



A. General Terms and Conditions of Business

1. OWNERSHIP

provision Catering Europe Limited shall retain ownership of the copyright and all other industrial and intellectual property rights concerning CAP AWARD technology, systems, audit assessment tools and products

In accordance with prevailing intellectual property legislation, the Client shall acquire the right to use the CAP AWARD products and / or documents, data, information, or advice resulting from the Services rendered in line with the stated terms i.e. implementation correspondences once the amounts due for the Services have been fully paid to provision Catering Europe Limited

For the purposes of adequately delivering services, CAP AWARD and provision Catering Europe Limited shall be entitled to use, develop or share with each other knowledge, experience and skills of general application gained through performing the Services

CAP AWARD technology, any hardware, property, or software owned by provision Catering Europe Limited shall remain the property of the same and the Client shall not have any right over this property

The name and logo 'CAP AWARD' are distinctive signs exclusively owned by provision Catering Europe Limited and are protected by the applicable legislation. Thus, the Client undertakes to not use the 'CAP AWARD' name or logo in the course of trade without prior written consent from CAP AWARD and provision Catering Europe Limited



is a division of provision Catering Europe Ltd. Heron's Reach, Back Lane, East Langton, Leicestershire LE16 7TB
Telephone: 01858 540200 E-Mail: hq@capaward.co.uk

Registered Office: The Old Bakehouse, Course Road, Ascot, Berkshire SL5 7HL Registered No. 3613459



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2. INVOICING AND PAYMENT OF FEES

CAP AWARD and provision Catering Europe Limited shall issue and send invoices to the Client for the CAP AWARD fees as published and as incurred in the course of the Services in accordance with the terms and conditions established in the implementation correspondences i.e. CAP AWARD brochure and letters. The fees do not include applicable taxes and shall be invoiced including, when applicable, corresponding taxes in accordance with current applicable regulations

The client shall settle the invoices issued by CAP AWARD and provision Catering Europe Limited according to the terms and conditions established in the implementation correspondences and if the same have not been established, within 30 days of the date of issue of the invoice.

The payment shall be made via bank transfer to provision Catering Europe Limited bank account which is detailed in the invoice

In case of default on the invoices issued by CAP AWARD and provision Catering Europe Limited within the period established and without prejudice of the rights granted by Law, CAP AWARD and provision Catering Europe Limited could according to its own criterion: (i) cease from rendering further Services until the Client has paid the outstanding invoices, or (ii) rescind the CAP AWARD programme / Contract / Agreement or any extension previously granted by CAP AWARD and provision Catering Europe Limited. In case, CAP AWARD and provision Catering Europe Limited could also claim losses and damages incurred from the Client and submit the Products resulting from the Services rendered to the Client as evidence of the work performed in any legal claims.



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If the Contract / Agreement is terminated or suspended prior to completion of the Services i.e. including but not exclusive to the assessment visit, CAP AWARD Report, 12 month e-mail support, CAP AWARD and provision Catering Europe Limited shall be entitled to the full payment as in accordance with the terms and conditions established in the implementation correspondences i.e. CAP AWARD brochure and letters

When the implementation correspondences i.e. CAP AWARD brochure and letters stipulates more than one recipient (Client or Other Beneficiaries) of the Services, all recipients shall be individually responsibility for the payments of these amounts and CAP AWARD and provision Catering Europe Limited could claim, indistinctly, against all recipients or any of them in order to reclaim the full payment of the Fees and Expenses incurred

3. LIMITATION ON CAP AWARD, provision Catering Europe Limited

CAP AWARD at provision Catering Europe Limited shall be liable to the Client and Other Beneficiaries in proportion to the part which could be attributed to CAP Award and provision Catering Europe Limited, for any claim for direct losses, damages (including but not limited to sales, turnover, opportunity, goodwill, reputation, etc), costs and expenses suffered by the client or Other Beneficiaries as a direct result of CAP Award and provision Catering Europe Limited non-compliance or improper fulfilment of the Contract up to a maximum of TWO TIMES the Services fees payable by the Client and Other beneficiaries to CAP AWARD and provision Catering Europe Limited in accordance with the terms of the Contract except in the case of fraud, misconduct, gross negligence or any other deliberate non-compliance with obligations by CAP AWARD and provision Catering Europe Limited in which case the above mentioned limit shall not apply.



