



Competition and Markets Authority  
Tŷ William Morgan, 6-7  
Central Square  
Cardiff  
CF10 1EP

(the “Client”)

[22.08.24]

**Letter of Agreement: Provision of catering, hospitality and event services for [Grand Gallery Dining] at [National Museum of Scotland] on [8th May 2025] (the “Event”)**

Dear Client,

We are delighted you have chosen Clerkenwell Green to cater for your upcoming Event.

Please return a completed and signed copy of this Letter of Agreement and the enclosed Terms and Conditions (together, the “Contract”), along with your Deposit (as described below).

Should you have any questions about the Contract at this stage, please do not hesitate to contact me to discuss.

I am very much looking forward to working with you to make your event extraordinary!

Yours sincerely,

[Redacted Signature]

Event Sales Manager

Benugo Events Scotland

# LETTER OF AGREEMENT

## Client Details

Company Name:

(the "Client")

Address:

Contact Name:

Phone:

Email:

## Event Details

Event Name:

Event Venue:

Event Date:

(the "Event")

Other Details:

## Quotation

(the "Quotation")

Expected Price: [REDACTED] per guest package; based on [REDACTED] minimum TOTAL [REDACTED]  
(the "Expected Price")

Deposit: [REDACTED]  
(the "Deposit")

Deposit Due Date: [19th September 2024]  
(the "Deposit Due Date")

Second Instalment Due Date: [24th April 2025]  
(the "Final Instalment Due Date")

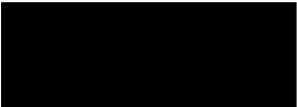
Payment Details: Please refer to the enclosed invoice.

**To confirm your booking please sign and return one copy of this Letter of Agreement, along with your Deposit, by the Deposit Due Date.** If the signed copy and the Deposit have not been received by the Deposit Due Date, the company reserves the right to release the booking.

This Letter of Agreement and the Terms and Conditions shall together constitute the contract between us (the "Contract") and shall become legally binding when we receive a signed copy of the Letter of Agreement from you. Should you alter the Contract in any way without our consent, we may treat the Contract as null and void.

*PLEASE ENSURE THAT YOU HAVE READ THE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION INCLUDING YOUR CANCELLATION RIGHTS WHICH ARE SET OUT AT CLAUSE 14.*

**By signing below, you confirm that you have read and understood the Letter of Agreement and the Terms and Conditions (the "Contract"), you have capacity to sign for and on behalf of the Client and you agree and shall comply with the terms of the Contract.**

**Signature:** 

**Client:** CMA

**Name:** 

**Date:** 29/08/2024

## TERMS & CONDITIONS

This Contract is made between Clerkenwell Green c/o Benugo Limited ("Benugo", "us" or "we") and you, the person, or company named as the Client in the Letter of Agreement. We have agreed to provide the catering and hospitality services (the "**Event Services**") for the Event as these are described in the Letter of Agreement on the terms and conditions below.

All defined terms shall have the meaning set out in the Letter of Agreement unless specified in these Terms and Conditions.

### **PRICE AND PAYMENT**

#### **1. QUOTATION**

- a. The anticipated price for the Event Services is set out in the Letter of Agreement (the "**Expected Price**").
- b. All Quotations are valid for three (3) months from the date of the Quotation, subject to clause 1(d) below.
- c. If as part of the Event Services we need to engage other service providers, any additional costs and expenses (plus any handling fees for engaging the third-party service provider) will be set out in the Quotation and included in the Expected Price.
- d. Unless otherwise agreed by us in writing, all prices listed in the Quotation are for budgetary purposes only. We reserve the right to vary the Expected Price where there are changes to our costs (including but not limited to increases to our food, beverage, and labour costs outside of our control), or to the services requested. We will inform you of any changes to the Expected Price and will use our reasonable endeavours to try to mitigate these changes where possible.

#### **2. DEPOSIT AND SECOND INSTALMENT**

- a. To secure your booking for the Event Services, you must pay us the Deposit by the Deposit Due Date to the payment details included in the enclosed invoice.
- b. Where the Letter of Agreement specifies a Second Instalment, you must also pay the Second Instalment by the Second Instalment Due Date to the payment details provided in the relevant invoice.
- c. If you fail to make any payment to us in cleared funds within the time period specified we will not be obliged to provide any of the Event Services. Furthermore, we reserve the right to apply any amounts already received to compensate us in full for any irrecoverable costs we might have incurred up to such time.

