

# SUPPLIER TERMS AND CONDITIONS

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## 1. Introduction

- 1.1. These are the Terms and Conditions (“**Terms**”) of Find Me A Caterer a trading style of Yashenterprise Limited, a company incorporated in England and Wales under company number 09538816 whose registered office is at 20 Langley Road, Slough, England, SL3 7AB.
- 1.2. These Terms shall govern your use of our website [www.findmeacaterer.com](http://www.findmeacaterer.com).
- 1.3. By using our website, you accept these Terms in full. If you disagree with any part of these Terms, you shall not use our website.
- 1.4. If you register with our website, submit any material to our website or use any of our website services, you agree expressly to these Terms.
- 1.5. Our website and services are not intended for use by infants, children or minors under the age of 18 years. You shall be at least 18 years of age to use our website. By using our website or agreeing to these Terms, you warrant and represent to us that you are at least 18 years of age.
- 1.6. Our website uses cookies; by using our website or agreeing to these Terms, you consent to our use of cookies in accordance with the terms of our [Privacy and Cookies Policy](#).

## 2. Interpretation

- 2.1. “**Consumer**” means an individual using our website with the intent to request a quote and placing an order.
- 2.2. “**Supplier**” or “**you**” means an individual, partnership or a company which is contracted by us and agreed to serve the orders we receive.
- 2.3. “**Consent**” means a mutual agreed document based on a Consumer’s enquiry and supplier quotation, this will be mutually accessible to both Consumer and Supplier after the event is marked confirmed by Consumer.
- 2.4. “**Delivery Location**” means the Consumer’s premises or other location where the Services are to be supplied, as set out in the Order.
- 2.5. “**Durable Medium**” means paper or email, or any other medium that allows information to be addressed personally to the recipient, enables the recipient to store the information in a way accessible for future reference for a period that is long enough for the purposes of the information, and allows the unchanged reproduction of the information stored.

- 2.6. **“Goods”** means any goods that we supply to you with the Services, of the number and description as set out in the Order;
- 2.7. **“Order”** means Find Me A Caterer’s order for the Services from the Supplier as submitted following the step by step process set out on the Website;
- 2.8. **“Privacy Policy”** means the terms [\[PRIVACY AND COOKIES POLICY TERMS\]](#) which set out how we will deal with confidential and personal information received from you via the Website;
- 2.9. **“Services”** means the services advertised on the Website, including any Goods, of the number and description set out in the Order;
- 2.10. **“Website”** means our website suppliers website on which the Services are advertised.
- 2.11. **“Find Me A Caterer”** or **“Findmeacaterer.com”** means that is a direct representation of Yashenterprise Limited.

### **3. Provision of Services**

- 3.1. The Supplier shall provide the Services to Find Me A Caterer as per the event confirmations and it is also imperative that the Supplier provides their terms and conditions to Find Me A Caterer.
- 3.2. The Services shall be provided by the Supplier either:
- a. in response to each request from Find Me A Caterer from time to time; or
  - b. as specified in the Data Protection Act.
- 3.3. The Supplier understands and acknowledges that Find Me A Caterer is an online portal for providing the Consumer and Supplier a common platform to engage with catering enquiries and get competitive quotes. We are not involved nor related to any Supplier, Consumer or any particular event.
- 3.4. The Supplier shall provide the Services at the Consumer’s event location in accordance with their requirements. Time shall be of the essence for any dates for delivery of the Services, unless expressly varied by mutual consent of the Consumer and Supplier.
- 3.5. All suppliers acknowledge and agree that they are responsible and liable for the provision and delivery of the event services, and for complying with all requirements in connection with those services.
- 3.6. Suppliers understand and agree that sending a quote does not guarantee the quote will be read, and using the Website does not guarantee they will be engaged by event organisers for work.

- 3.7. The Supplier shall perform the Services with reasonable care and skill, in accordance with:
- a. generally recognised commercial practices and standards in the applicable industry; and
  - b. all laws and regulations applicable to the Services, including all laws and regulations related to food standard and hygiene and any lawful license required to operate, anti-bribery and corruption, and data protection.
- 3.8. The Supplier shall use reasonable endeavours to observe all health and safety rules, food hygiene and regulations and any other reasonable legal requirements that apply at the Consumer's premises and to operate as a catering business have been communicated to Find Me A Caterer.
- 3.9. Find Me A Caterer does not conduct any prior checks nor investigations on any Supplier nor Consumer. It is the Supplier's and Consumer's responsibility to ensure all prior checks are conducted prior to confirming an event.