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Under no circumstances shall CAP AWARD and provision Catering Europe Limited or CAP AWARD and provision Catering Europe Limited personnel be liable for any damages, costs, expenses for losses of opportunities or profits or for indirect damages, expenses or losses suffered by the Client or Other Beneficiaries arising from or in connection with the Services (including but not limited to any advice or recommendations provided), regardless of the cause of the loss or damage, except in the cases of gross negligence, fraud, misconduct or any other deliberate non-compliance with obligations by CAP AWARD and provision Catering Europe Limited personnel

Without prejudice to the provisions of clause 1 – Limitations on CAP AWARD, CAP AWARD and provision Catering Europe Limited will not be responsible for the results of the decisions taken by the Client and Other Beneficiaries based on the Services rendered. In this regard, if any third party, including not limited to, the personnel, clients or suppliers of the Client and Other Beneficiaries files any sort of claim against CAP AWARD and provision Catering Europe Limited personnel, the Client and Other Beneficiaries shall hold CAP AWARD and provision Catering Europe Limited personnel harmless in respect of such claim, except when this is based on the misconduct, fraud, gross negligence or any other deliberate non-compliance with obligations by CAP AWARD and provision Catering Europe Limited personnel

Under no circumstances shall CAP AWARD and provision Catering Europe Limited be liable for damages, losses, costs, expenses or damages of any claim which may originate from fraudulent or illegal acts or omissions made by the Client or Other Beneficiaries, or from the non-veracity of the information which any of these may have provided or the failure to disclose information which should have been made known to CAP AWARD and provision Catering Europe Limited in respect of the Services described in the Contract

The Client and Other Beneficiaries shall compensate CAP AWARD and provision Catering Europe Limited for the losses, costs, expenses or damages of any claim which could be filed against CAP AWARD and provision Catering Europe Limited as a result of the Client and Other Beneficiaries disclosing, partially or totally, the content of Products, or documents, data or information resulting from the Services.



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4. CLIENT RESPONSIBILITIES

The Client shall be solely responsible for:

- a) The management, conduct and operation of its business and affairs
- b) Deciding the extent to which it relies on advice, recommendations, products delivered or any other services provided by CAP AWARD and **provision** Catering Europe Limited in decision making and the results of implementing such advice
- c) The achievement or realisation of any benefits directly or indirectly related to the Services which require implementation by the Client

To enable CAP AWARD and **provision** Catering Europe Limited to perform the Services, the Client shall supply promptly all information and assistance, including without limitation placing at CAP AWARD and **provision** Catering Europe Limited's disposal the necessary means and access, in the due time and manner, to the Client's equipment, particulars, information and personnel and shall duly inform CAP AWARD and **provision** Catering Europe Limited of any information which could affect the Services

In the cases in which CAP AWARD and **provision** Catering Europe Limited carries out, either totally or partially, its Services in the Client's premises, the latter undertakes to provide the appropriate work area for CAP AWARD and **provision** Catering Europe Limited personnel to perform the services, as well as to provide the information required according to the prevailing safety at the workplace legislation



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In the cases in which CAP AWARD and provision Catering Europe Limited uses the Client's material, equipment, computer systems or telecommunications network, the Client will provide or perform all the accesses, security requirements, virus scans, installations, licenses or consents which may be deemed necessary and, all of these, without any costs to CAP AWARD and provision Catering Europe Limited. Likewise, in these cases, the correct functioning of such equipment, systems and networks, as well as the consequences that could affect the performance of the Services as a result of deficiencies, absence and failure of its equipment, systems and networks, will be the Client's exclusive responsibility. The Client guarantees that the usage of such means by CAP AWARD and provision Catering Europe Limited does not constitute a violation of any kind of intellectual or industrial property rights vis-à-vis a third party.

The Client shall be responsible for its employees and agents' compliance with the above mentioned obligations and for the accuracy of the data and the information provided to CAP AWARD and provision Catering Europe Limited for the performance of the Services.

The Client should assign personnel with the relevant qualifications, internal knowledge of the activity and the objectives of the Project, authority to take decisions and approve results as they are obtained, and availability to collaborate in the performance of the work described in the Services. In the event any significant changes are made to the team assigned by the Client, the possible impact on terms and work content and the repercussions on other agreements contained in the implementation Letter, Contract or any additional document which defines agreements between the parties should be discussed with CAP AWARD and provision Catering Europe Limited

In the event of the cancellation of the Services by the Client, the following percentages will be charged based on receipt of the notification (by registered or recorded delivery mail or by e-mail) – Within 5 working days 50% of quoted fees, between 6 and 10 working days 25%, between 11 and 20 working days 10% and more than 20 working days 0%



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5. TERMINATION OF THE CONTRACT / AGREEMENT

Either party may at any time by written notice terminate the Agreement without liability for compensation or damages if

