is reasonably required by any persons engaged in the performance of their obligations under this Contract for the performance of those obligations;
 - 34.2.3 any information which a Party can demonstrate is already or becomes generally available and in the public domain otherwise than as a result of a breach of this Clause 34;
 - 34.2.4 any disclosure to enable a determination to be made under any dispute resolution procedure or in connection with a dispute between a Party and any of its sub-contractors;
 - 34.2.5 was developed by a Party (or on its behalf) who had no direct access to or use or knowledge of the Confidential Information;

34.2.6 is required to be disclosed by any legislation (including statutory orders and guidance) or by order of a court of competent jurisdiction or by decision of the Information Commissioner or Local Government Ombudsman; or

34.2.7 any disclosure of information to a Party's insurers, insurance advisers or professional advisers.

35. INTELLECTUAL PROPERTY RIGHTS

35.1 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:

35.1.1 furnished to or made available to the Company by the School shall remain the property of the School;

35.1.2 furnished to or made available to the School by the Company shall remain the property of the Company.

35.2 The Company hereby grants the School, or shall procure the direct grant to the School of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Contract to use, copy and modify the Deliverables (excluding the School Materials) for the purpose of receiving and using the Services and the Deliverables.

35.3 The School hereby grants the Company, or shall procure the direct grant to the Company of, a fully paid-up, worldwide, non-exclusive, royalty-free licence during the term of this Contract to use, copy and modify the School Materials for the purpose of supplying the Services and the Deliverables.

36. AUDIT RIGHTS

36.1 The Company shall (upon reasonable notice given by the School) permit or procure permission for any authorised representative of the School (including the School's external auditors) to have reasonable access for audit purposes to information, records, premises or the equipment used in the provision of the Services.

36.2 The Company shall provide such information documents and reports in the form as may be reasonably required by the School.

36.3 The Company shall keep and maintain information document and reports for the period required under the relevant legislative requirement.

J. CONTRACT SPECIFIC CONDITIONS

37. LICENCE TO OCCUPY

37.1 Any land or Premises, including temporary buildings, made available to the Company by the School in connection with this Contract shall be made available to the Company and shall be used by the Company solely for the purpose of performing its obligations under this Contract. The Company shall have the use

of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of this Contract.

- 37.2 The Company shall not use School's Premises for any purpose or activity other than the provision of the Services unless otherwise permitted and agreed in writing.
- 37.3 The School shall inform the Company of all health and safety and security requirements that apply at any of the Premises.
- 37.4 The Company shall pay for the reasonable cost of making good any damage caused by the Company and its Staff in performing its obligations under this Contract other than fair wear and tear.
- 37.5 The Parties agree that there is no intention on the part of the School to create a tenancy of whatsoever nature in favour of the Company or its Staff and that no such tenancy has or shall come into being.
- 37.6 Access to the School's Premises shall not be exclusive to the Company but shall be limited to such Staff as are necessary to perform the Services concurrently with the execution of work by others. The Company shall co-operate free of charge with such others on the School's Premises as the School may reasonably require.

38. EQUIPMENT

The School retains ultimate responsibility for the provision, maintenance, repair and security of heavy Equipment (or other specified Equipment) provided for use by the Company during the Contract Period. The Company shall be under no liability in respect thereof save where any damage or loss is caused to the School's Equipment by the acts or omissions of the Company.

- 38.1 The School is responsible before the Contract Start Date and at its own expense, to be in possession of an up to date CP42 Commercial Kitchen Gas Safety Certificate as required by UK Laws under Regulation 35 of the Gas Safety (Installation and Use) Regulations, confirming that all gas appliances, pipework, extraction systems and safety dives in the kitchen have been inspected and are safe to use.

38.2.1 It will be the School's responsibility to provide HCL with an up-to-date copy of its CP42 Certificate before the Contract Start Date and have its CP42 Certificate renewed annually for the life of the Contract. In circumstances where The School do not hold an up-to-date CP42 Certificate, HCL reserves the right to stop using the equipment at The School and will not be liable to fulfil the contractual agreements in providing a service until an updated CP42 Certificate has been issued and a copy sent to HCL.

38.2.2 Failure to have an up to date CP42 certificate would be a material breach of contract. The Company shall be under no liability in respect thereof save where any damage or loss is caused to the School's Equipment by the acts or omissions of the Company.

- 38.2 The School shall during the Contract Period permit the Company to use, free of charge, the heavy Equipment, solely for the provision of the Services.

38.3 The heavy Equipment shall remain at all times the property of the School, including any additions or alterations made to individual items of heavy Equipment during the Contract Period.

38.4 The responsibility for the PAT testing, in compliance with legislation, of all the Equipment required for the provision of the Services will be the School's.

39. HYGIENE

The Company shall comply with all current applicable UK Food Hygiene legislation and submit a copy of their Food Hygiene Policy to the School on request.

40. HYGIENE – FOOD HANDLERS

40.1 The Company shall ensure that all persons employed by them, within and around areas designated for the preparation and service of food, are in good health and have a high standard of oral hygiene and general personal hygiene.

40.2 Staff engaged in the handling of food, who become aware that they are suffering from, a carrier of, or in contact with other people suffering from, a Notifiable Illness or gastro intestinal infection shall inform the Company immediately.

40.3 A Notifiable Illness is as defined by a Working Group of Food Industry Medical Officers, or any other similar groups throughout the life of the contract assisted by the Department of Health and Social Care, Public Health England, Health Protection Agency and Employment Medical Advisory Service of the Health and Safety Executive.