#### **3. FINAL BALANCE**

- a. Where applicable, we will send you an invoice for the final balance after the Event (the "**Final Balance**"). This will cover any additional amounts due in excess of the Expected Price, including:
  - i. the cost of any food or beverages consumed at the Event in excess of the amounts included within the package or Quotation;
  - ii. any losses or breakages charged at the replacement cost;
  - iii. any costs resulting from the Event overrunning, including additional labour and transportation costs for those staff requiring taxis after 11.30pm (where not already included in the Quotation); and
  - iv. any other additional costs reasonably and properly incurred by Benugo.
- b. Unless the Final Balance has been paid by card payment at end of the Event, you must pay the Final Balance within 7 days of the date of the invoice using the payment method described on the invoice.

- c. We may charge interest on any amount outstanding under this Agreement, such interest shall be calculated on a daily basis at the prevailing rate pursuant to the terms of The Late Payment of Commercial Debts (Interest) Act 1998.

## **CONDITIONS OF HIRE**

### **4. EVENT SERVICES**

- a. Subject to you fulfilling your responsibilities under these terms and conditions, we will provide the Event Services on the date, at the time, for the duration and at the venue (the “**Venue**”) referred to in the Letter of Agreement.
- b. In providing the Event Services, we promise that:
  - i. we will perform the services using all reasonable skill and care and to the standard reasonably expected of a contractor similar to us in the premium catering and hospitality industry; and
  - ii. all staff engaged by us under the terms of this contract will be adequately trained and will provide the catering and hospitality services in a professional manner.

### **5. PURPOSE OF EVENT**

You confirm that you have fully and fairly disclosed the purpose for, and the nature of, the Event including but not limited to the number of proposed guests; the full name and address of the principal client (if any) for whom you are acting; the nature of your and the principal client’s (if any) business; and any entertainment, equipment or special effects which may constitute a special risk to the Venue.

### **6. FOOD AND BEVERAGES**

- a. Unless otherwise agreed, we shall be the exclusive provider of all food and beverages and the catering and hospitality services at the Event. Where we provide written consent for other beverages to be supplied, a corkage charge shall be applicable as notified to the Client in writing.
- b. You will be responsible for pre-ordering any specific wines or other beverages for the table and/or on arrival (if required). We cannot guarantee that every wine and vintage will be available at all times but will always endeavour to match unavailable wines with a comparable product and price.
- c. Where we agree to provide an open bar or package at your Event, this will be subject to an agreed limit and any additional expenditure requested at the Event must be approved by the person named in the Letter of Agreement, who shall also, where applicable, sign off on the total consumption at the end of the Event.

### **7. GUESTS**

- a. The maximum number of guests must not exceed the licensed capacities as advised by us.
- b. You are required to submit final details of the Event including final catering numbers, dietary requirements, table plans, guest list (if requested) and menu options (if requested) in writing no less than 14 days prior to the Event.
- c. If, in comparison to numbers set out in the Letter of Agreement, the final numbers provided in accordance with clause 7(b) have:
  - i. increased, we will use our reasonable efforts to accommodate your request (although we cannot guarantee that we will be able to do so) and we will update the Final Balance accordingly. If there is a material increase in numbers we reserve the right to require you to pay us an additional amount in cleared funds before the Event to cover the additional costs we may incur as a result of the increase in numbers;
  - ii. decreased, we will charge you for the number of guests agreed in the Letter of Agreement, as we have budgeted for these minimum numbers.

- d. You must ensure that the guests attending the Event: comply with all reasonable requests made by Benugo staff; comply with all applicable laws, rules and regulations relating to fire, security, health and safety and otherwise; and do not commit any nuisance, disturbance or infringement which might jeopardise Benugo in any way.
- e. We operate the Venue in accordance with all licensing requirements. Intoxicated persons and persons under 18 years will not be served alcohol and may be asked to leave the premises. We reserve the right to refuse entry at all times.
- f. Anyone found to be in possession of illegal items or substances will be immediately ejected from the Venue.
- g. You are responsible for the behaviour of your guests. Anti-social, violent or threatening behaviour will not be tolerated. In such cases we reserve the right to remove such persons from, or refuse admittance to such persons to, the Venue.