- a) There is a change of ownership of the Client premises, change of Client and / or change of key Client personnel
- b) The other fails to comply with any of its obligations under this agreement or any agreement supplemental to it and the failure (if capable of being remedied) remains un-remedied for 28 days after being called to its attention by written notice from the party not in default
- c) The other purports to assign the burden or benefits or charge the benefits of the Agreement
- d) The other convenes a meeting of its creditors or suffers a petition to be presented or a meeting to be convened or other action to be taken with a view to its liquidation except (with the written approval of the other) for the purposes of and followed by amalgamation or reconstruction
- e) The Client is unable to pay his debts as they fall due or is made bankrupt
- f) A receiver or administrative receiver is appointed of any of the other's or the respective parties sub-contract's property

6. LAW AND JURISDICTION AND MEDIATION

This Agreement shall be governed by and constructed in accordance with English Law and the parties hereto submit to the exclusive jurisdiction of the English Court in respect of any dispute or matter arising out of or connected with this Agreement. Notwithstanding the jurisdiction of the English Court the parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this agreement promptly through negotiations between the parties or the respective Senior Executives of the parties who have authority to settle the same. If the matter is not resolved through negotiations, the parties will attempt in good faith to resolve the dispute or claim through an Alternative Dispute Resolution (ADR) procedure recommended to the parties by the Centre for Dispute Resolution



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Third Party Rights for the purposes of the Contract (Rights of Third Parties) Act 1999 and (notwithstanding any other provision of the Agreement) this is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions

Complaints must be addressed in writing to the CAP Award Appeals, c/o **provision** Europe Ltd, Heron's Reach, Back Lane, East Langton, Leicestershire, UK, LE6 7TB within 14 days of the event



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7. APPEAL FORM

This is a form for lodging an appeal against the decision of the CAP assessment and Award/s. Please note that a client for whom a debt is outstanding will not be permitted to appeal until their status as a debtor has been revoked.

This form is intended to help a client making an appeal to set out the grounds of their appeal clearly, and according to the terms of the CAP Award Policy and Procedure. It is essential that the form is completed in conjunction with the written procedure in the CAP Award Programme literature.

While it is helpful to have your case explained succinctly, the use of additional pages or a separate letter is not precluded.

Dr / Mrs / Ms / Mr / other	Forename (s)
Family Name / Surname:	
Client Job Position:	
Client Site:	



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Contact Address: <i>(Where correspondence related to the appeal should be sent)</i>	
Post code:	
Contact telephone number(s) including mobile:	
Email Address:	
CAP Award: Catering / Housekeeping / Laundry / Grounds / Front of House (Reception)	Date:

If any contact details change during the appeal you MUST inform the CAP Award Appeals.



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Section 1 - Grounds for appeal

Please consider carefully the grounds on which you wish to appeal and indicate as appropriate.

1. That parts of the documented assessment procedure were not applied and that this procedural irregularity which has disadvantaged the site was significant enough to have materially affected the decision/recommendation made, rendering it unsound.	Please tick (if applicable)
2. That there was an error in calculating or recording marks on which the original decision was made.	Please tick (if applicable)
3. Manifestly unreasonable : that the decision making body took a decision which no reasonable person would find comprehensible. You must provide substantive argument as to why this is the case.	Please tick (if applicable)
4. That there was evidence of prejudice or bias on the part of one or more of the CAP Assessors.	Please tick (if applicable)



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Section 2 – Reason for the Appeal

Please indicate as appropriate the reason for your appeal

1. Appeal against the conditions imposed on progression to the next stage of the CAP Programme. This includes appeals against a requirement to take reassessments.	Please tick (if applicable)
2. Appeal against a decision that a site cannot progress to the next stage of the programme (i.e. their current CAP programme is terminated). This includes sites not allowed to progress on their current progression due to factors brought into play by another site discipline (and so their registration with the CAP Award is not terminated). They are not thereby denied the right to appeal.	Please tick (if applicable)
3. Appeal against a classification decision. This appeal is against the level awarded (i.e. Bronze, Silver, Gold)	Please tick (if applicable)
4. Appeal against a decision not to award at least at Bronze i.e. below CAP Award criteria. This relates to decisions made at the end of the assessment visit and includes appeals against decisions not to award at least at the Bronze CAP level	Please tick (if applicable)



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Section 3 – CAP Award Judgement

Please give full details of the circumstances relevant to the ground(s) of the appeal. Please make sure you give dates, and full details of all assessments affected:

Please continue on a separate sheet if required.



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Section 4 - What outcome are you seeking in making this appeal.

Please give details below.

Section 5 - Supporting documentation

Please list the documentation attached to support your appeal.



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Section 6 – Signature

Signature	
Date	

IMPORTANT:

The appeal must be signed and dated and returned to:

CAP Award Appeals, c/o provision Europe Ltd, Heron's Reach, Back Lane, East Langton, Leicestershire, UK, LE6 7TB no later than two weeks after the date of the letter sent to you confirming the decision against which you are appealing.



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