

# General terms and conditions for 'contract catering' for Veneca members

## Article 1. Definition

In these conditions, the following terms have the meanings referred to:

- *Veneca*; Vereniging Nederlandse Cateringorganisaties, (Association of Dutch Catering Organisations), the sector association of and for contract catering companies.
- *Contract catering*; providing, on the basis of a continuing performance contract, the catering services for companies, government or institutions.
- *Client*; any natural person or legal entity that commissions the contractor to perform contract catering activities.
- *Contractor*; any natural person or legal entity that is a member of Veneca and that has declared, in accordance with Article 2, that these general terms and conditions apply to the agreements to be concluded or that have been concluded, which pertain to contract catering.
- *Offering party*; any natural person or legal entity that submits a quotation for contract catering.
- *Services or package of services*: a description of the services to be provided by the contractor. This shall include, for example, insofar as applicable and depending on the type of contract, a description of the following aspects:
  - an indication of the relevant level of the catering provisions;
  - the nature and size of the product range to be supplied;
  - the pricing policy, the qualitative and quantitative information;
  - location, days and times of the deliveries;
  - staff provided
  - administration for the provision of services;
  - level and method of calculating rates and/or costs.
- *CAO*: collective bargaining agreement for the contract catering sector.

## Article 2. Applicability and notification

- 2.1. These terms and conditions apply to all quotations, orders and/or agreements for the performance of contract catering and/or the management of contract catering by the offering party and/or contractor that are respectively submitted to or concluded with (potential) clients, insofar as these terms and conditions have been made known to them and declared, in writing, to be applicable to communication by the offering party or contractor. These terms and conditions form, therefore, an inextricable part of the individual quotations and/or agreements.
- 2.2. Unless otherwise agreed to entirely or in part, and in writing, the terms and conditions declared to be applicable in Article 2.a. shall consequently be considered to have been accepted by the client. Conditions of purchase or other general conditions maintained by the client shall therefore, without the explicit written acknowledgement of the contractor, either in their entirety or in part, never apply to the quotations and/or agreements referred to here.

## Article 3. Quotations

- 3.1. All quotations in any form whatever are entirely free of obligation.
- 3.2. If, contrary to 3.1 the quotation is binding on the contractor, then this shall never be longer than 45 days from the date on which the quotation is issued by the contractor.
- 3.3. The offering party shall have at least 24 calendar days to submit a quotation.

## Article 4. Conclusion and interim changes of agreements

- 4.1. *Provision of information*  
All information required to draw up a suitable quotation is to be issued complete and correct by the client to (potential) contractor(s).
- 4.2. *Conclusion of the agreement*  
The contents of the agreement are considered to be laid down in full and as the only document in the order confirmation by the contractor. If the client submits an order on the basis of a quotation of the contractor and the contractor has made no order confirmation, then the contents of the agreement shall be considered to be contained fully in the quotation and the order. The agreement is considered to be concluded at the moment that the order confirmation is posted, if and in so far as the client does not indicate in writing that he does not accept such within 14 working days after the post date.
- 4.3. *Changes to the agreement*  
Additions and/or changes to the order confirmation and/or quotation are only binding on the parties if these have been laid down by the parties in writing in the form of appendices.
- 4.4. *Additions and changes to the agreement due to a change in circumstances*

If, due to structural expansion, reduction or change of the services or circumstances at the client's or due to any other cause, the agreement, including the prescribed activities, has to be added to or changed, this shall only occur after agreement has been reached between the parties. The date on which the changes take effect shall be laid down in writing and must be announced at least 90 calendar days prior to the date of inclusion of the change(s).

- 4.5. If changes in the law occur, or the interpretation of law changes considerably so as to effect a change in the concluded agreement, then any adverse aspects thereof shall not be borne at the risk of the contractor.

## Article 5. Subcontracting

- 5.1. The contractor can have the agreement carried out fully or in part by third parties only after the client has given written permission to do so. In as far as possible, the contractor shall take the wishes of the client into consideration.
- 5.2. Permission shall not be withheld from the contractor without well-founded, reasons substantiated in writing.
- 5.3. This permission is not required for one-time activities. Concerning the latter, the client shall each time be informed in advance.