40.4 The Company upon receiving any such notice shall inform the Authority's Environmental Health Service and the School. It shall be the responsibility of the Company to take any further actions as may be necessary to meet and fulfil any legal requirements imposed as a result of such notification. The Company shall also keep the School informed of any such further action.

41. UNIFORMS

41.1 The Company shall ensure that Staff are supplied with protective clothing and that it is clean when worn.

41.2 The uniform shall be such that Staff can be identified as providers of the Services.

41.3 All Staff employed by the Company, either permanent or temporary shall wear the approved uniform at all times while involved in the provision of the Services, including production of meals and serving to customers.

42. WASTE

42.1 Company's responsibilities for waste

42.1.1 The Company must at all times comply with current environmental legislation, particularly the section 34 Environmental Protection Act 1990.

- 42.1.2 All waste must be taken by the Company's Staff from the kitchen to the designated bins outside. The Company must ensure that its Staff shall be mindful of recycling and environmental policies of the School.

42.2 Storage of waste

- 42.2.1 The responsibility for the disposal of all rubbish associated with the Meal service including the rental of bins is the School's.
- 42.2.2 The Company may use the existing facilities for the storage of waste at the School prior to disposal, on condition that it complies with all reasonable requirements of the School's Contract Manager as to its use, the positioning of the waste within them, and the arrangements for their cleaning, clearing and maintenance. All waste within the kitchen area will be stored in appropriate containers supplied by the Company.
- 42.2.3 The Company must not discharge oil or grease or other materials likely to cause blockages into the drains, whether within or outside the School.

43. PRIVATE FUNCTIONS

- 43.1 It is at the discretion of the Headteacher to authorise the use and occupation of educational premises outside standard hours of instruction. In the first instance, the option to provide catering services, when the kitchen premises are let, shall be offered to the Company.
- 43.2 The Company may use the Catering Facilities for purposes other than the provision of the Services, provided prior Approval of the School has been obtained. The Company must comply with all the provisions of this Contract in providing a private function.
- 43.3 Where catering is arranged by the School other than the Company, then the School shall be liable for any damage caused to the facilities.

44. CATERING FACILITIES

- 44.1 The School will maintain the fabric of the Catering Facilities, fair wear and tear from the normal and reasonable use of the facilities expected.
- 44.2 The Company shall inform the School of any defects appearing in or damage occurring to floor coverings and to the fabric of the Catering Facilities, including gas and water pipes, drains and electric wiring. Upon termination of the Contract, the Company shall ensure that the Catering Facilities are returned to the School in good condition, and clean and tidy, fair wear and tear only excepted.
- 44.3 The Company is responsible at its own expense for all day to day cleanliness of the Catering Facilities and all equipment therein.
- 44.4 The School will be responsible for the cleaning of all windows, except for glass panels in doors, and glass panels beside doors, which shall be cleaned by the Company. It is recommended that air extraction fan cleaning takes place biannually.
- 44.5 If, as a result of the use of the Catering Facilities by any other person, the

considers that additional cleaning is necessary, the Company shall first consult the School's Contract Manager and ensure that the Company has sufficient information to enable recovery of additional cost incurred of such cleaning from the persons responsible.

45. TELEPHONES

- 45.1 The School shall make every effort to provide a telephone line into the kitchen.
- 45.2 The cost of calls made from the kitchen line may be monitored by the School and any costs considered to be excessive shall be charged back to the Company.
- 45.3 If the kitchen office has its own telephone line it shall only be used by the Company's Staff for the provision of the Services.

46. PEST CONTROL

- 46.1 The Company shall notify promptly the School of any infestation in all areas where the Services are performed.
- 46.2 The School shall engage a suitable and professional provider to address each situation and cover all associated costs.
- 46.3 The Company shall record in writing all such notifications made to the School and co-operate fully with the pest control personnel during treatment.

47. ENVIRONMENTAL HEALTH REPORTS

Any actions arising from a visit by an Environmental Health Officer remains the ultimate responsibility of the School. The Company has clearly identified its duties in the Contract and will fulfil its direct obligations but will in addition assist the School in managing any consequences of such a visit.

48. NOT USED

49. NOT USED

**THE PROVISION OF A CATERING SERVICE FOR
XXXXXXXXXXXX PRIMARY SCHOOL
CONTRACT REF: HCL/XXXX**

DEFINITIONS

“Academic Year”	means a year commencing from 1 st September in one year until 31 st August of the subsequent year.
“Addendum”	means an addendum as pursuant to Schedule 9 which has been agreed and signed by the Parties and Addenda shall be construed accordingly
“Applicable Data Protection Legislation”	means all privacy laws applicable to the personal data which is processed under or in connection with this Contract, including (a) UK GDPR; and (b) Data Protection Act 2018, and all regulations made pursuant to and in relation to such legislation together with all codes of practice and other statutory guidance on the foregoing issued by any relevant Data Protection Authority, all as amended, updated and/or replaced from time to time.
“Approval”	means the written consent of both Parties’ Authorised Representatives. (“Approved” or “Approve” shall be construed accordingly).
“Authorised Representative”	has the meaning given in Clause 8.1.
“Catering Facilities”	means facilities used for the preparation and service of hot and cold food including but not limited to the kitchen and dining areas.
“Commencement Date”	means the date specified in Clause 3.1 of the Contract.
“Company”	has the meaning given in the Form of Agreement.
“Company’s Authorised Representative”	means such person nominated in writing by the Company and approved by the School’s Contract Manager.
“Conditions of Contract”	means this Contract’s terms and conditions and/or any modification duly agreed in accordance with this Contract.
“Confidential Information”	means all information of either Party or any sub-Company relating to its business, affairs, ideas, prices, methods, plans, products, services, trade