#### **4. Consumer's Obligations**

- 4.1. We recommend that no amendments are made to the Services after mutual consent, however, it is the Supplier's and the Consumer's responsibility to ensure all information is correct and agreed prior to the event.
- 4.2. The Consumer shall:
- a. co-operate with the Supplier in all matters relating to the Services;
  - b. provide, in a timely manner, any equipment, materials and any information as the Supplier may reasonably require;
  - c. ensure that all equipment is in good working order and suitable for the purposes for which it is used;
  - d. ensure that information is accurate in all material respects;
  - e. obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to the Services before the date on which the Services are to start;
  - f. provide to the Supplier, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Premises and other facilities as reasonably required by the Supplier;
  - g. inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply at the Consumer's premises.

- 4.3. Consumers understand and acknowledge that submitting a valid quote request does not necessarily guarantee a response or that a suitable quote for event services will be received.

## **5. Defective Services**

- 5.1. The Supplier shall promptly notify Find Me A Caterer of:
- a. any delays or problems from time-to-time in the provision of the Services of which the Supplier becomes aware;
  - b. any circumstances from time-to-time which may prevent the Supplier from providing the Services in accordance with these Terms together with (where practicable) recommendations as to how such circumstances can be avoided; and
  - c. any complaint (whether written or not) or other matter which comes to its attention and which it reasonably believes may give rise to any loss by or claim against Find Me A Caterer or which may result in any adverse publicity for Find Me A Caterer.
- 5.2. Find Me A Caterer shall, without limiting any right or remedy of Find Me A Caterer, promptly report to the Supplier any defects in the Supplier's performance of the Services as soon as reasonably practicable after any such defect comes to the attention of Find Me A Caterer.
- 5.3. Where any defect in the provision of the Services is reported to the Supplier by Find Me A Caterer or otherwise comes to the attention of the Supplier, the Supplier shall, without limiting any other right or remedy of Find Me A Caterer, use reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable.
- 5.4. The Consumer and the Supplier shall take appropriate quality check measures check prior to confirming any event. Find Me A Caterer cannot intervene in any details with the Consumer or the Supplier with regards to any enquiry.

## **6. Payment Terms**

- 6.1. In connection with use of Find Me A Caterer's Website, Find Me A Caterer offers free registration and the first month free trial followed by the standard subscription of £9.99 billed as a direct debit via PayPal every month.
- 6.2. Find Me A Caterer does not charge Suppliers any commission on bookings the standard subscription charge will allow suppliers to manage their own enquiries via their own personalised dashboard. There is an exception where Find Me A Caterer decides to pay for the catering via Find Me A Caterer portal. In this scenario, Find Me A Caterer will hold the payment until the event is finished and will release the payment to supplier within 14 days, a payment processing charge of 5% will be applicable. The payment processing amount may change in future.

- 6.3. Find Me A Caterer may introduce additional packages ranging from £9.99 per month and above depending on the number of enquiries received and the performance of particular geographical region. For example, a standard package would be £9.99 restricting to a particular number of enquiries and the Supplier may in future have to upgrade to a higher package in order to have all services available.
- 6.4. Suppliers will pay all subscription fees or applicable charges as per the payment terms listed.
- 6.5. All payments to Find Me A Caterer will be via our online payment provider, PayPal, to whom you will provide your debit or credit card number and contact information. The online payment provider will securely hold your card details in order to facilitate future purchases.
- 6.6. The online payment provider has its own privacy and data collection practices and we have no responsibility or liability for these. For your reassurance, PayPal is a PCI Level 1-compliant Service Provider that exceeds all industry-standard payment security practices. Further details can be found at <https://www.paypal.com/webapps/mpp/ua/legalhub-full>.
- 6.7. All payments are final and cannot be refunded, unless specifically agreed by us to the contrary. If you have a question about a charge on your credit or debit card, you agree to contact us using the form available on <http://www.findmeacaterer.com/>
- 6.8. If you believe you have been incorrectly charged for a service, you shall raise a ticket via your dashboard and give at least forty-eight (48) hours for a response before taking further action. In the event that a payment is to be refunded, any chargeback requests with banks or card issuers shall be closed before a refund can be processed.
- 6.9. All the communication related to any subscription fees, dues or arrears for your account will be done through electronic mail or phone. The communication can be made by us or by anyone authorised by us to contact you including third party collection agents.
- 6.10. In case of any cancellation, there will not be any refund.
- 6.11. The Supplier shall be responsible for their tax liability in accordance with the law in force at the time and determine their tax requirements and shall take the advice of a tax expert if they desire. Find Me A Caterer shall not be liable for the Supplier's tax requirements.
- 6.12. In consideration of the provision of the Services by the Supplier, Find Me A Caterer shall pay the service charges ("**Service Charges**") as set out in the event confirmation which specifies whether the charges are on a time and materials basis, a fixed price basis or a combination of both. Time is of the essence for the payment of the Service Charges.
- 6.13. All charges quoted to Find Me A Caterer are inclusive of VAT.