## Article 6. Execution of the agreement

### 6.1. Provisions applicable to the contractor

- 6.1.1. The services shall be performed in accordance with the package of services agreed to. The contractor shall ensure that the progress of the services is not interrupted by illness, holidays and other reasons for absence of the contractor's personnel concerned or personnel operating under his management.
- 6.1.2. The contractor shall determine the choice of suppliers. In the event of change of suppliers at the request of the client, the contractor shall be entitled to charge the client any purchase price differences and other costs resulting from this change of choice. The client shall indemnify the contractor for all damage caused by this/these supplier(s) or its/their products and/or goods.
- 6.1.3. The contractor has the right, during the term of the agreement, to charge on to the client the costs of price increase factors related to a number of aspects, including labour costs, social charges, costs of ingredients, general management costs. Taxes levied on the personnel services and/or products, materials or resources shall be adjusted from the moment of the change.
- 6.1.4. The contractor is responsible for keeping the kitchen, counter, tables, chairs clean as well as the equipment that is inextricably linked with catering, everything as far as it is used within the catering facilities and where accessible without moving appliances and within all the limits set by legislation and regulations.
- 6.1.5. The contractor is responsible for enforcing the smoking ban in respect of the catering staff employed by the client and the contractor in those rooms that have been designated for use by catering staff only (kitchens, office, stores, etc.).

### 6.2. Provisions applicable to the client

- 6.2.1. The client shall make available to the contractor, free of charge, the space, the fixtures and fittings, equipment, fixed and moveable inventory, power, water, sewer system, telecommunications and copying facilities and the use of postal facilities. All of this in as far as it, in the reasonable judgement of the contractor, is necessary for the good management of the services agreed to. The contractor undertakes to manage these facilities to the best of his ability. The client shall also make available to the contractor, free of charge, the use of the working conditions (ARBO) facilities, including operating assistance and first-aid facilities, as further stipulated in the relevant agreement.
- 6.2.2. The client shall ensure that the facilities referred to in Article 6.2.1 always meet all legal requirements and shall not refuse to honour a reasonable request from the contractor or the inspection authorities for the maintenance and/or replacement thereof. The client shall bear responsibility for the financial consequences of any shortcomings.
- 6.2.3. The client shall be ultimately responsible for for the fixture, fittings and equipment made available by the client to the contractor. For eventual liabilities based on the law regarding the client because of shortcomings to fixture, fittings and equipment, recourse can be taken against the contractor.
- 6.2.4. As owner of the waste, the client is responsible for preparing the waste for removal in accordance with legal regulations. The client can, in consultation, make additional agreements within the

## General terms and conditions for 'contract catering' for Veneca members

framework of sustainability, with due regard for the local regulations.

- 6.2.5. The client shall ensure that the raw materials, semi-manufactured products and end products to be used for the provision of services can be delivered in a normal rolling container to the service areas and shall take the necessary measures for this.
- 6.2.6. Taxes, BUMA/SENA rights and fees, as well as the costs of telecommunications, power and water consumption, sewerage and waste processing, for the benefit of the services referred to in Article 6. shall be at the expense of the client and, as necessary, shall be set off at the end of the period on the basis of actual costs.
- 6.2.7. If and in as far as the client, in the case of a so-called open-book agreement, wishes to inspect the books of the contractor relating to the agreement, the latter shall give an external registered accountant the opportunity to do so in consultation with the accountant of the contractor, only after an explicit and reasonable request.
- 6.2.8. All cleaning activities above 1.80 metres, as well as the cleaning of floors, walls, exhaust hoods, ceilings, light fittings and windows in the space shall be done and paid for by the client, as well as the so-called - periodic- 'deep cleaning'.
- 6.2.9. If the nature of the agreement and related activities demand such, the client is obliged to fulfil the requirements relating to, and cooperate with the acquisition by the contractor of the necessary permits within the framework of the Licensing and Catering Act [Drank- en horecawet] for the serving of alcoholic drinks, or other permits on behalf of the operation or execution of the services by the contractor.
- 6.2.10. The client is responsible for encouraging cooperation as referred to in Article 19 of the Working Conditions Act [Arbeidsomstandighedenwet] and, in that framework, coordinates, for example, the drawing up of a joint plan relating to safety, health and welfare as referred to in the Working Conditions Act.
- 6.2.11. As owner of the equipment placed at the disposal of the contractor, the client is responsible for its reliability and proper functioning within the legal requirements. As soon as it becomes aware of departures from the legal requirements the contractor shall notify the client accordingly so that the problem can be solved. The problem must be rectified within a reasonable period of time, but no later than 20 calendar days after notification. If the client fails to comply within the agreed period, the contractor shall be entitled to have the problems rectified at the client's expense or suspend the work that is impeded by this or that cannot be done within the legal requirements.