	secrets, know-how, personnel, or customers whether disclosed under this Contract or prior to this Contract taking effect, during the tender process or negotiations for this Contract.
“Contract”	has the meaning in Clause 1.
“Data”	means either the Company or the School’s data provided and used for the provision of the Services
“Data Protection Authority”	means any organisation which is responsible for the supervision, promotion and enforcement of the Data Protection Legislation, including the Information Commissioner’s Office (or any joint, like, replacement or successor organisation from time to time).
“Deliverables”	means any output of the Services to be provided by the Company to the School as specified in Schedule 1.
“Dispute Resolution Procedure”	means the procedure set out in Clause 24 of this Contract.
“Equipment”	means the Company’s or the School’s (as the case may be) equipment, plant, materials and such other items supplied and used by the Company in the performance of its obligations under this Contract.
“Form of Agreement”	means the form of agreement executed by the Parties to give legal effect to this Contract.
“Initial Period”	means the period specified in Clause 3.1 of this Contract.
“Intellectual Property Rights”	means patents, inventions, trademarks, service marks logos, design rights (whether registrable or otherwise) applications for any of the foregoing, copyrights, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and to sue for passing off.
“Key Performance Indicators”	means the key performance indicators as defined and set out in Schedule 4.
“Law”	means any applicable Act of Parliament, statutory legislation or secondary legislation which applies to the provision of the Services.
“Month”	means calendar month.

“Notice”	means any formal communication between the Parties as required by the Contract.
“Party”	means a party to this Contract and “Parties” shall be construed accordingly.
“Premises”	means the premises (including the kitchen area) used for the provision of the Services.
“Price”	means the price applicable to the provision of the Services and as set out in Schedule 2 (the Contract Price)
“Replacement Company”	means any third party appointed by the School from time to time to provide any services which are substantially similar to any of the Services, or received in substitution for any of the Services, following the expiry, termination or partial termination of this Contract whether those services are provided by the School internally and/or by any third party.
“Schedules”	means the Schedules attached to this Contract.
“School’s Contract Manager”	means the person appointed as such by the School.
“School Materials”	means all documents, information, items and materials in any form, whether owned by the School or a third party, which are provided by the School to the Company in connection with the Services.
“Services”	means the Services to be provided pursuant to this Contract as specified in Schedule 1.
“Specification”	means the description of the Services to be provided under this Contract and attached as Schedule 1.
“Staff”	means all persons employed by either the Company or the School responsible for the provision and supervision of the Services.
“UK GDPR”	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
“VAT”	means value added tax charged under the Value Added Tax Act 1994 or any similar tax from time to time replacing it or performing a similar fiscal function.
“Variation”	means any change to this Contract agreed between the Parties and evidenced in writing.

“Working Day”

means a day (other than a Saturday or a Sunday) on which banks are opened for domestic business in the City of London.

**THE PROVISION OF A CATERING SERVICE FOR
XXXXXXXXXXXXX PRIMARY SCHOOL
CONTRACT REF: HCL/XXXX**

SCHEDULE 1 – SPECIFICATION

1. OVERVIEW

The Company shall provide a daily meal to the School's pupils (including those eligible for free school meals) and Staff in accordance with the Specification as set out in this Schedule and provide a Repairs and Maintenance of Kitchen equipment service as set out in Schedule 5.

The service offering will cover both the Catering Service and the Repairs and Maintenance of Kitchen equipment as a 'single integral service'. However, the Company has a flexible approach offering additional services at an additional cost, where required, and would welcome the opportunity to discuss the various options with the School.

The Company is committed to providing nutritious meals based on quality foods, at the cost stated in Schedule 2.

2. ADDITIONAL CATERING ARRANGEMENTS

- 2.1.1. The [name of school] will be the production kitchen and will be responsible for producing all the schools meals at [name of dining centre] unless otherwise terminated by agreement of all parties; the production kitchen school, the dining centre school and The Company
- 2.1.2. The transportation of all school meals including clearing up afterwards will be the responsibility of [Name of Dining Centre or The Company??]

3. THE SERVICE AND SERVICE DELIVERY

The offering is designed to meet your catering needs and to provide a daily meal to pupils (both paid and free) and school staff. Optionally by discussion with the school we can offer breakfast, mid-morning break and other services

3.1. Lunch Service

The main element of the Service is the mid-day lunch. The Company offers a range of menu options for this service, using high quality ingredients to produce freshly prepared meals in school kitchens on a daily basis.

The menu option chosen by the School can be changed by mutual agreement at any time. Schools considering changes to their lunchtime arrangements, new builds or other developments are asked to please discuss their plans with their Contract Manager well in advance.

3.1.1. The following is included within the School menu option:

- a. Protein dishes (hot or cold);

- b. Appropriate carbohydrates such as rice, pasta and potatoes;
 - c. Vegetables;
 - d. Fresh salads;
 - e. Dessert;
 - f. Fruits;
 - g. Daily Bread; and Freshly prepared
 - h. Packed Lunch Option (Depending on menu choice)
- 3.1.2. The Company will ensure that the 'end product' meets the standards specified in the Contract, in particular those relating to the nutritional content and the presentation of meals provided.
- 3.1.3. The Company will ensure a standard portion control method is maintained to make sure all customers receive a consistent sized portion and that meals are consistently well presented and appealing to the eye.
- 3.1.4. All menus are compliant with the Government's School Food Standards.
- 3.1.5. The Company will operate a menu cycle which will be seasonal and appropriate throughout the year.
- 3.1.6. A menu variation system is available to allow schools to make agreed changes to the menu which do not compromise the meeting of the Government's School Food standards.
- 3.1.7. Fresh tap water is always available
- 3.1.8. Special diets, medically supported allergy requirements and vegetarian meal requirements will be catered for.
- 3.1.9. For school trips, a packed lunch offer, which is nutritionally compliant, shall be available on a pre-order request basis

3.2. **Other Catering Services**

- 3.2.1. The Company will be happy to explore with your School opportunities to provide other catering services such as breakfast, mid-morning break, and after school clubs. Our standard here is to meet the food based standards for school food (other than lunch).
- 3.2.2. The Company has a Hospitality Catering Team and will be delighted to provide Hospitality and Events catering services for working lunches, Inset Days, Parents Evenings and any other occasion as required.
- 3.2.3. Such additional service or services will be offered at a cost to be agreed in advance between the School and the Company.

