

FAT PEACH LIMITED

Terms and Conditions

1. General

- In respect of Craft Services to be provided by Fat Peach Ltd, the following Terms and Conditions apply to all contracts for the supply of Services and Goods by the Supplier to the Client and shall prevail over any other documentation or communication by the Client.
- Any variation to these Terms and Conditions shall be inapplicable unless agreed in writing by the Supplier.
- Nothing in these Terms and Conditions shall prejudice any condition or warranty, express or implied, or any legal remedy to which the Supplier may be entitled in relation to the Services, by virtue of any statute law or regulation.
- Nothing in these Terms and Conditions shall affect the Client's statutory rights as a consumer.

2. Definitions

In this document the following words shall have the following meanings: -

- 2.1 CLIENT means any individual, partnership, limited company, charity or organisation that from time to time purchases Services and Goods from the Supplier.
- 2.2 SUPPLIER means Fat Peach Limited, Hammer and Harp Farm, Wapseys Lane, Hedgerley Green, Bucks SL2 3XJ.
- 2.3 "Fat Peach", "We", "Us", "Our", shall mean Fat Peach Limited contracted to provide Goods and Services under this Agreement.
- 2.4 SERVICES mean the Services specified in the proposal.
- 2.5 GOODS shall mean all Goods supplied in the course of this Agreement.
- 2.6 PROPOSAL means a statement of work, quotation or other similar document describing the Services and Goods to be supplied by the Supplier.
- 2.7 The CONTRACT shall mean instructions, confirmed in writing or electronic format, issued and signed by the Client or an authorised person on behalf of the Client.
- 2.8 FEES shall mean all charges and expenses that will be invoiced by the Supplier to the Client for the Services and Goods provided.
- 2.9 TERMS AND CONDITIONS means the terms and conditions of supply set out in this document and any special terms and conditions agreed in writing by the Supplier.
- 2.10 AGREEMENT shall mean these agreed Terms and Conditions for the provision of Services and the supply of Goods.
- 2.11 Unless the context otherwise admits words importing one gender shall include all other genders and words importing the singular shall include the plural and vice versa.
- 2.12 Reference to any statutory provisions in this Agreement shall include any statutory provisions, which amends or replaces it.

3. Proposal

- 3.1 The Proposal given separately or attached to these Terms and Conditions will remain valid for a period of 30 days.
- 3.2 The Proposal must be accepted by the Client completely and without modification.
- 3.3 Acknowledgment and acceptance of this Proposal is made by the Client placing an Order within the period specified in paragraph 3.1 above, at which time the Client will be bound by these Terms and Conditions. Such contract is hereinafter referred to in these Terms and Conditions as "an Order".
- 3.4 An Order is only accepted once Fat Peach confirms acceptance to the Client in writing.
- 3.5 We reserve the right to refuse any Order.

4. Goods and Services

- 4.1 The Goods and Services provided by us to the Client are those detailed in this Agreement or any separate document provided by us to the Client.
- 4.2 If the Client wishes to vary any of the Goods and Services provided our prior written consent must be obtained. We must be informed in writing within 7 days of acceptance of the Order of any changes, alterations, reductions or cancellations.
- 4.3 We reserve the right to make additional charges for any agreed written variation.
- 4.4 Any descriptions, promotional material, or menus provided by third parties or us are for illustrative purposes only and to give an outline of what will be provided unless agreed in writing between the parties.
- 4.5 In order to maintain the highest standards we may have to source alternative Goods and Services from alternative suppliers.

5. Fees

- 5.1 The fees charged for the Goods and Services is exclusive of Value Added Tax (VAT) and such other charges that may apply.
- 5.2 If the rate of VAT changes between the date of the Order and the date of delivery and/or completion we will apply the revised statutory rate of value added tax applicable to the Goods and Services provided at the time of invoicing.
- 5.3 If the cost to us of the Goods and Services increases at the request of the client or for any other reason outside of our control between the date of the Order and the date of delivery and/or completion we will notify the Client of this and reserve the right to charge additional fees to cover such increased costs. Where possible we will attempt to ameliorate any such cost increases by sourcing or procuring less expensive alternative supplies of Goods or Services whilst maintaining our high standards.