### Article 7. Quality

- 7.1. The quality and nutritional value of the raw materials and the meals, the variation in and composition of the menus, the preparation and making ready for distribution of the meals, the responsibility for washing up, the removal of rubbish from the kitchen and general hygiene should at all times meet the legal regulations as stipulated, among other places, in the Hygiene code for contract and in-flight catering. In addition, for the environmental aspects, insofar as they are applicable to catering, all obligations shall be observed.
- 7.2. The contractor is certified on the basis of the Contract Catering Certification Scheme ('Cercat'). Cercat links up with NEN-EN-ISO 9001 – the current version as accepted by the Dutch Accreditation Council. The Risk Assessment and Evaluation is part of the certification scheme as is the Hygiene Code.

### Article 8. Payment

- 8.1. An invoice sent to a client must be paid within 30 calendar days after the date on the invoice. The client is not permitted to apply deductions or discounts to his payment obligations.
- 8.2. After concluding the agreement, the contractor shall charge an advance payment. The advance payment shall amount to a minimum of 2/12 of the estimated annual costs of monthly invoicing or a minimum of 2/13 of periodic invoicing. Settlement of the advance payment shall take place either at the end of the financial year or after the expiry of the contract, unless otherwise agreed, at the discretion of the contractor.
- 8.3. If in an individual situation it is decided not to charge an advance payment, an interest invoice shall take its place. To this end the contractor shall send the client an invoice following termination.
- 8.4. On the payment that is not made on time, the contractor shall charge interest, from the expiry of the payment period until the day on which the amount due is received.

- 8.5. If payment has to be effected by third parties, collection costs shall be at the expense of the client. The collection costs are set at 15% of the amount to be collected with a minimum charge of € 500.
- 8.6. At the client's request the contractor shall submit a payment behaviour declaration issued by the Tax and Customs Administration that proves that the contractor has paid, on time and in full, his turnover tax, wage tax, national insurance premiums and/or employee insurance premiums.

### Article 9. Liability

- 9.1. The contractor is liable for damage caused by his personnel. This liability is, however, limited to the amount for which the contractor is insured with due regard for the provisions in paragraph 2 and insofar as the contractor's insurer has recognised this liability by virtue of a relevant policy.
- 9.2. The contractor declares that he is sufficiently insured and shall continue to be sufficiently insured against liability as referred to in these general terms and conditions, the agreement and accompanying documents, whereby the cover shall be proportional to the value of the commission per calendar year and whereby:
  - In the case of a commission value of less than € 200,000, the cover shall not exceed € 1,000,000 per calendar year;
  - In the case of a commission value of more than € 200,000, but less than € 500,000 the cover shall not exceed € 1,500,000 per calendar year;
  - In the case of a commission value of € 500,000 or more, the cover shall not exceed € 3,000,000 per calendar year;
- 9.3. The contractor undertakes to submit to the client, at the client's request, a proof of sufficient insurance cover.
- 9.4. The contractor shall never be liable for any indirectly suffered loss or any immaterial damage (such as production loss, loss of income or profit, the increasing of general costs and planning disruptions) on the part of the client or third parties engaged by the client, whether contractually or otherwise.
- 9.5. The client indemnifies the contractor from any claims of third parties. The contractor shall not be liable for damage caused by staff in the employment of the client or by third parties.
- 9.6. The liability in the event of loss of (a) key(s) or key card(s) of the client is limited to the costs of replacing the key(s) or key card(s) and/or replacing the related locks. The contractor's liability is, in all instances, limited to a maximum of € 5,000 per occurrence or series of related occurrences and per calendar year.

### Article 10. Personnel and maintaining employment

- 10.1. The personnel employed by the contractor to work at the client's organisation are subject to the relevant CAO for contract catering and shall be paid accordingly. The contractor undertakes vis-a-vis the client to behave in accordance with the provisions regarding employment in the case of contract change in the CAO. The contractor shall therefore, both on conclusion of the agreement with the client as well as on the termination thereof – in so far as this relates to a contract change – consult with the other catering organisation involved, with due regard for the provisions of the CAO. In order to maintain as much employment as possible and to implement the CAO, the acquiring contractor is obliged to take on the catering personnel in accordance with the provisions in the CAO.
- 10.2. The client is aware that the catering personnel of the contractor is not permitted, without the written permission of the contractor, to enter the employment of the client or in any other way to be called in directly or indirectly to perform activities of any nature, paid or unpaid, for the benefit of the client during the term of the employment contract and for six months after the end thereof or be directly or indirectly engaged in any other way to perform activities of any kind, whether paid or unpaid, on behalf of the client. If, without permission or without further agreement, the client enters into an employment relationship or other type of relationship in the aforementioned sense with the employee referred to, then the contractor is entitled to a fine, payable on demand and not open to mitigation, to be paid by the client in the amount of 500 euros per employee per day or part of day.
- 10.3. The contractor shall ensure that his personnel conduct themselves on site in accordance with the – reasonably set – rules of the client. The contractor and his personnel are required to observe confidentiality with respect to all service-related matters of a confidential nature that they gain knowledge of in the buildings of the client.

