

A PRECIS OF THE NEW OGA SUPPLIER CONTRACT

The new OGA Supplier Contract is made up of 3 sections: 1) The details of the arrangement, 2) the small print, 3) extra information that you want to include in the agreement. This A4 sheet aims to de-mystify and reduce the nerves that come with filling in a 'legal' document. The main 'rules' are: add accurate information where there is yellow highlighting and make sure both sides sign. There are also comment bubbles with guidance notes.

SECTION 1:

The Contract Details & signatures (1.5 pages)

When you enter into an arrangement with anyone for an OGA event you fill out this table where there are yellow highlights. It doesn't have to be formal or in full sentences. Just the information that you have agreed with the other party. If you don't need a box, then write 'Intentionally blank'

Details about **who is who** in the arrangement

Contract start date i.e., date you agree the terms

Event details

Service details i.e., timings, fees, what is being provided

Optional extras – this is where you can set out terms that you want to have that are different to section 2 or aren't covered elsewhere or if you want to include any schedule(s)

CONTRACT DETAILS

Club:	[Region] Gaffers (a regional division of the OGA – Association for Gaff Rig Sailing ("OGA"), an unincorporated body in England, Scotland and Wales)
Club's representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER]
Supplier:	[COMPANY NAME] LIMITED (No. [NUMBER])
Supplier's address:	[ADDRESS]
Supplier's representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER]
Contract Start Date:	[DATE]
Event Date:	[DATE]
Event Venue:	[ADDRESS]
Services:	[DESCRIPTION]
Timings:	Set Up: [TIME] Service: [TIME] Exit Event Venue by: [TIME]
Fees:	£[AMOUNT] inc./exc. of VAT OR The charges for the Services set out in the Supplier's published price list in force at the date this Contract is signed by both parties.]
Special terms:	• Cancellation notice period: [] • Payment terms: []
[Schedules:	Schedule 1: Services. Schedule 2: Fees.]

- This contract is made up of the following:
 - The Contract Details.
 - The Conditions (Part A applies to all Contracts and Part B also applies to Contracts for the supply of catering services).
 - The Schedules as specified in the Contract Details, if included.
(together, the "Contract")
- If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

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SECTION 2: The Small Print (1.25 pages)

This section looks the most intimidating as it is 3 columns of small print – this is the writing that sets out both parties rights and obligations. These columns will not need changing or any input when completing the contract. The small print is split into two sections – Part A which will apply to every contract and Part B which applies just to catering services as well as Part A.

Part A covers:

- The start date, length of the contract and when it will end (**‘Commencement and Term’**)
- The Supplier’s Obligations i.e., supply services as agreed, be co-operative, use skill and diligence, suitable personnel, follow health and safety requirements etc. (**‘Supply of Services’**)
- Your obligations i.e., provide access to the venue space, provide necessary information to the supplier (**‘Club’s obligations’**)
- How payment works and when fees need to be paid (**‘Charges and payment’**)
- How your liability is limited to the assets of the OGA (**‘Limitation of Liability’**)
- Requirement for the supplier to have insurance – these are commercially standard. Public liability insurance is not optional as it is a legal requirement (**‘Insurance’**)
- How the contract can be terminated early (**‘Termination’**)
- GDPR, force majeure, how to give notices to each party and other standard contract bits (**‘General’**)

Part B: Specifically for catering contracts/ supply of food services and covers:

- Obligations on the supplier have food hygiene qualifications and/or licences and insurance. You are also given the right to ask to see proof of any of these upon request. The supplier is also required to comply with any UK laws applicable to providing food services, such as the Food Safety Act 1990 (**‘Supplier’s Obligations’**)
- The supplier is required to follow our safety policy and if you need them to, they are required to complete any risk assessment(s). The supplier must also report any injuries or accidents to you and ensure they use safe and well maintained equipment (**‘Health and Safety’**)
- The supplier must clearly label, display or provide allergen information when requested and it is the supplier’s responsibility for allergen management (**‘Food Hygiene and Allergens’**)
- If the supplier uses any equipment supplied by you must be returned in the same condition and the supplier is responsible for any damage to it (**‘Equipment and Property’**)

PART A - CONTRACT CONDITIONS APPLICABLE TO ALL AGREEMENTS

1. **INTERPRETATION**

1.1 The Contract shall commence on the date stated in the Contract Details and shall continue, unless terminated, either in accordance with these terms.