3.3. **Times of Service**

The Service will be provided at the times agreed between the Parties and can be varied with agreement of the Parties.

3.4. **Ordering of Meals**

- a. The School has no food ordering system in place currently.
- b. The Company will only charge for Meals taken and will keep records for use in preparing the monthly accounts, which will be available to the School.

3.5. Dining Room Service

The majority of dining areas are self clearing and suitable equipment will be provided for this to be done.

The Company's normal responsibilities will include the following:

- 3.5.1. The Company will provide sufficient resources to complete the lunchtime service within the agreed timescales.
- 3.5.2. On completion of the meal, we will collect the dirty containers and plates, etc., and clean these in the designated 'washing up' area.
- 3.5.3. Maintaining the cleanliness of the dining area after service as follows:
 - a. Sweep the dining room areas to remove food debris and litter, and wipe clean the tables.
 - b. Clean up spillages in the dining room area and clean and mop the servery area.
 - c. The standard service does not include clearing up any food spillages that may occur during service time.
- 3.5.4. The servery laid out in a logical sequence. Ideally in the following order:
 - a. Main protein dishes and carbohydrates
 - b. Vegetables
 - c. Fresh Bread
 - d. Desserts
 - e. Fruit and Yoghurts
- 3.5.5. Copies of the current menu to be displayed at or near the service counter and the Company will retain a copy in its office and ensure that the Headteacher has a copy.
- 3.5.6. Menus will also be made available in a suitable format so they can be displayed on the School's website.
- 3.5.7. All schools have the option of using conventional trays and crockery, or flight trays, at the discretion of the Headteacher.
- 3.5.8. Should the School require a variation to the above Service the Company will be happy to discuss this, including any associated costs, with the School.

4. QUALITY ASSURANCE

- 4.1. The Company is committed to monitoring and evaluating the quality of the school lunch provided using its Quality Assurance system. This ensures that customers will be receiving nutritious and appealing school food that is consistently prepared and served to our high standards of Food Safety and Service Delivery.

- 4.2. The Company will carry out regular audits and monitor performance against Key Performance Indicators (KPIs) to be agreed. The results of these audits will be discussed with the School at the regular meetings.
- 4.3. The Company will provide and maintain operational kitchen management systems at each school, in order to accurately determine popular choices for future menus.
- 4.4. The Company will monitor food wastage with the objective of reducing this where possible.

5. MARKETING AND PROMOTION OF THE SERVICE

- 5.1. Through partnership working and a flexible approach, the Company will seek to promote and develop the catering service to meet the individual needs and ethos of the School.
- 5.2. The Company will work with the School to create an enjoyable social lunchtime experience for all pupils and staff in the dining room.
- 5.3. The Company can facilitate professional expertise and guidance to the School for any future dining room 'make over' programme (i.e. new seating furniture).
- 5.4. The Company will support the School in promoting Healthy Lifestyle messages to pupils and will link in with Curriculum activities wherever practical.

6. STAFF

- 6.1. The Company shall employ sufficient staff to ensure that the specified standard of Services provision is delivered in all respects to the reasonable satisfaction of the School. The Company is committed to cover any staff absenteeism to ensure minimum loss of service.
- 6.2. The Company shall ensure that the day to day production of the meals supplied under this contract are properly and sufficiently supervised to achieve the contract standards required by this Specification.
- 6.3. The Company will undertake induction training of its staff, which includes training in basic food safety procedures and customer care.
- 6.4. The Company's training and development programme seeks to develop its staff practically and professionally.

7. GENETICALLY MODIFIED FOODS

- 7.1. The Company shall ensure that all food has not been produced or processed using any genetically modified organisms. and that all meals do not contain any genetically modified ingredients.
- 7.2. The Company is also required to ensure that the food has not been produced or processed using any Genetically Modified Organisms (GMOs).

All meat products must come from animals which have not been fed genetically modified feedstuffs.

**THE PROVISION OF A CATERING SERVICE FOR
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SCHEDULE 2 – CONTRACT PRICE

1. PRICE PER MEAL

A price per meal for the core lunch (Schedule 1 paragraph 2.1 – Lunch Service) is payable. The charge for each category of meal is shown below and will be reviewed every 1st of April and 1st of September of each year.

For the period 1st September 2026 to 31st August 2027 the charges will be:

Nursery Age Pupil Meals (paid or free)	£2.66 per meal
Primary Infant Pupil Meals (paid or free)	£2.66 per meal
Primary Junior Pupil Meals (paid or free)	£3.10 per meal
Adult Meals (paid or free/duty)	£3.42 per meal + VAT = £4.10

The price for a Middle School will be determined by the School decision on whether a primary or secondary service is offered. Prices charged will be as quoted above and are exclusive of VAT.

The Price for a Special School will be determined by the age of the pupil within each school. Prices charged will be those quoted above.