## **8. VENUE, EQUIPMENT AND THIRD-PARTY SUPPLIERS**

- a. You agree to comply with any rules or conditions of use relating to the Venue that are enclosed with this Contract or otherwise notified to you.
- b. All invitations you send for the event must comply with any requirements notified to you and, if requested, may be subject to our approval.
- c. Unless we agree otherwise, or where we already operate the hospitality and catering services at the Venue, you will be responsible for:
  - i. providing us (including our employees and contractors) with access to the Venue for the duration of the Event, together with any reasonable access required by us (our employees and contractors) before and / or after the Event;
  - ii. obtaining all necessary licences, permissions and consents which may be required for the Event to take place;
  - iii. ensuring that we have access to and use of all necessary equipment and utilities at the Venue for the duration of the Event and as may be required by us before and /or after the Event; and
  - iv. ensuring that all necessary equipment and utilities at the Venue are in good working order and sufficiently maintained and safe for us to be able to provide the Event Services.

We cannot accept any responsibility for failure to provide any of the Event Services where such failure is due to your failure to provide any of the things listed above.

- d. You are not permitted to fix anything to the walls or any other surfaces of the Venue without our prior approval. Any signs or displays (including outside the Venue) must be free standing and are subject to prior approval by us. All items must be lifted or carried, not dragged, within the Venue and must not cause damage to any surfaces. Any costs to us or loss suffered by us arising from damage howsoever incurred will be invoiced to you.
- e. The use of any production/theming items, decorative items, furniture, entertainment systems, equipment or third-party suppliers must be approved by us in advance of the Event and there may be a cost associated with this (if notified by us to you). We may require proof of PAT testing and/or a Risk Assessment & Method Statement for any third-party equipment used and/or evidence of public liability insurance for any third party supplier.
- f. You shall be responsible for the security and insurance of any equipment, and for the actions of any third party suppliers, which you bring on to the Venue plus all necessary consents and licenses including licenses to use any content, music, videos or otherwise in presentations or during your Event.
- g. All materials brought in specifically for the Event (e.g. corporate signs, publications, displays, goody bags, etc.) must not be delivered to the Venue prior to the agreed access time (as notified to you)

unless agreed in writing by us and must be delivered in accordance with the delivery instructions communicated by us. All such materials must also be removed from the Venue immediately following the Event. Onsite storage for materials is not available. We cannot under any circumstances guarantee the safe-keeping of any materials delivered early or left on site.

- h. We reserve the right for our or the Venue's employees or contractors to enter any part of the Venue at any time during the Event.

## **9. TIMES OF HIRE**

Events are required to finish at the times notified to the Client. Extensions to these times, should they be possible, will incur additional charges and must be agreed in writing with us in advance.

## **10. FILMING, PHOTOGRAPHY AND MEDIA**

- a. Permission must be sought from us before any filming or photography takes place in any areas of the Venue.
- b. Any press or media attendance or involvement in the Event must be clearly communicated to us at the time of booking the Event and is subject to landlord's approval (where applicable) and may be subject to additional charges (such charges will be communicated on approval).

## **11. CHANGES TO EVENT**

We have the right to make any changes to the Event which may be necessary or desirable to comply with any applicable law or health and safety requirement or as specified by the Venue. We will notify you of any such changes required in so far as is reasonably possible.

## **CANCELLATION, POSTPONEMENT AND FORCE MAJEURE**

### **12. CANCELLATION BY BENUGO**

- a. Benugo may cancel the Event without any liability to you if:
  - i. you become insolvent or adjudicated bankrupt;
  - ii. you are in arrears with any payment due to Benugo;
  - iii. you are in breach of any of these terms and conditions and fail to rectify such breach within one week of receiving notice of such a breach from Benugo; or
  - iv. you have misrepresented the nature of the Event or any of its details.

### **13. FORCE MAJEURE**

- a. If we are delayed or prevented in any way from carrying out the Event Services due to circumstances outside our control and other than for events described in clause 12(12.a), (including, but not limited to fire, flood, adverse weather conditions, strike, acts of terrorism, civil disruption, epidemic, pandemic, law, or governmental order, rule, regulation or direction) you agree that we will not be liable for any failure or delay in performance of our obligations under this contract. In these circumstances:
  - i. we shall notify you as soon as possible upon becoming aware of those circumstances;
  - ii. upon giving such notice to you, the parties shall have good faith discussions regarding alternative arrangements that would enable us to carry out the Event Services (including, but not limited to, the Event being hosted at a different venue); and
  - iii. in the absence of the parties being able to agree any such alternative arrangements, we shall repay to you all payments made to us for the Event Services less any irrecoverable costs or other sums that we have incurred in relation to the Event, save that we shall use reasonable endeavours to mitigate such costs.