- 6.14. Expenses incurred by the Supplier may include the cost of hotel, subsistence, travelling and any other expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services, the cost of any materials and the cost of services reasonably and properly provided by third parties and required by the Supplier for the supply of the Services. All expenses shall be pre-approved by Find Me A Caterer in writing. Such expenses, materials and third-party services shall be invoiced by the Supplier at cost, together with VAT, which the Supplier will add to its invoices at the appropriate rate.

## 7. Change of Control

- 7.1. Find Me A Caterer may at any time during the term of the event confirmation request an increase or decrease in the volume of the Services, a change in the Specification, or the addition of new Services (“**Change Request**”) by notifying the Supplier in writing of its requirements.
- 7.2. We recommend the Supplier shall give due consideration to any Change Request from Consumer and shall, within 10 Working Days of receiving a Change Request from Find Me A Caterer:
- a. confirm its acceptance of the Change Request, without any further variation to the Terms, in which case the parties shall execute a variation to the mutual consent as soon as reasonably practicable and the Supplier shall implement the Change Request accordingly; or
  - b. provide a written proposal for accepting the Change Request, subject to any variation that it reasonably considers necessary to the Services, the Specification or the Service Charges, including any new Services (“**Change Proposal**”) agreement date; or
  - c. if the Supplier believes it is not reasonably practicable to accept the Change Request, with or without any such variation, provide Find Me A Caterer with a written statement of its reasons for doing so.
- 7.3. Any Change Proposal provided by the Supplier under the above clause shall be based on the Service Charges or, if this is not appropriate, shall be a fair and reasonable quotation for the Change Request.
- 7.4. Find Me A Caterer shall give due consideration to the Supplier’s Change Proposal under the clause above and shall within 10 Working Days after receipt of the Change Proposal either give the Supplier a written notice accepting the Change Proposal (subject to or without further negotiation) or rejecting the Change Proposal. If Find Me A Caterer accepts the Change Proposal, the parties shall as soon as reasonably practicable execute a variation to the Terms and the Supplier shall implement the agreed variation.
- 7.5. The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, provided that the Supplier gives Find Me A Caterer reasonable notice of such changes and that such

changes do not materially affect the nature and scope of the Services or the Service Charges.

## **8. Indemnity**

8.1. The Supplier shall indemnify Find Me A Caterer against any claim by any other person that the provision of the Services to Find Me A Caterer in accordance with these Terms infringes any Intellectual Property Rights of that other person.

## **9. Liability and Insurance**

9.1. The Supplier shall use reasonable endeavours to prevent any delays to Find Me A Caterer's event.

9.2. Suppliers shall be fully responsible for its agents, sub-contractors, consultants and employees.

9.3. It is both Supplier's and Consumer's responsibility to ensure means by protecting the event particulars or any monies paid should any of the following occur:

- a. death or personal injury caused by its negligence;
- b. fraud or fraudulent misrepresentation;
- c. any other liability which cannot be limited or excluded by applicable law;
- d. loss of profits;
- e. loss of sales or business;
- f. loss of agreements or contracts;
- g. loss of anticipated savings;
- h. loss of or damage to goodwill;
- i. loss of use or corruption of software, data or information;
- j. any indirect or consequential loss.

9.4. The Supplier and Find Me A Caterer shall each maintain in force with a reputable insurance company, insurance sufficient to indemnify risks for which they may be responsible, including for their respective sub-contractors, agents and employees, in connection with the Services and shall, on either parties' request, produce both the insurance certificate stating details of cover and the receipt for the current year's premium.