This Price includes both paid and free Meals. Income from paid Meals will be credited to the School leaving a net charge to the School for the cost of free Meals.

2. MANAGEMENT FEE

The Company will charge an annual management fee.

The baseline annual fee will be £7.50 per pupil on roll – measured September of each year, plus a fixed fee of £1,798.

The management fee is subject to annual increases in line with the rate of inflation or as separately agreed with the school.

3. OTHER FEES

The Parties agree that in exceptional circumstances where the School terminates the Contract during/within the Initial Period other than for material breach which has not been resolved, the Company will be entitled to recover all the Management Fee contained within the pricing model.

4. CASH & ELECTRONIC INCOME COLLECTION

In this arrangement the School will collect all cash and income in relation to the purchase of school meals to their specified bank account.

Once HCL online meal ordering systems are in place HCL will process online parent payments and these will be credited monthly to the School's Bank Account (or other nominated account).

HCL staff will not handle or facilitate cash processing or collection.

5. BILLING

The Company will invoice the School by the 14th calendar day of each calendar month for the actual services provided in the previous calendar month at the appropriate price/prices as set out in 1.1 (Price per meal) above.

Other Catering Services provided to the School will be billed by the 14th calendar day of the following month, at a price to be agreed in advance between the Company and the School as set out in Section 2.2 of the Specification. This will include both "Official Functions" (non-lunchtime services where the School itself meets the cost) and "Other Sales" (non-lunchtime services where parents or others meet the cost e.g. "Morning Break" sales).

6. PAYMENT TERMS

The School shall pay all amounts invoiced by the 14th calendar day of any month by direct debit or by other method as agreed by the Parties on the final calendar day of that month.

7. NUMBER OF MEALS PROVIDED

The number of meals and the value of any non-lunchtime services provided shall be agreed by the Parties at the end of each calendar month.

8. REVISION OF PRICES

Price rises year on year for school meals shall be as stated in Clause 9A of the Contract.

In exceptional situations where either food prices or labour cost have risen by more than the increase as measured by the Retail Price Index, the Company reserves the right to make exceptional increase in the price of a meal for the remainder of that school year. No such argument shall be entertained within the school year for changes in the Labour or Overheads as these are deemed to be in the Company's control.

9. VAT

VAT at the rate applicable from time to time will be added to the charges in accordance with Clause 10 of the terms and conditions of the contract. Such VAT will be recoverable by the School in the normal way.

**THE PROVISION OF A CATERING SERVICE FOR
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SCHEDULE 3 – NOT USED

**THE PROVISION OF A CATERING SERVICE FOR
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SCHEDULE 4 – KEY PERFORMANCE INDICATORS

KEY PERFORMANCE INDICATORS (KPIs)

The Key Performance Indicators (KPIs) will form a fundamental part of the Services. Reports on the monitoring and controls of the KPIs will be made available to the School. Any additional KPIs may be added following discussion with the School.

Areas	Standards	Achieved Yes/No	Comments / Actions
Compliance	Contractual terms adhered to		
	Compliance with all related Government Legislation.		
	Adherence to the Company policies and procedures		
Quality	High quality ingredients used for freshly prepared nutritious dishes, which are both appealing to customers and represent value for money.		
	Food on display represents the published menu		
Complaints	Complaints are to be addressed as follows:		
	i. Initial acknowledgement within 2 days ii. Written response/update within 5 days		

	iii. Complete response with actions within 10 days		
Quantity	Availability meets the potential demand		
	Portions for recipes on the menu are set to meet Government standards		
Timelines	Service deliveries within the agreed period of availability		
	Waiting line at counters is within agreed limits		
Customer Satisfaction	Discuss and encourage participation in satisfactory surveys. Maintain and develop the relationship between the pupil, parent and teacher by carrying out satisfactory surveys.		
Business Development	Termly business and planning meeting with the School to discuss the sales and uptakes. Look at how we can develop the catering services.		
Marketing / promotional activity	Menus and posters are clean, relevant and appropriately displayed		
	Discuss promotional and marketing activities planned for the future.		
Staffing	Provision of staff to provide the required level of service.		
	Respond to any staff cover requirements ensuring every effort is made to minimise loss of service to the School.		

Service Monitoring	Conduct a termly service front of house check.		
	Conduct an annual quality assurance check of the Services provided.		
	Discuss any improvements required.		

Signed Contract Manager _____ Date _____

Signed Headteacher/ Business Manager _____ Date _____

**THE PROVISION OF A CATERING SERVICE FOR
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SCHEDULE 5 – EQUIPMENT & REACTIVE REPAIRS

ELEMENTS INCLUDED IN THE SERVICE

A capped allowance for a reactive repair service for heavy kitchen equipment used for cooking, dishwashing, refrigeration & freezers is included in this Agreement.

The service is made available to schools that enables access via a fully procured range of qualified sub-contractors.

Any reactive repairs to heavy equipment will be capped at £500 total per annum (this will include call out charges).

All equipment that is deemed beyond economical repair or beyond life expectancy will need to be replaced at a cost to the school or through separate negotiation with the Company.