## General terms and conditions for 'contract catering' for Veneca members

- 10.4. The contractor shall appoint a project manager who, in first instance, shall maintain contact regarding the daily progress and execution of the agreement with a contact person to be appointed by the client, if possible.
- 10.5. Unless otherwise agreed, the personnel are employed by and work therefore under the supervision and responsibility of the contractor. The client is required to provide safe working conditions as referred to in Article 7:658 of the Civil Code and the Working Conditions Act.

### Article 11. Attributable Shortcoming

- 11.1. The client shall check the quality of the activities to be performed as soon as possible.
- 11.2. If the client is of the opinion that the performance of the services deviates to a significant degree from the agreed package of services or if the client establishes, on the basis of the quality system agreed to, that the result of the services remains below the level agreed to in advance, then the client shall notify the contractor of this immediately in writing.
- 11.3. The written notification referred to under paragraph a. shall contain a description with date, place and specification of the deviation(s) and/or shortcoming(s).
- 11.4. The contractor has the right, after the notification referred to in 11.2, to restore or to perform again that which should be restored or performed again as soon as possible. The contractor is not obliged to accept any far-reaching liability nor, in particular, the payment of compensation.
- 11.5. If the client is guilty of non-payment or late payment, or of the non-fulfilment or late fulfilment of other obligations, the contractor can suspend or dissolve the agreement, without judicial intervention, with due observance of 25 calendar days working days provided the shortcoming justifies the suspension and/or dissolution.. A shortcoming on the part of the caterer is subject to the statutory requirements (including being placed in default).

### Article 12. Non-attributable shortcoming or force majeure

- 12.1. If delivery or performance of work cannot take place entirely or partially on the part of one of the parties due to force majeure, this does not grant the right to dissolution or the reduction of the total price or damage compensation.
- 12.2. If force majeure lasts longer than 90 calendar days, the parties shall make subsequent agreements concerning the (further) performance of the agreement.

### Article 13. Retention of title

- 13.1. The contractor shall, at all times, retain ownership of the goods purchased within the framework of the agreement and goods present at the location which have not explicitly been transferred in ownership to the client.
- 13.2. In the event of seizure by third parties, of bankruptcy of the client, the contractor may remove all goods not (fully) paid for - including interest and/or costs - or goods which have otherwise been transferred in ownership to the client.

### Article 14. Intellectual property

Insofar as the contractor uses formulas, software or other intellectual property rights it has developed for the execution of the agreement and on behalf of the services it is to provide in relation to (the results of) the services, all rights shall be vested in the contractor.

### Article 15. Termination through Notice of Cancellation

- 15.1. An agreement shall be concluded for a minimum of two (2) years and shall be tacitly renewed for an indefinite period of time.
- 15.2. Each of the parties can cancel the agreement at the end of the first contract period by sending a registered letter to the other party with due regard for a period of notice of six (6) months.
- 15.3. If the agreement is continued for an indefinite period of time, a period of notice of six (6) months shall apply.
- 15.4. A notice of cancellation must have been received by the other party by no later than the first day of a calendar month.

### Article 16. Corporate Social Responsibility

- 16.1. The contractor's sustainability policy comprises five pillars: people, welfare, sustainable purchasing, the environment and society. The client aims, at all times, to ensure sustainability and correct fulfilment of agreements in the covenants concluded by the sector association or any other obligations agreed with partners. Sustainable business results from cooperation between client, contractor and supplier. The achievements are in line with the sustainability goals which the client and contractor draw up and may be measurable.
- 16.2. The contractor's health policy is compiled in cooperation with the client for the appropriate locations in order to encourage the contractor's employees to eat a healthy diet.
- 16.3. The contractor has signed the independent Responsible Market Behaviour Code [Verantwoordelijk Marktgedrag] and acts accordingly. The client may be asked to sign the Code as well.

### Article 17. Arbitration rules

- 17.1. All disputes shall be brought before the competent court in the place in which the contractor's company is established, unless he chooses another place.
- 17.2. All quotations and/or agreements are subject to Dutch law.

### Article 16. Validity

These terms and conditions are valid in the relationship between the contractor and the client, unless the parties agree to deviate (partially) from this.

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