## **10. Data Protection**

10.1. Both parties shall comply with the terms of the Schedule annexed to these Terms.

## **11. Confidentiality**

- 11.1. Each party shall only use the other's confidential information to perform its obligations under the Terms and will not cause or allow the information to be disclosed except:
- a. where required by law, court order or any governmental or regulatory body;
  - b. to any of its employees, officers, sub-contractors, representatives or advisers who need to know the information in order to discharge its obligations under the Terms and agree only to use the information for that purpose and not to cause or allow disclosure of that information;
  - c. where the information has become generally available to the public (other than as a result of disclosure in breach of the Terms by the party or any of its employees, officers, sub-contractors, representatives or advisers);
  - d. where the information was available or known to it on a non-confidential basis before being disclosed under the Terms; or
  - e. where the information was developed by or for it independently of the consent and is received by persons who are not the disclosing party.

## **12. Intellectual Property**

- 12.1. Find Me A Caterer is the owner or the licensee of all intellectual property rights in our site, and in the material published on it. Those works are protected by copyright laws and treaties around the world. All such rights are reserved.
- 12.2. You may print off one copy, and may download extracts, of any page(s) from our site for your personal use and you may draw the attention of others within your organisation to content posted on our site.
- 12.3. You shall not modify the paper or digital copies of any materials you have printed off or downloaded in any way, and you shall not use any illustrations, photographs, video or audio sequences or any graphics separately from any accompanying text.
- 12.4. You shall always acknowledge our status (and that of any identified contributors) as the authors of content on our site.
- 12.5. You shall not use any part of the content on our site for commercial purposes without obtaining a licence to do so from us or our licensors.
- 12.6. If you print off, copy or download any part of our site in breach of these Terms of use, your right to use our site will cease immediately and you shall, at our option, return or destroy any copies of the materials you have made.

## **13. Circumstances beyond the control of either party**



- 13.1. Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any event that is beyond the reasonable control of that party (“**Force Majeure Event**”).
- 13.2. Force Majeure Events shall include: power failure, Internet Service Provider failure, acts of God, epidemic, pandemic, civil unrest, fire, flood, droughts, storms, earthquakes, collapse of buildings, explosion or accident, acts of terrorism, acts of war, governmental action, any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or any other event that is beyond the control of the party in question.
- 13.3. The party affected by a Force Majeure Event shall use all reasonable endeavours to mitigate the effect of the Force Majeure Event upon the performance of its obligations.
- 13.4. The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by the Force Majeure Event.
- 13.5. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under these Terms.

#### **14. Termination**

- 14.1. Find Me A Caterer shall not be responsible for termination expressed by either Consumer or Supplier. Either party may terminate the Event by giving written notice to the other party if that other party:
  - a. does not pay any sum due to it under these Terms within 20 days of the due date for payment;
  - b. commits a material breach of the consent which, if capable of remedy, it fails to remedy within 30 days after being given written notice specifying full particulars of the breach and requiring it to be remedied;
  - c. persistently breaches any terms specified by Find Me A Caterer or the Supplier’s own terms; this shall be agreed separately by own mutual agreement outside Find Me A Caterer’s mutual consent.
- 14.2. Find Me A Caterer hold the right to terminate your account with or without cause as per our discretion and with or without giving you a prior notice and at any time. We also hold the right to limit, block, suspend, deactivate or cancel your account in whole or in part.
- 14.3. If we believe that it is necessary for other businesses to communicate to other users about your account termination, we will do so without informing you.
- 14.4. In case of account termination, you will not be able to claim any compensation,

refund for subscription and any charges for any event that has not been completed.

- 14.5. You may deactivate your account at any time by logging into your dashboard. Once your account is de-activated, Find Me ACaterer will have no responsibility towards the content you have posted to the website, including without limitation, any reviews, nor will you be entitled to a refund of any fees paid.