## 14. CANCELLATION OR POSTPONEMENT BY THE CLIENT

- a. Subject to clause 14(c), if for any reason you cancel an Event after you have returned a signed copy of the Letter of Agreement to us, you will receive a percentage refund of any amounts paid to us, depending on when we receive your notice of cancellation, as follows:
  - i. for any notice of cancellation received more than fifty-six (56) days before the Event: 90% shall be refunded;
  - ii. for any notice of cancellation received between fifty-six (56) and twenty-nine (29) days (inclusive) before the Event: 50% shall be refunded;
  - iii. for any notice of cancellation received between twenty-eight (28) days and fifteen (15) days (inclusive) before the Event: 25% shall be refunded;
  - iv. for any notice of cancellation received fourteen (14) or less days before the Event: 0% shall be refunded.
- b. Subject to clause 14(c), if for any reason you request to postpone the Event after you have returned a signed copy of the Letter of Agreement to us, we shall use reasonable endeavours to provide you with alternative dates. If the parties do not agree to re-book the Event within six months of the original Event date or such shorter period as notified to you, we shall treat the Event as having been cancelled by you pursuant to clause 14(a), with effect from the date that you first notified us of your intention to postpone the Event, and shall refund any amounts due in accordance with the terms of clause 14(a) and subject to clause 14(c).
- c. If you cancel or postpone an Event at any time and we have already incurred any irrecoverable costs, or we have accepted responsibility for paying any third parties, we reserve the right to charge you for these and will provide details of any such charges.

## OTHER

### 15. LIABILITY

- a. You will be responsible for all loss of, or damage to, property of any kind at the Venue or brought by you or a third party supplier to the Venue and/or for death or injury to any persons arising in connection with the Event which is caused by or in consequence of any act or omission on your part, the Principal Client (if any), its/your agents, employees, contractors, guests, third party suppliers or invitees ("**Liability Events**"). You will reimburse Benugo for all loss (including loss of revenue where we are unable to hold other events at the Venue while we replace or repair damaged property), damages, costs and charges suffered arising howsoever as a result of such Liability Events.
- b. Subject to clauses 15(c) and 15(d) our total liability to you under or in connection with this Contract howsoever caused (including by virtue of negligence) shall be limited in aggregate to an amount equal to the Expected Price.
- c. We shall in no circumstances be liable to you for:
  - i. any loss of profit or any form of economic loss, or any indirect or consequential loss arising under or in connection with the Agreement;
  - ii. any failure to provide any of the services relating to the Event where such failure is due to your failure to comply with any of your obligations set out in this Agreement; or
  - iii. any loss or damage arising as a result of an act or omission of you, or your employees, guests, agents or contractors.
- d. Nothing in this Contract is intended to exclude or limit our liability for death or personal injury caused by negligence, or any other matter which may not be excluded or limited by law.
- e. It is your responsibility to take out insurance to cover the Event and any cancellation of it, and we strongly recommend that you do so.

## 16. GENERAL

- a. Where the Client is acting as an agent for the principal client, we require a written confirmation from the principal client that the agent is empowered to contract with us on the principal client's behalf and the principal client will accept all additional charges involved.
- b. You shall not acquire any of our intellectual property rights by engaging us to provide the Event and shall not use Benugo's logo on promotional or other literature or tickets except in such a form as may be previously agreed in writing.
- c. We are contracting with you as an independent contractor. Nothing in this contract shall create a partnership or the relationship of principal and agent or employer and employee between us and you.
- d. Each party shall keep strictly private and confidential all information and documentation disclosed to it by the other parties which relates to any trade secrets (any information relating to the activities of the other parties or any of its methods of carrying on business). The receiving parties will not use, copy or disclose such information or documentation to any third party.
- e. Neither party shall engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 or any other anti-bribery or corruption legislation.
- f. This Contract constitutes the entire agreement between the parties (but shall be read in conjunction with the terms and conditions of the Venue itself where applicable). You acknowledge that you have not relied on any statement, promise or representation made or given by or on behalf of us which is not set out in this Contract. No terms or conditions endorsed on, delivered with, or contained in any documentation provided by you will form part of the Contract.
- g. If any provision of this Contract is found by any court or administrative body or competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability will not affect the other provisions which shall remain in full force and effect.
- h. No exercise or failure to exercise or delay in exercising any right, power or remedy vested in either party pursuant to this Contract shall constitute a waiver by that party of that or any other right, power or remedy. Any waiver of a breach of this Contract shall not constitute a waiver of subsequent breaches of the same or any other provision.
- i. No variation to the Letter of Agreement or to these Terms and Conditions will be binding unless agreed in writing by the parties.
- j. You will not transfer this Contract or any of your rights, liabilities or obligations, nor will you sub-contract any of your obligations under it (in whole or in part) without first obtaining our prior, written consent.
- k. Any notice to be served under this Contract shall be in writing and served (i) upon you at the address (or email address) stated in the Letter of Agreement, or (ii) on us at our registered address (by hand or first class letter) and shall be deemed served 48 hours after posting if sent by post, on delivery if delivered by hand, and on sending if sent by email (providing no automatic delivery error messages are received in response).
- l. This Contract is not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999 or otherwise.
- m. This Contract and all non-contractual obligations arising out of or connected to it will be governed by and construed in accordance with English law and the parties agree to the exclusive jurisdiction of the English courts.