The service is provided on the basis of the following:

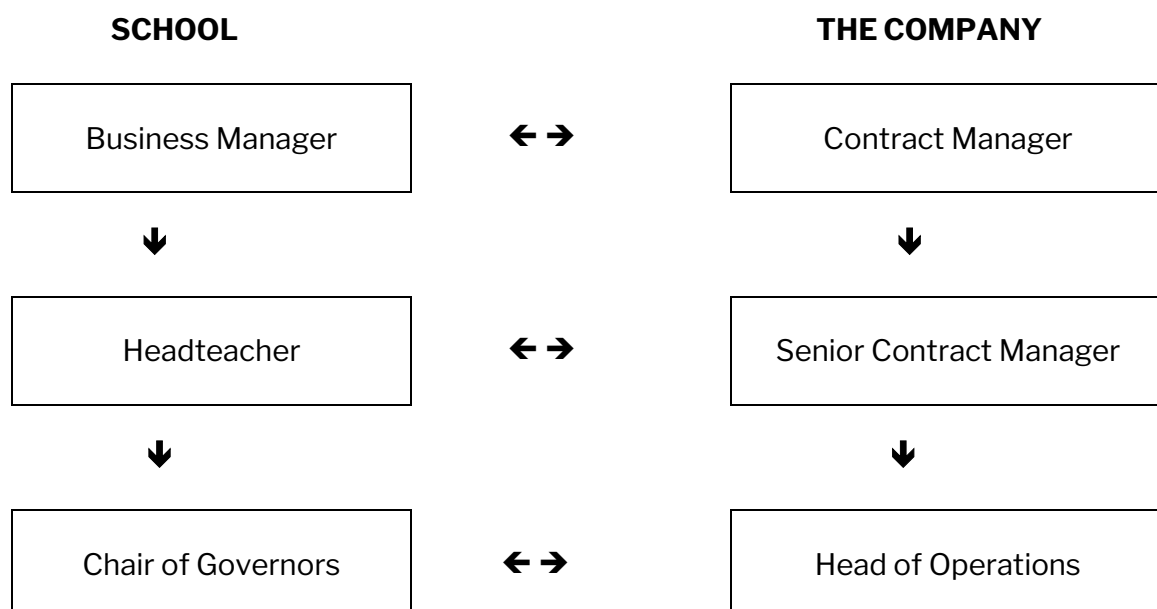
- The School will make access available to repair contractors on presentation of appropriate ID
- Refusal to allow access to the kitchen for engineers may result in the school being charged for the call-out
- Any subsequent damage consequently from the non-repair of equipment will be a school responsibility
- The Chef Manager will inform the school office each time that an engineer has been called to make a repair

**THE PROVISION OF A CATERING SERVICE FOR
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SCHEDULE 6 – ESCALATION PROCEDURE

The Company is happy to agree a local escalation procedure with the School. Given below is a proposed model, which can be adapted to suit individual school needs.

Complaints and disputes will be resolved as early as possible but not later than [thirty (30)] Working Days by the relevant officers at each level. In the event that they are not able to resolve the problem in a mutually acceptable manner, the dispute will be escalated. Both Parties shall observe the following escalation scheme for the handling of complaints and disputes:



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SCHEDULE 7 – NOT USED

**THE PROVISION OF A CATERING SERVICE FOR
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SCHEDULE 8 - ALLERGIES/SPECIAL DIETS

1. OVERVIEW

Section 100 of the Children and Families Act 2014 (“2014 Act”) places a duty on the governing body of the School to make arrangements for supporting pupils at their school with medical conditions. The 2014 Act also imposes an obligation for the School to follow statutory guidance issued by the Department of Education (“DfE”).

In addition, children with medical conditions or requiring a special diet for religious/cultural reasons may be considered as having “protected characteristics” for the purposes of the Equality Act 2010 and further duties will be imposed upon the School to make reasonable adjustments to reflect medical, dietary and cultural needs.

By entering into this Contract the School does not absolve any of its requirements under the 2014 Act, Equality Act 2010 or any amendments thereof or any other legislation in the UK, liability for such does not pass to the Company under this Contract.

2. RESPONSIBILITIES OF EACH PARTY

The responsibilities of each party are as follows:

2.1. The School

The School is required to maintain up to date policies and procedures with regards to requests from parents for a special diet for their child, so that they are handled efficiently and appropriately. This is not the responsibility of the Company.

It is the School’s responsibility to make parents aware that they are required to provide the information and medical evidence regarding their child’s needs with regards allergies and special diets. The School should then pass this information onto the Company so that a meal can be provided taking into account the medical and other needs of the child. In addition, the School should ensure that the information remains accurate and up to date, through regular reminders to parents throughout the period of the Contract.

It remains the School’s responsibility (not the Company’s) to ensure that information on the child is provided and to deal with any emergency situations (for example, but not limited to, a child arrives at the School with no completed forms with regards allergies/special diets).

The School must ensure that all pupils have been placed on the applicable database and those details are provided to the Company (whether the child has any form of allergy or not). If a pupil arrives for a meal and they are not on the database and require a special diet, the Company will require the School to make an urgent decision and contact the parents – that responsibility sits with the School and not

the Company with regard to a final decision over what that pupil is fed (depending on whether the School can contact the parent or not). The Company will require a written confirmation from the School regarding the decision made.

2.2. The Company

The Company will place reliance on the information provided by the School and ensure that the meals provided meet those requirements. It is therefore essential that information provided by the School is accurate and it is not the responsibility of the Company to have to chase this information.

The Company has allergy/special diet policies and procedures in place to ensure the correct food is provided and labelled for those pupils with allergies including the handling and serving of the said food, which the School should consider, but this does not absolve the School from the responsibility to ensure that the data provided to the Company is correct.

While the Company may provide online facilities to enable the collation of information on pupils with allergies directly from the parents, which the School can sign post parents to, it is important for the School to understand that this is purely a simple way to collect the data from parents; the Company does not accept responsibility for failures by the School to i) inform them of known pupil allergies and ii) ensure that parents complete the required paperwork (whether online, in paper form or with an interpreter). Those responsibilities remain with the School.

