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Registered Company Number: 9921311



# THE GRUB CLUB SERVICES AGREEMENT

## AGREE TERMS

### 1. INTERPRETATION

#### 1.1 Definitions:

**Background IPRs:** all Intellectual Property Rights that are owned by or licensed to the Grub Club and which are or have been developed independently of this Contract in each case either subsisting in the Deliverables, excluding any Customer Materials incorporated in them.

**Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services by the Grub Club, as set out in the Contract Details.

**Conditions:** these terms and conditions set out in Clause 1 (Interpretation) to Clause 9 (General) (inclusive).

**Contract:** the contract between the Customer and the Grub Club for the supply of the Services in accordance with the Contract Details[, the Mandatory Policies], these Conditions and any Schedules.

**Control:** shall be as defined in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Customer Materials:** all materials, equipment and tools, and data supplied by the Customer to the Grub Club.

**Course Participants:** the children and their parents or guardians eligible to attend the cookery courses provided as part of the Services.

**Data Controller:** has the meaning set out in section 1(1) of the Data Protection Act 1998.



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**Data Subject:** an individual who is the subject of Personal Data.

**Deliverables:** all documents, products and materials developed by the Grub Club or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation recipe books, data, and reports.

**Equipment:** the equipment required for the supply of the Services.

**Equipment Charge:** the total charges for the provision of the Equipment required by the Customer for the supply of the Services as selected by the Customer in the Equipment Order Form set out in Schedule 3.

**Equipment Order Form:** an order form in the form set out in Schedule 3, sent by the Customer to the Grub Club, requesting the supply of Equipment.

**Foreground IPRs:** all Intellectual Property Rights in the Deliverables, other than Background IPRs.

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Regulated Activity:** as defined in Safeguarding Vulnerable Groups Act 2006.

**Regulated Activity Provider:** as defined in Safeguarding Vulnerable Groups Act 2006.

**Services:** the services, including without limitation any Deliverables, to be provided by the Grub Club pursuant to the Contract, as described in Schedule 1.

**Services Start Date:** the day on which the Grub Club is to start provision of the Services, as set out in the Contract Details.

**Personal Data:** has the meaning set out in section 1(1) of the Data Protection Act 1998 and 2018 and relates only to personal data, or any part of such personal data, in respect of which the Customer and the Grub Club are both Data Controllers and in relation to which the Grub Club is providing the Services under this Contract.

**Processing and process:** have the meaning set out in section 1(1) of the Data Protection Act 1998.

## 1.2 Interpretation:

(a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.



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(b) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(c) A reference to **writing** or **written** includes fax and email.

## 2. COMMENCEMENT AND TERM

The Contract shall commence on the date when it has been signed by both parties and shall continue, unless terminated earlier in accordance with its terms, until the Grub Club has provided the Services.

## 3. SUPPLY OF SERVICES

3.1 The Grub Club shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.

3.2 In supplying the Services, the Grub Club shall:

(a) perform the Services with reasonable care and skill;

(b) use reasonable endeavours to perform the Services in accordance with the service description set out in Schedule 1;

(c) reschedule the supply of the Services where performance of its obligations under the Contract is prevented or delayed by any act or omission of the Grub Club, its agents, volunteers, subcontractors, or employees;

(d) observe all reasonable health and safety rules and regulations and security requirements that apply at any of the Customer's premises and have been communicated to the Grub Club, provided that the Grub Club shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract; and

(e) take reasonable care of all Customer Materials in its possession and make them available for collection by the Customer on reasonable notice and request, always provided that the Grub Club may destroy the Customer Materials if the Customer fails to collect the Customer Materials within a reasonable period after termination of the Contract.

## 5. CUSTOMER'S OBLIGATIONS

5.1 The Customer shall:

(a) co-operate with the Grub Club in all matters relating to the Services, including but not limited to, arranging and attending a meeting with the Grub Club to discuss the provision of the Services one month prior to the Services Start Date;



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- (b) provide, for the Grub Club, its agents, volunteers, subcontractors, and employees, in a timely manner and at no charge, access to the Customer's premises, kitchen accommodation and other facilities as reasonably required by the Grub Club or any of them;
- (c) provide, in a timely manner, such information as the Grub Club may reasonably require, and ensure that it is accurate and complete in all material respects;
- (d) ensure that the Customer's facilities and kitchen accommodation is adequately stocked with Equipment or has submitted an Equipment Order Form to the Grub Club (as applicable);
- (e) be solely responsible for identifying Course Participants to attend the after-school cookery courses provided as part of the Services; and
- (f) advertise the Services to the Course Participants.