## 17. Transparency

1. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement (including, but not limited to, any documents subsequently developed to monitor delivery and performance of this Agreement) is not Confidential Information. The CMA shall be responsible for determining in its absolute discretion whether any of the content of this Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
2. Notwithstanding any other term of this Agreement, the Supplier hereby gives their consent for the CMA to publish this Agreement (and any documents subsequently produced by either Party as part of management of this Agreement – including, but not limited to, performance against key performance indicators and plans to rectify the same etc.) in their entirety, (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted) including from time to time agreed changes to this Agreement, to the general public.
3. The CMA may consult with the Supplier to inform its decision regarding any redactions that may be required to keep information which is exempt from disclosure under the FOIA from being disclosed but the CMA shall have the final decision in its absolute discretion. The Supplier shall assist and cooperate with the CMA to enable the CMA to publish this Agreement.
4. The Supplier agrees not to disclose the identity of the CMA as a client of the Supplier, nor to use the CMA's name nor refer to the CMA directly or indirectly in any advertisement or other publication without receiving the CMA's prior written approval for such use or reference and to the form and context in which the reference to the CMA is to appear. The Supplier shall abide by any conditions or limitations imposed by the CMA in such approval, if given.
5. The Supplier further agrees not to disclose the existence of this Agreement, or the nature of the relationship established by this Agreement.

## 27. Freedom of Information

1. In this Clause:  
**'Information'** has the meaning ascribed to it in section 84 of the FOIA; and  
**'Request for Information'** has the meaning ascribed to it in section 8 of the FOIA, or any apparent request for information under the FOIA or EIR.
2. The Supplier acknowledges that the CMA is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the CMA, at the Supplier's expense, to enable the CMA to comply with its Information disclosure obligations.
3. The Supplier shall (and shall procure that its Sub-contractors shall):
  1. transfer any Request for Information to the CMA as soon as practicable after receipt and in any event within 2 Working Days;
  2. provide the CMA with a copy of all Information in its possession or power in the form that the CMA requires within 5 Working Days (or such other period as the CMA may specify) of the CMA requesting that Information; and
  3. provide all necessary assistance as reasonably requested by the CMA to enable it to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.
4. The CMA shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or, any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the EIR.
5. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the CMA.

6. The Supplier acknowledges that (notwithstanding the provisions of this Clause 27) the CMA may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA (the "**Code**"), be obliged under the FOIA or the EIR to disclose Information concerning the Supplier or the Services:
  1. in certain circumstances without consulting the Supplier; or
  2. following consultation with the Supplier and having taken their views into account;provided always that where Clause 27.6.2 applies the CMA shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
7. The Supplier shall ensure that all Information produced during the Term of this Agreement or relating to this Agreement is retained for disclosure and shall permit the CMA to inspect such records as requested from time to time.
8. The Supplier acknowledges that any lists or schedules provided by it outlining Information it deems confidential or commercially sensitive are of indicative value only and that the CMA may nevertheless be obliged to disclose Information which the Supplier considers confidential in accordance with Clauses 27.4 and 27.6.

#### 17. Publicity

1. The service provider agrees not to disclose the identity of CMA as a client of the service provider, nor to use the CMA's name nor refer to the CMA directly or indirectly in any advertisement or other publication without receiving the CMA's prior written approval for such use or reference and to the form and context in which the reference to the CMA is to appear.
2. The service provider shall abide by any conditions or limitations imposed by the CMA in such approval, if given.
3. The service provider further agrees not to disclose the existence of this contract, or the nature of the relationship established by this contract.