## **15. General**

- 15.1. To access certain features of the website, you will need to create a password-protected account.
- 15.2. You are solely responsible for safeguarding your Find Me A Caterer password and for all activity that occurs on your account, and you will notify Find Me A Caterer immediately of any unauthorised use. Find Me A Caterer is not liable for any losses by any party caused by an unauthorised use of your account, but you may be liable for the losses of Find Me A Caterer or others due to such unauthorised use.
- 15.3. The Supplier shall upload and add information about your event services, which will then be searchable by Consumers on the Website. You will receive notification of quote requests from event organisers, depending on your account settings.
- 15.4. The Website and its content are provided to you strictly on an “as is” basis and without any warranty of any kind. If you download or print a copy of our content for personal use, you shall retain all copyright and other proprietary notices contained thereon. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by Fine Me A Caterer or its licensors, except for the licenses and rights expressly granted in these Terms. You may not reproduce this website or any of its content without our express prior written consent.
- 15.5. No party may assign, transfer or sub-contract to any third party the benefit or burden of the Terms without the prior written consent (not to be unreasonably withheld) of the other party.
- 15.6. We recommend that no variation of the details of the events should be accepted after making a mutual consent on the details of the event.
- 15.7. Find Me ACaterer does not endorse any Supplier and is also not a party to any agreements between or among users or third parties.
- 15.8. No agency, partnership, joint venture, nor employment relationships are created between Find Me ACaterer and any User as a result of these Terms or any user’s use of any part of the Website, including but not limited to any event.
- 15.9. These Terms require anyone registering with us to provide accurate information. Find Me ACaterer will not undertake any additional checks and processes to verify the identities, backgrounds or credentials of the account holders. We also do not make any representations about, confirming, or endorsing any account holder or

their purported identity, background or credentials, regardless of the specific services they are using.

- 15.10. The Supplier shall be responsible for all interactions and communications with Consumers on our Website. We shall not be responsible for any damage or harm resulting from the Supplier's interactions with the Consumers. We cannot verify authenticity of all enquiries on our Website. The Supplier shall carry out due diligence before entering into any type of financial transactions.
- 15.11. We may display advertisements, third-party website description or offers. These are not owned or controlled by Find Me A Caterer. We do not endorse or assume any responsibility for any such links, and if you access them, you do so at your own risk.
- 15.12. By using the Website, you understand and agree that any legal remedy or liability that you seek to obtain for actions or omissions of other users or other third parties will be limited to a claim against those particular users or other third parties. You shall not attempt to impose liability on or seek any legal remedy from Find Me A Caterer with respect to such actions or omissions.

## **16. User Content**

- 16.1. Find Me A Caterer will have the right to use user content uploaded on our Website to promote the Website or Services, or for any other purpose as we see fit.
- 16.2. You will be solely responsible for all user content that you make available on or through the Website.
- 16.3. We reserve the right, at any time and without prior notice, to amend, remove or disable User access privileges in regard to user content for any reason, or without reason.
- 16.4. You agree that we may republish any information, graphics and data from your own website and other marketing materials.
- 16.5. You agree that we may proofread, summarise or otherwise edit and withdraw content provided by you, but we are not responsible or liable for the accuracy of your content. You understand it remains your sole responsibility to monitor your user content and ensure that such edited content is accurate and consistent with your representations and warranties in these Terms.

## **17. User Restrictions**

- 17.1. The following restrictions are applicable on all the users. Users shall not:
  - a. use another person's account;
  - b. contact or communicate with any other user for the purposes of organising, managing or facilitating events other than via the Website (except where communication is regarding an event relating to an accepted quote request);

- c. instruct or engage a user, whether directly or indirectly, with regard to any future events outside the Website;
- d. misrepresent yourself or the event services offered by you through the Website;
- e. misrepresent your identity or qualifications;
- f. misrepresent an event or other information in a quote request or seek quotes for non-existent events;
- g. publish content in any inappropriate category or areas on the Website;
- h. use any automated system including but not limited to robots, spiders, offline readers, scrapers to access the Website or contact our Users for any purpose without Our prior written approval;
- i. fail to perform or deliver event services as promised;
- j. take any action that may unreasonably endanger the Website's infrastructure or interferes with it;
- k. bypass measures that are intended to prevent or restrict access to the Website;
- l. circumvent, disable or otherwise interfere with security features of the Website;
- m. distribute viruses or any other technologies that may harm us or users;
- n. use the Website in a way that violates any copyrights, trade secrets, or other rights of any third party, including privacy or publicity rights;
- o. circumvents or manipulates our fee structure or monies owed to us.

## **18. Governing Law and Jurisdiction**

These Terms shall be governed by the law of England and Wales whose Courts shall have exclusive jurisdiction to determine all disputes arising under them, including non-contractual disputes and claims.