6. Payment of Fees

- 6.1 Due upon receipt of invoice.

7. Our Obligations

- 7.1 We will carry out all Work in accordance with the Proposal and subsequent Order.
- 7.2 Where required to maintain appropriate service-levels we reserve the right to employ additional staff, and where necessary purchase additional Goods & Services. We will inform the Client in writing prior to incurring any such additional expense.
- 7.3 We may where necessary sub-contract parts of the Work to suitably qualified sub-contractors. We will inform the Client in writing prior to appointing any subcontractor. Such written notice to the Client will provide full details of the proposed sub-contractor.
- 7.4 We will comply with all relevant health and safety regulations, including (but not limited to) site safety and personal safety of employees, contractors and visitors.
- 7.5 We will at all times hold appropriate and valid insurance, including public liability insurance.
- 7.6 We shall ensure that all Work is carried out with reasonable care and skill and to a reasonable standard.

8. Location Access & Site

- 8.1 The Client will ensure that we have access to any location in good time to allow us to set up and prepare. Where necessary the Client will provide us with the direct contact details of any key holder and/or security to ensure easy location access at any time of day or night.
- 8.2 Where required to access a location the Client will provide us with all necessary security passes or accreditation in advance.
- 8.3 The Client should ensure that the location has suitable level ground with adequate drainage and adequate space for mobile kitchens and catering preparation.

9. Location Services

- 9.1 The Client will provide all suitable location facilities to allow us to quickly and efficiently set up and operate. This should include all necessary utilities - electricity, lighting, heating, cooling, fresh water, ice, toilet facilities, grey water collection and disposal, waste collection and disposal.
- 9.2 The Client will also provide and maintain all electricity, power supplies and other services to ensure ongoing operations.

10. Spoil & Damage

- 10.1 Where any failure to provide proper location facilities or services results in food or drink spoiling, we will charge for the loss of such and replacement with suitable alternatives supplies.

11. Food Allergies & Dietary Requirements

- 11.1 Any food allergies or dietary requirements should be notified to us as soon as possible so that we can make suitable and appropriate changes or additions to our menus.
- 11.2 The preparation and supply of wheat-free, vegetarian or vegan snacks, meals and drinks may incur additional expense, which will be charged separately.
- 11.3 Any potentially life-threatening allergies (including, but not limited to) nut allergies should be notified to us prior to any proposal so that we can discuss the provision of suitable measures and separate catering facilities to accommodate any allergies.

12. Confidentiality

- As established professionals, we are aware of the unique challenges and pressures of location shoots. We will at all times be both discrete and professional.

13. Limitation of Liability

- 13.1 Nothing in these Terms and Conditions shall exclude or limit the liability of Fat Peach for death or personal injury.
- 13.2 Fat Peach undertakes to maintain Public Liability Insurance limited to £10,000,000 for each and every occurrence.
- 13.3 Fat Peach will maintain Employer's Liability Insurance cover of £5,000,000.
- 13.4 We shall not be liable for any direct loss or damage suffered by the Client howsoever caused, as a result of any delay in the work carried out, negligence, breach of contract, misrepresentation or otherwise in excess of the price of the Services.
- 13.3 Fat Peach shall not under any circumstances be liable for any indirect or consequential loss howsoever caused whether by negligence, breach of contract, misrepresentation or otherwise.
- 13.4 Fat Peach or our insurers shall not be liable or investigate any claim for loss unless the Client provides written notice within 7 working days of the occurrence and gives our insurer or us every facility to investigate such occurrence.