**5.2** If the Grub Club's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Grub Club shall:

- (a) subject to paragraphs (b), (c) and (d) below, use reasonable endeavours to reschedule the supply of the Services;
- (b) not be liable for any costs, charges or losses sustained or incurred by the Customer that arise directly or indirectly from such prevention or delay;
- (c) be entitled to payment of the Charges despite any such prevention or delay; and
- (d) be entitled to recover any additional costs, charges or losses the Grub Club sustains or incurs that arise directly or indirectly from such prevention or delay.

## **6. SAFEGUARDING CHILDREN**

**6.1** The parties acknowledge that the Grub Club is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this Contract and for the purposes of the Safeguarding Vulnerable Groups Act 2006.

**6.2** The Grub Club shall:

- (a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service;
- (b) monitor the level and validity of the checks under this Clause 6.2 for each member of staff;
- (c) not employ or use the services of any person who is barred from, or whose



previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to the children.

**6.3** The Grub Club warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by the Grub Club in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

**6.4** The Grub Club shall immediately notify the Customer of any information that it reasonably requests to enable it to be satisfied that the obligations of this Clause 6 have been met.

**6.5** The Grub Club shall refer information about any person carrying out the Services to the Disclosure and Barring Service where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the children.

## **7. DATA PROTECTION**

**7.1** The Customer warrants to the Grub Club that:

(a) it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments and shall not put the Grub Club in breach of all applicable laws, enactments, regulations, orders, standards and other similar instruments;

(b) the Grub Club is permitted to use the Personal Data for the provision of the Services;

(c) it shall inform the Data Subjects and/or their parents or guardians by way of a privacy notice and ensure that such privacy notices are clear and provide sufficient information to the Data Subjects and/or their parents or guardians for them to understand:

- (i) what of their or their child's Personal Data the Customer is sharing with the Grub Club;
- (ii) the circumstances in which it will be shared;
- (iii) the purposes for the data sharing; and
- (iv) the identity of the Grub Club.

(d) it shall ensure all Data Subjects and/or their parents or guardians have given their explicit written consent to the transfer of their Personal Data by the Customer to the Grub Club and to the processing of their Personal Data by the Grub Club for the provision of the Services.

**7.3** The Grub Club warrants to the Customer that it will process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments.



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## 9. CHARGES AND PAYMENT

9.1 In consideration for the provision of the Services [and Equipment (if applicable)], the Customer shall pay the Grub Club the Charges in accordance with this Clause 9.

9.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Grub Club at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.

9.3 The Grub Club shall submit invoices for the Charges plus VAT (if applicable) to the Customer prior to the beginning of the service.

9.4 The Customer shall pay each invoice due and submitted to it by the Grub Club, within 30 days of receipt, in accordance with the payment instructions set out in the relevant invoice.

9.5 If the Customer fails to make any payment due to the Grub Club under the Contract by the due date for payment, then, without limiting the Grub Club's remedies under Clause 11 (Termination):

(a) the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

(b) the Grub Club may suspend all Services until payment has been made in full.

9.6 All amounts due under the Contract from the Customer to the Grub Club shall be paid by in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 10. LIMITATION OF LIABILITY

10.1 Nothing in the Contract shall limit or exclude either party's liability for any liability which cannot be limited or excluded by applicable law.

10.2 Subject to Clause 10.1, the Grub Club shall be subject to the financial limits set out in this Clause:

(a) the liability for any loss of or damage to the tangible property of the Customer resulting from any act, omission, negligence by the Grub Club shall in no event exceed £100,000; and

(b) the liability arising under or in connection with the Contract (other than liability for loss of or damage to tangible property) shall in no event exceed 100 per cent (%) of] the sums paid or payable by the Customer under the Contract.

10.3 Subject to Clause 10.1, the Grub Club shall not be liable to the Customer, whether in





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contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with the Contract for any indirect, special or consequential loss or damage.

**10.4** Subject to Clause 10.1, the Customer shall be subject to the financial limits set out in this Clause:

(a) the liability for any loss of or damage to the tangible property of the Grub Club resulting from any act, omission, negligence by the Customer shall in no event exceed £100,000 and

(b) the liability arising under or in connection with the Contract (other than liability for loss of or damage to tangible property) shall in no event exceed 100 per cent (%) of the sums [paid and payable] by the Customer under the Contract.

**10.5** The conditions implied by sections 3, 4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

## **11. TERMINATION**

**11.1** Without affecting any other right or remedy available to it, either party to the Contract may terminate it with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of [14] days after being notified in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business and/or operations; or

(d) the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

**11.2** Without affecting any other right or remedy available to it and notwithstanding Clause 11.1(a), the Grub Club may terminate the Contract with immediate effect by giving written notice to the Customer if :

(a) the Customer fails to pay any amount due under the Contract on the due date for payment; or

(b) in the provision of the Services and in Grub Club's reasonable opinion, the safety of Grub Clubs' agents, volunteers, subcontractors, and/or employees is put at risk.