The School indemnifies the Company in accordance with Clause 19.5 of the Contract against any liability that arises to the Company due to the Schools non-compliance with this Clause 2.2.

3. COMPLEX SPECIAL DIETS

In most circumstances, it should not be necessary for parents/carers to provide additional food to deliver a meal to meet their child's needs. However, in complex cases, the Company will accept dry goods to aid delivery of an appropriate menu.

The health and safety of the child is always paramount to the Company. Hence, the Company will not accept, or be compelled to make use of any high risk ingredients from a third party that requires any form of temperature control under any circumstances so as not to put the health of the child at risk.

**THE PROVISION OF A CATERING SERVICE FOR
XXXXXXXXXXXXX PRIMARY SCHOOL
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SCHEDULE 9 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

PARTICULARS OF PROCESSING:

1. SCOPE

To facilitate the provision of Services by the Company to the School. The parties shall comply with any further written instructions with respect to processing and any such further instructions shall be incorporated into this Schedule.

2. NATURE AND PURPOSE

Such processing as is necessary to enable the Company to comply with obligations under contract to include any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose of the agreement is as set out in Schedules 1.

3. DURATION

For the duration of this Contract and for such period as may be required post-termination of this Contract either for retention purposes in order for the Company to fulfil its obligations under this Contract or its obligations under the Law.

4. TYPES OF PERSONAL DATA

- Name
- Address
- Date of Birth
- Telephone Number
- Email Address
- Images
- Health Information

5. CATEGORIES OF DATA SUBJECT

- Parents and Carers
- Children under the age of 18, including students and pupils

Child Information

Contact information, medical evidence, allergy information and pictures of the child

- First Name
- Last Name
- Date of Birth
- School

- Year group or class name

Parent Information

- Title (e.g., Mr., Mrs., Miss., Ms)
- First Name
- Last Name
- Email Address
- Phone Number
- Mobile Phone Number
- Address Line 1
- Address Line 2
- Town / City
- County / Region/ Postcode

6. PLAN FOR RETRUN AND DESTRUCTION OF THE DATA

Unless otherwise agreed in writing all personal data is to be destroyed or returned at the end of the contract.

THE PROVISION OF A CATERING SERVICE FOR
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SCHEDULE 10 - EXAMPLE OF VARIATION ADDENDUM

Where the Parties wish to add to, change, supplement or vary the Specification or the Agreement, the Parties shall agree an addendum using the form of addendum set out in this Schedule 9.

Any such Addendum shall form part of and be supplemental to this Contract which shall be read and construed together with any such Addendum.

ADDENDUM to this Contract (the Addendum)

Name of School XXXXXXXXXXXX School
Date of Agreement 1st 2nd 3rd 30th April 2024
Name of Service Catering

This Agreement: dated 1st 2nd 3rd 30th April 2024 (Commencement Date) MADE BETWEEN **the Company** AND **the School**

1. Defined terms used in this Addendum shall have the meanings given to them in the Contract unless otherwise defined in this Addendum.

2. The Parties have agreed the variations/amendments or changes to the [Specification] [Contract] as set out in the Annex to this Addendum.]

The Parties have agreed to replace the Specification with the specification set out in the Annex.

The Parties have agreed the arrangements relating to the Services as set out in the Annex.

3. The Parties agree that this Addendum forms part of and is supplemental to the Contract.

4. The Contract shall be read and construed together with this Addendum.

5. The provisions of this Addendum shall take effect from and including [**date**]. [The Commencement Date and Expiry Date are not amended by this Addendum.]

On behalf of the School

On behalf of The Company

Printed:

Printed:

Signed:

Signed:

Position:

Position:

Date:.....

Date:

**THE PROVISION OF A CATERING SERVICE FOR
XXXXXXXXXXXXX PRIMARY SCHOOL
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SCHEDULE 11 – TUPE

1. TUPE on entry

1.1 In this Schedule 11 the following definitions apply:

Effective Date: has the same meaning as Commencement Date.

Employees: those employees whose contract of employment transfer to the Company from the School as at the Effective Date, being those employees who are listed in paragraph 2 of this Schedule 11.

Employee Liability Information: in respect of each of the Employees:

- (a) the identity and age of the Employee;
- (b) those particulars of employment that an employer is obliged to give the Employee under section 1 of the Employment Rights Act 1996;
- (c) information about any disciplinary action taken against the Employee and any grievances raised by the Employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes or any other applicable code or statutory procedure applied, within the previous two years;
- (d) information about any court or tribunal case, claim or action either brought by the Employee against the School within the previous two years or where the School has reasonable grounds to believe that such action may be brought against the Company arising out of the Employee's employment with the School; and
- (e) information about any collective agreement which will have effect after the Effective Date in relation to the Employee pursuant to regulation 5(a) of the Employment Regulations.

Employment Regulations: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

1.2 The School and the Company believe that, pursuant to the Employment Regulations, at the Effective Date, the Company will become the employer of the Employees.