14. Indemnities

- 14.1 Fat Peach undertakes to indemnify and hold the Client harmless against all claims, proceedings, costs, expenses, damages and fines arising from our negligent performance, breach or failure to perform our obligations under these Terms and Conditions.
- 14.2 The Client will indemnify Fat Peach against all claims, costs, damages or fines Fat Peach may incur arising from the Client's breach of their obligations under these Terms and Conditions.

15. Complaints

- We aim to provide a high level of service. If the Client has an enquiry or complaint regarding the general service or specific Goods and Services provided by us, the relevant parties within Fat Peach should be contacted immediately.

16. Cancellation

- 16.1 The Client may cancel the Order by giving Fat Peach written notice of cancellation within 14 days of the Order having been made.
- 16.2 Following cancellation we reserve the right to make a reasonable charge for the cost incurred by us of any perishable and wasted items in respect of the Order.

17. Termination

- 17.1 Either party may terminate this Agreement immediately in the event that:
 - 17.1.1 Either party commits a serious, grave or material breach or persistent breaches of this Agreement including non-performance, default or neglect of their duties, responsibilities and obligations under this Agreement, and
 - 17.1.2 Such breach remains unremedied for a period of 30 days from written notice given by the other party specifying the breach and requiring it is remedied.
- 17.2 Furthermore this Agreement may be terminated in the event that:
 - a) Either party is unable to pay or has no reasonable prospects of paying their debts the amount or aggregate amount of which equals or exceeds the bankruptcy level within the meaning of the Insolvency Act 1986, or
 - b) Being a company becomes subject to an administration order or goes into liquidation, (other than for the purpose of amalgamation or reconstruction), or
 - c) Has a receiver appointed to administer any of their property or assets, or
 - d) Ceases or threatens to cease to carry on business, or
 - e) Either party makes any voluntary agreement or enters into a compromise for the benefit of their creditors, or
 - f) The Client fails to make payment in accordance with the terms of this Agreement.
- 17.3 Any termination of this Agreement shall be without prejudice to any rights accrued in favour of either party in respect of any breach committed prior to the date of (or giving rise to) such termination and to those provisions of this Agreement which are by their construction intended to survive such termination.

18. Notices

- 18.1 Any notice given by either of the parties under this Agreement shall be served on the other party and addressed to that party's signatory by email, personal delivery, pre-paid recorded delivery, first-class post, or fax to the receiving party.
- 18.2 Any such notice shall be deemed to be effectively served as follows:
 - 18.2.1 In the case of service by pre-paid recorded delivery or first-class post 48 hours after posting.
 - 18.2.2 In the case of service by email, or fax on the next working day.

19. Force Majeure

- Neither party shall be liable for delay or failure to perform any obligation under this Agreement if the delay or failure is caused by any circumstances beyond their reasonable control, including but not limited to Acts of God, war, civil disorder or industrial disputes. If such delay or failure continues for a period of at least Sixty (60) days, the party not subject to the force majeure shall be entitled to terminate this Agreement by written notice to the other.

20. Waiver

- Failure by either party to enforce any accrued rights under this Agreement is not to be taken as or deemed to be a waiver of those rights unless the waiving party acknowledges the waiver in writing.

21. Assignment

- Neither party may assign their rights under this Agreement without the prior consent in writing of the other party.

22. Severance

- The paragraphs, sub-paragraphs and clauses of this Agreement shall be read and construed independently of each other. Should any part of this Agreement or paragraphs, sub-paragraphs or clauses be found invalid, it shall not affect the remaining paragraphs, sub-paragraphs and clauses.

23. Joint Venture or Partnership

- Nothing in this Agreement shall be construed as creating a partnership, joint venture or an agency relationship between the parties and neither party shall have the authority or power to bind the other party or to contract in the name of or create a liability against the other party.

24. Entire Agreement

- This Agreement sets out the entire agreement and understanding of the parties and is in substitution of any previous written or oral agreement between the parties.

25. Jurisdiction

- These terms and conditions shall be construed in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.