### 11.3 On termination of the Contract for whatever reason:

(a) the Customer shall immediately pay to the Grub Club all of the Grub Club's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, the Grub Club may submit an invoice, which shall be payable immediately on receipt;

(b) any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect; and

(c) termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

## 12. GENERAL

12.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control.

12.2 Neither party can assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the prior written consent of the other party.

### 12.3

(a) Neither party shall disclose to any person any confidential information concerning the Course Participants, business, affairs, customers, clients or suppliers of the other party, except where its employees, volunteers, representatives, subcontractors or advisers need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, volunteers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 12.3 and as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

(b) Neither party shall use any other party's confidential information for any purpose other than to perform its obligations under the Contract.

### 12.4

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on and shall have no remedies in respect of any statement, representation, assurance or





warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

**12.5** No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

**12.6** A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

**12.7** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

**12.8**

(a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:

(i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

(ii) sent by email to the address specified in the Contract Details.

(b) Any notice or other communication shall be deemed to have been received:

(i) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

(ii) if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; or

(c) if sent by email, on the next Business Day after transmission.

This clause shall not apply to the service of any proceedings or other documents in any legal action.

**12.9** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**12.10** Any dispute or claim (including non-contractual disputes) arising out of or in



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connection with the Contract shall be governed by and construed in accordance English law and shall be subject to the exclusive jurisdiction of the English Courts.



## SCHEDULE 1: SERVICES

The Grub Club nourishes the potential of the most disadvantaged and vulnerable groups through their tummies. Grub Clubbers (our participants) develop vital life skills for both inside and outside of the kitchen as well as the knowledge they need to make the right food choices to support them to thrive and the confidence to embed their learning into everyday life having positive long term impact on their health and quality of life.

Our qualified professionals deliver a 6 week fully practical cooking programme underpinned by a wealth of nutritional knowledge and community participation in a safe and stimulating environment to ensure long term impact of our programme. Approximately ten Grub Clubbers engage in six two-hour practical cooking workshops. During each two hour workshop the Grub Clubbers will prepare and cook from scratch a large healthy and nutritious meal that they then take home to share with their families. They do this throughout the programme with progressively more complex dishes, all the while developing their cooking skills and nutritional knowledge as well as confidence in the kitchen. Our Grub Clubbers work collaboratively to prepare the dishes and learn lifelong skills while developing communication and team-work skills. The Grub Clubbers are heavily involved in choosing the recipes to ensure maximum engagement in the sessions. There is a celebration ceremony at the end of each programme where all Grub Clubbers, their families and the staff involved are invited to celebrate their achievements and taste some of their delicious creations. Our Grub Clubbers who excel during the programme are invited back to engage in the following cohort's programmes as volunteer sous chefs, continuing to develop their skills and building on their confidence inside and out of the kitchen.

### **On-boarding and sign-up**

- The Grub Club can provide a taster session for school children (optional)
- The Grub Club can attend parents/information evenings (optional)
- The Grub Club Workshop Facilitator and/or Programme Director will attend an onsite meeting with key staff (food technology teacher/food technician) to familiarise with the kitchen, understand specific requirements of the customer with regard to using facilities and equipment (eg where rubbish goes, gas supply, clean down procedure, storing of sharp/dangerous objects).
- This meeting could be immediately prior to delivery of the first session, or could be at a specific meeting in advance of the programme starting.

### **Equipment and deliverables supplied by The Grub Club**

- Pantry staples and weekly ingredients for meals (delivery needs to be taken by school each week and perishables put in fridge)
- Lunchboxes (one per family)
- Recipe handouts x2 per week
- Recipe folders
- Name badges



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- Register
- Survey/questionnaires

**Each programme session comprises:**

- Set-up\*, session opening\*, registration
- Any specific teaching of new skills (for example weeks one and two incorporate health and safety training and knife skills)
- Meal tutorial and guidance through the cooking process supporting each family to cook 5-6 portions of the week's dish
- Data collection - surveys and assessment
- Close and clean down\*

**Over the course of the programme The Grub Club also:**

- Sends a reminder text to families prior to the first week of the programme and will make contact again if a participant misses a week unexpectedly.
- Collects and securely stores the family's permission forms including permission for photography
- Collects baseline data via an initial survey and conducts an end of programme survey with participants
- Takes photographs of sessions and participants (with regard to those who do not wish to have their picture taken)
- Reviews programme delivery regularly with the Workshop Facilitator
- Provides mid-programme feedback to the customer
- Prepares and organises the end of programme celebration session
- Prepares and provides an impact report to the customer after completion of the programme
- Collects feedback from families 2 months after the programme

Please note services are subject to change.