## **THE SCHEDULE: DATA PROTECTION**

### **PART A**

1. For the purposes of this Schedule:
  - 1.1. **“Data Protection Laws”** means any applicable law relating to the processing of Personal Data, as applicable to either party or the Services, including:
    - a. the Data Protection Act 2018, the Directive 95/46/EC (Data Protection Directive) or the GDPR;
    - b. any laws which implement such laws;
    - c. any laws that replace, extend, re-enact, consolidate or amend any of the laws stated in a. and b. above;
    - d. all guidance, codes of practice and codes of conduct issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (whether legally binding or not).
  - 1.2. **“GDPR”** means the General Data Protection Regulation (EU) 2016/679 as enacted by the Data Protection Act 2018;
  - 1.3. **“Protected Data”** means Personal Data received from or on behalf of Find Me A Caterer, or obtained in connection with the performance of the Supplier’s obligations under the Terms;
  - 1.4. **“Sub-processor”** means any agent, subcontractor or any other third party engaged by the Supplier (or by any other Sub-processor) for carrying out any processing activities in respect of the Protected Data;
  - 1.5. The terms **“Controller”**, **“Data Subject”**, **“International Organisation”**, **“Member State”**, **“Personal Data”**, **“Personal Data Breach”**, **“Processor”**, **“Processing”** and **“Supervisory Authority”** shall have the same meaning as in the GDPR.
2. **Compliance with Data Protection Laws**
  - 2.1. The parties agree that Find Me A Caterer is a Controller and the Supplier is a Processor for the processing of Protected Data pursuant to these Terms.
  - 2.2. The Supplier shall, and shall ensure its Sub-Processors and each of the Supplier personnel shall, comply with all Data Protection Laws in connection with the processing of Protected Data and the provision of the Services.
  - 2.3. Nothing in these Terms relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.
3. **Indemnity**
  - 3.1. Each party shall be liable for and shall indemnify (and keep indemnified) the other against all actions, proceedings, liabilities, costs, claims, losses, expenses, compensation paid to Data Subjects and other reasonable professional costs and

expenses suffered or incurred by the indemnified party arising out of or in connection with any breach of the Data Protection Laws by the indemnifying party, its employees or agents.

#### **4. Instructions**

- 4.1. The Supplier shall only process (and shall ensure Supplier personnel only process) the Protected Data in accordance with Section 1 of Part B of this Schedule and Find Me A Caterer's written instructions. The Supplier will immediately inform Find Me A Caterer if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

#### **5. Security**

- 5.1. The Supplier shall implement appropriate technical and organisational measures to protect the Protected Data from accidental or unlawful destruction, loss, alteration, unauthorised disclosure or access. The technical and organisational security measures which the Supplier shall have in place are set out in Part B to this Schedule.

#### **6. Sub-processing**

- 6.1. The Supplier will not permit any processing of Protected Data by any third party (except Supplier personnel that are subject to an enforceable obligation of confidence with regards to the Protected Data) without the prior specific written permission of Find Me A Caterer, except:
- a. as specifically stated in this Schedule; or
  - b. where such processing is required by any applicable law, regulation or public authority.
- 6.2. The Supplier shall, prior to the relevant Sub-Processor carrying out any processing activities in respect of the Protected Data, appoint each Sub-processor under a written agreement containing data protection obligations that provide at least the same level of protection for Protected Data as those in this Schedule.
- 6.3. The Supplier shall remain fully liable to Find Me A Caterer under these Terms for all the acts and omissions of each Sub-processor and each of the Supplier personnel as if they were its own.
- 6.4. Where a Sub-processor is engaged by the Supplier, the Supplier shall:
- a. carry out adequate due diligence to ensure that the Sub-processor is capable of providing the level of protection for Protected Data required by this Schedule;
  - b. remain liable for any breach of this Schedule caused by a Sub-processor; and

- c. provide relevant details and a copy of each agreement with a Sub-processor to Find Me A Caterer on request.