1.3 The School represents, warrants and undertakes to the Company that:

- (a) no persons are employed or engaged in the provision of the Services other than the Employees;
- (b) none of the Employees have given or received notice terminating their employment or will be entitled to give notice as a result of the provisions of this Contract;
- (c) full particulars of the terms of employment of all the Employees (including all remuneration, incentives, bonuses, expenses and other payments and benefits whatsoever payable other than the pension benefits of any Employees) are set out in paragraph 2 of this Schedule 11;
- (d) there is not in existence any contract of employment with governors or employees of the School (or any contract for services with any individual) relating to the Services which cannot be terminated by three months' notice or less without giving rise to the making of a payment in lieu of notice or a claim for damages or compensation (other than a statutory redundancy payment or statutory compensation for unfair dismissal);
- (e) in relation to each of the Employees (and so far as relevant to each of its former employees who were employed or engaged in the provision of the Services) the School has:
 - (i) complied with all obligations imposed on it by Articles of the Treaty on the Functioning of the European Union, European Commission Regulations and Directives and all statutes, regulations and codes of conduct relevant to the relations between it and its employees or it and any recognised trade union or appropriate representatives;
 - (ii) maintained adequate and suitable records regarding the service of each of its employees;
 - (iii) calculated and paid all holiday pay for periods of holiday taken under regulation 13 of the Working Time Regulations 1998 (SI 1998/1833) in accordance with the Directive 2003/88/EC of the European Parliament and of the Council of 4 November 2003 concerning certain aspects of the organisation of working time;
 - (iv) complied with all collective agreements and customs and practices for the time being dealing with such relations or the

conditions of service of its employees; and

- (v) complied with all relevant orders and awards made under any statute affecting their conditions of service;
- (f) the School has not been involved in any industrial or trade disputes in the last three years and to the best of the School's knowledge, information and belief there are no circumstances which may result in any industrial dispute involving any of the Employees and none of the provisions of this Contract including the identity of the Company is likely to lead to any industrial dispute;
- (g) there is not outstanding any agreement or arrangement to which the School is party in relation to the Employees for profit sharing or for payment to any of the Employees of bonuses or for incentive payments or other similar matters;
- (h) the School has not entered into any recognition agreement with a trade union in relation to the Employees nor has it done any act which may be construed as recognition;
- (i) the School has complied with all recommendations made by the Advisory Conciliation and Arbitration Service in relation to the Employees and with all awards and declarations made by the Central Arbitration Committee in relation to the Employees;
- (j) there is no agreement, arrangement, scheme or obligation (whether legal or moral) for the payment of any pensions, allowances, lump sums or other like benefits on redundancy, on retirement or on death or during periods of sickness or disablement for the benefit of any of the Employees or former employees employed or engaged in the provision of the Services or for the benefit of dependants of such persons;
- (k) no amounts due to or in respect of any of the Employees (including PAYE and National Insurance and pension contributions) are in arrears or unpaid;
- (l) no monies or benefits other than in respect of contractual emoluments are payable to any of the Employees and there is not at present a claim, occurrence or state of affairs which may hereafter give rise to a claim against the School, arising out of the employment or termination of employment of any of the Employees for compensation for loss of office or employment or otherwise and whether under contract or any statute or regulations or otherwise;

- (m) the School has provided the Employee Liability Information to the Company regarding each of the Employees either in writing or by making it available to the Company in a readily accessible form;
- (n) the Employee Liability Information contains information as at a specified date not more than 14 days before the date on which the information was provided to the Company;
- (o) the School has notified the Company in writing of any change in the Employee Liability Information since the date on which it was provided; and
- (p) the Employee Liability Information was provided not less than 28 days before the Effective Date.
- (q) the School has agreed to, and co-operated with, pre-transfer consultation by the transferee in accordance with Part IV of TULRCA, if required.

1.4 The School shall indemnify the Company in full for and against all claims, costs, expenses or liabilities whatsoever and howsoever arising incurred or suffered by the Company including all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- (a) the termination by the School of the employment of any of the Employees;
- (b) anything done or omitted to be done in respect of any of the Employees which is deemed to have been done by the Company by virtue of the Employment Regulations; and
- (c) any claim made at any time by any employee of the School other than the Employees who claim to have become an employee of or have rights against the Company by virtue of the Employment Regulations (Claims);

provided that such costs, claims, expenses and liabilities are not payable as a result of any act or omission of the Company.

1.5 The Company shall procure that its employees, agents and successors in title shall promptly:

- (a) take such action in connection with the Claims as the School shall from time to time reasonably request;

- (b) provide free of charge all such assistance and information as the School may reasonably request relating to the Claims to enable the Claims to be pursued;
- (c) subject to any restriction imposed by law, provide the School, its legal and other advisers with access to all documents, records or other information held by the Company relating to the Claims;
- (d) provide the School and/or its professional advisers and experts with access from time to time to such members of staff as may be necessary to assist the School with the preparation of its cases in relation to the Claims;
- (e) permit and require such employees as the School and/or its professional advisers may reasonably request to meet with the School and/or its legal advisers in normal working hours to prepare witness statements for trial, attend meetings with Counsel or experts and/or to attend any court hearing or trial in connection with the Claims for so long and as frequently as the School and/or its legal or other professional advisers may reasonably require;
- (f) provide such other assistance as the School may reasonably request in order to ensure the due and timely prosecution of the Claims;
- (g) resist in connection with the Claims any request for documents, information, access to relevant premises or to employees of the business by any third party without first informing the School and obtaining its agreement to any approval of the request; and
- (h) preserve and not waive legal professional privilege or any other privilege attaching to any of the documents or other information relating to the Claims in their possession without first obtaining the School's consent to such waiver, such consent not to be unreasonably withheld.

1.6 All salaries and other emoluments including holiday pay, taxation and National Insurance contributions and contributions to retirement benefit schemes relating to the Employees shall be borne by the School up to and including the Effective Date and by the Company with effect from the Effective Date.

1.7 The Company shall indemnify the School in full for and against all claims, costs expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the School including all legal expenses and other professional fees (together with any VAT thereon) in relation to:

- (a) any failure by the Company to comply with its obligations pursuant to the Employment Regulations; and
- (b) anything done or omitted to be done by the Company in respect of any of the Employees whether before or after the Effective Date.

List of Employees

Employee name	Benefit



T 01707 938625

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