2. **SUPPLY OF SERVICES**

2.1 The Supplier shall supply the Services to the Club on the event date in accordance with the Contract.

2.2 In supplying the Services, the Supplier shall:

(a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the supplier's industry, profession or trade;

(b) co-operate with the Club in all matters relating to the Services, and comply with all instructions of the Club;

(c) employ only personnel who are suitable skilled and experienced to perform the tasks assigned to them, and in a fit state to perform the tasks; and

(d) ensure that the Services shall be delivered in accordance with the service description set out in the Contract Details;

(e) observe all health and safety rules and regulations and any other reasonable safety requirements that apply at any of the event venues from time to time and are notified to the Supplier, if applicable; and

3. **CLUB'S OBLIGATIONS**

3.1 The Club shall:

(a) provide such access to the Event Venue and other facilities as may reasonably be requested by the Supplier and agreed with the Club in writing in advance, for the purposes of providing the Services; and

(b) provide such necessary information for the provision of the Services as the Supplier may reasonably request.

4. **TERMINATION**

4.1 In consideration for the provision of the Services, the Club shall pay the Supplier the Fee in accordance with Clause 4.2.

4.2 The Supplier shall not be liable for the Fee plus VAT if applicable to the Club within 30 days of the Event Date. Each invoice shall include all supporting information reasonably required by the Club.

4.3 The Club shall not be liable to the Supplier, within 30 days of receipt, to a bank

account nominated in writing by the Supplier.

5. **DEFINITION OF LIABILITY**

5.1 The liability of the Club's Committee for the performance of any contracts or other obligations undertaken by them on behalf of the Club shall be limited to the terms of the OGA.

5.2 References to liability in this Clause 5 include every kind of liability arising, either in connection with the contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

5.3 Nothing in the Contract limits any liability which cannot legally be limited.

6. **INSURANCE**

6.1 The Supplier shall maintain (a) public liability insurance; (b) motor vehicle liability insurance (if applicable); (c) workers' liability insurance (if applicable); (d) employers' liability insurance (if applicable); (e) professional indemnity insurance (if applicable); (f) marine insurance (if applicable); (g) fire insurance (if applicable); (h) theft insurance (if applicable); (i) general liability insurance (if applicable); (j) any other insurance which may be required by the Club from time to time.

6.2 Proof of insurance must be provided to the Club upon request.

7. **TERMINATION**

7.1 Other party may terminate the Contract (a) within 14 days of written notice; (b) immediately, if the other party commits a material breach of the Contract; or (c) immediately, if the other party becomes insolvent or ceases trading.

7.2 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 occurred on or before the date of termination or expiry.

8. **GENERAL**

8.1 **Risk Reduction.** Each party shall comply with the UK 2015 and Data Protection Act 2018 in respect of personal data processed under this Agreement.

8.2 **Force majeure.** Neither party shall be in breach of the Contract on the basis of delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, of the nature of delay or non-performance constitutes for 1 month, the

party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

8.3 **Waiver.** No variation of the Contract shall be effective unless it is in writing and signed by the parties or their authorized representatives.

9. **NOTICES**

9.1 Any notice or other communication in connection with the Contract shall be in writing and shall be sent by email to the representative specified in the Contract Details.

9.2 Any notice shall be deemed to have been received 1 working day, at the time of transmission, or, if this time falls outside business hours in the place of receipt, the next on the next day within 10 hours to 5.00pm Monday to Friday on any day that is not a public holiday in the place of receipt.

9.3 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 or otherwise in respect of the Contract.

9.4 **Assignment and sub-licensing.** The Contract is governed by the laws of England and Wales (or Northern Ireland, Ireland, depending on the location).

9.5 **Severability.** If any provision of the Contract is held to be invalid, the entire Contract shall be subject to the maximum severance of the terms of England and Wales.

9.6 **Entire agreement.** This Contract constitutes the entire agreement between the parties and supersedes all previous agreements, understandings, negotiations, discussions, correspondence, and any other communications in connection with the Contract.

9.7 **Force majeure.** Neither party shall be in breach of the Contract on the basis of delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control, of the nature of delay or non-performance constitutes for 1 month, the

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party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

SECTION 3: Extra information

If there wasn't enough space in Section 1 to write down all of the details that you want to be legally binding, this is the area for you to add the extra information. Section 3 is completely optional and can be one or more schedules. There are two suggested Schedules, but you can change them to fit your needs (but don't forget to reflect any change in Section 1). The two templates are: Schedule 1: Services and/or Schedule 2: Fees.