## **7. Assistance**

- 7.1 The Supplier shall, taking into account the nature of the processing, provide reasonable assistance to Find Me A Caterer insofar as this is possible, to enable Find Me A Caterer to respond to requests from a data subject seeking to exercise their rights under Data Protection Laws. In the event that such request is made directly to the Supplier, the Supplier shall promptly inform Find Me A Caterer of the same.
- 7.2 The Supplier shall, to the extent required by Data Protection Laws, taking into account the nature of the processing and the information available to the Supplier, provide Find Me A Caterer with commercially reasonable assistance with data protection impact assessments (as such term is defined in Data Protection Laws) or prior consultations with data protection authorities that Find Me A Caterer is required to carry out under Data Protection Laws.

## **8. Data subject requests**

- 8.1. The Supplier will record and refer all requests and communications received from Data Subjects or any Supervisory Authority to Find Me A Caterer which relate (or which may relate) to any Protected Data promptly (and in any event within three days of receipt) and will not respond to any without Find Me A Caterer's express written approval and strictly in accordance with Find Me A Caterer's instructions unless and to the extent required by law.

## **9. International transfers**

- 9.1. The Supplier shall not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the EEA or to any International Organisation without the prior written consent of Find Me A Caterer.

## **10. Audits and records**

- 10.1 The Supplier will, in accordance with Data Protection Laws, make available to Find Me A Caterer such information in the Supplier's possession or control as Find Me A Caterer may reasonably request with a view to demonstrating the Supplier's compliance with the obligations of data processors under Data Protection Laws in relation to its processing of Protected Data.
- 10.2 Find Me A Caterer may exercise its right to audit under Data Protection Laws through the Supplier providing:
  - a. an audit report not older than 18 months by an independent external auditor demonstrating that the Supplier's technical and organisational measures are in accordance with the Supplier's industry audit standard; and
  - b. additional information in the Supplier's possession or control to a Supervisory Authority when it requests or requires additional information

in relation to the data processing activities carried out by the Supplier under this Schedule.

## **11. Breach**

- 11.1. The Supplier shall promptly (and in any event within 24 hours) notify Find Me A Caterer if it (or any of its Sub-processors or the Supplier personnel) suspects or becomes aware of any suspected, actual or threatened occurrence of any Personal Data Breach in respect of any Protected Data.
- 11.2. The Supplier shall promptly (and in any event within 24 hours) provide all information as Find Me A Caterer requires to report the circumstances referred to in paragraph 19 (above) to a Supervisory Authority and to notify affected Data Subjects under Data Protection Laws.

## **12. Return/Deletion of Protected Data**

- 12.1. Upon termination or expiry of the Terms, the Supplier shall at Find Me A Caterer's election, promptly (and in any event, within 30 days of the expiry of the Terms) delete or return to Find Me A Caterer the Protected Data (including existing copies) in the Supplier's possession by secure file transfer, save to the extent that the Supplier is required by any applicable law to retain some or all of the Protected Data.
- 12.2. The Supplier will provide written certification to Find Me A Caterer that it has fully complied with the section above within 30 days of the expiry of the Terms.

## **13. Survival**

- 13.1. This Schedule shall survive termination or expiry of the Terms for any reason.

## **PART B**

### **1. Data processing**

- 1.1. Processing of the Protected Data by the Supplier under this Schedule shall be for the subject-matter, duration, nature and purposes and involve the types of Personal Data and categories of Data Subjects set out in this Section 1 of Part B.

### **2. Subject-matter of processing**

- 2.1. The Supplier's provision of the Services and any related technical support to Consumer.

### **3. Duration of the processing**

- 3.1. The term plus the period from expiry of the term until return/deletion of all Protected Data by the Supplier in accordance with this Schedule.



#### **4. Nature and purpose of the processing**

- 4.1. The Supplier will Process Protected Data for the purpose of providing the Services and any related technical support to Find Me A Caterer in accordance with this Schedule.

#### **5. Type of Personal Data**

- 5.1. Names, email addresses, phone numbers, dates of birth, gender, physical addresses.

#### **6. Categories of Data Subjects**

- 6.1. Protected Data will concern the following categories of Data Subjects:
- a. Data Subjects about whom the Supplier collects Protected Data in its provision of the Services; and/or
  - b. Data Subjects about whom Protected Data is transferred to the Supplier in connection with the Services by, at the direction of, or on behalf of the Consumer.

#### **7. Minimum technical and organisational security measures**

- 7.1. Without prejudice to its other obligations, the Supplier shall implement and maintain at least adequate technical and organisational security measures to protect the Protected Data such as encryption.