

**Food Safety Policy**

**Food Safety**

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5. **Introduction**

At Woven we provide and serve food for children, including snacks and a hot lunch meal.

We aim to maintain the highest possible food hygiene standards with regard to the purchase, storage, preparation and serving of food.

Woven is registered as a food provider with the Southern Oxfordshire Environmental Health Department.

1. **Staff Commitments**

Our staff, with responsibility for food preparation understand the principles of Hazard Analysis and Critical Control Point (HACCP) as it applies to our setting. This is set out in Safer Good, Better Business (Food Standards Agency 2020). The basis for this is risk assessment of the purchase, storage, preparation and serving of food to prevent growth of bacteria and food contamination.

1. All our staff follow the guidelines of Safer Food, Better Business

2. All of our staff who are involved in the preparation and handling of food have received training (to a minimum of level 2) in food hygiene

3. The person responsible for food preparation and serving carries out daily opening and closing checks on the kitchen to ensure standards are met consistently

4. We use reliable suppliers for the food we purchase

5. Food is stored at correct temperatures and is checked to ensure it is in-date and not subject to contamination by pests, rodents, or mould

6. Food preparation areas are cleaned before and after use.

7. There are separate facilities for hand-washing and for washing-up, with soap and paper towels for drying hands

8. All surfaces are clean and non-porous

9. All utensils, crockery, etc. are clean and stored appropriately

10. Waste food is disposed of daily

11. Cleaning materials and other dangerous materials are stored out of children’s reach

All staff ensure a high level of efficiency in safety and hygiene in the kitchen. Staff / volunteers that are involved with food preparation ensure they receive relevant training in food and hygiene at least every three years. Training is monitored through our induction and supervision processes. It is the responsibility of all staff to oversee and follow the guidance in this policy to ensure that all food and drink are safe for consumption.

The nursery commits to providing the children with meals, snacks and drinks that are nutritious, healthy and balanced. The nursery is part of the Nursery Milk Scheme and provide milk for all children. Drinking water is available to the children, staff and volunteers at all times.

The nursery manager ensures that the Allergy Board is kept up to date and that photo’s are updated at least annually, or more often when there are changes in status to the children’s allergies.

1. **Procedures**
2. **Personal Hygiene**

All staff members working with food adhere to the following:

* Wash hands thoroughly (with soap and dry them with a paper towel), immediately upon entering the kitchen, after touching high risk foods (eg raw meat/ root vegetables), or using the toilet
* Hair must be tied / pinned back
* Wear clean protective clothing / apron
* Fingernails must be kept short and clean. Nail polish and jewellery should not be worn on the hands, with the exception of a single band
* All cuts / open wounds must be covered with a blue plaster
* No coughing, sneezing, touching hair, face, nose or licking fingers in the kitchen or when handling food
* Adhere to a 48 hour kitchen / food preparation exclusion after vomiting and or diarrhoea

1. **Hygiene in the kitchen and or when serving food**

* Clean as you go!
* Red cloths = Kitchen cloths
* Yellow Mop = Floor mop
* Yellow cloths = Classroom / general surface cloths
* All dirty cloths must be rinsed and placed in the washing basket
* All surfaces must be cleaned with the two-stage cleaning and disinfecting process that is laid out in the Better Food Better Business manual. This must be done before the kitchen is used, in between food groups, e.g. between preparing meat and vegetables, as well as upon closing the kitchen
* All cutlery, crockery & cooking utensils must be washed in the dishwasher
* Colour coded chopping boards and knives much be used to prevent cross contamination
* Opposite sides of the kitchen are used to prepare raw meats and other fresh and or cooked fruits and vegetables to further prevent contamination
* The temperature of all cooked food must be logged in the temperature recording book. The temperature of all fridges & freezer must be checked with the kitchen opening check list. The

1. **Purchasing and Storing**

* The staff member receiving / purchasing the food will check it for quality and that it is in date. Tins that have dents or damage will be returned as will any items that are out of date. Food temperatures of fridge and freezer items will also be checked using a temperature probe
* Upon receipt of the goods the staff member will unpack and place the food in appropriate storage places (freezer for frozen goods, fridge for items that need to be kept cool, ventilated vegetable/fruit racks and the cupboards for dry / other items
* All items are to be stored in their original packaging. If this is not desirable (for example it has been opened, the food is to be stored in sealed containers which are labelled with the contents and the use by date
* Cooked food will always be stored separately to raw food
* We ensure that no frozen items become partly or fully defrosted before placing them in the freezer.
* The refrigerator will be maintained at a temperature between 0 – 8 degrees Celsius and the freezer between -18 and -21 degrees. These temperatures are checked every morning and during the morning daily checks checks
* Stock is always used by the recommended dates and we rotate stock accordingly – FIFO (First In, First Out)

1. **Preparing and Serving**

* There are different boards in the kitchen for different food items

Red = Meat

Blue = Fish

Green = Salads, vegetables and fruits

White\* = Dairy Products

* All fresh produced must be washed before serving in cool water

1. **Children with Known Allergies**

Parents are asked to complete a form to notify us of any known allergies the child may have. If the nursery is notified of an allergy the parents are requested to complete an Allergy Form and provide supportive documentation (from a Doctor). The manager notifies all staff verbally and adds the child’s details to the Allergy Board. Parents and staff liaise regularly regarding any changes / updates to the child’s allergy. Moderate to severe allergies may result in staff needing special training.

All staff work together to ensure that no child with known allergies comes into contact or consumes the allergen. We exclude any preparation of any food allergens in the entire kitchen, if a child has an allergy that day (for example, if a child has a nut allergy, we will not prepare any nuts or nut products for any of the children). This is to avoid accidently cross contamination or the worry that a child may take food off of someone else’s plate. If, by some chance, the child does come into contact with the allergen we will follow the procedures and advice agreed upon with the parent on the Allergy Form and or follow our Emergency procedures / first aid. An accident report will be completed as soon after the event as possible and an investigation will occur. If necessary a risk assessment and or updates on this policy will be put into place.

1. **Keeping Parents Informed**

Parents are supplied with copies of the nursery lunch menu and are kept up to date with any changes via the weekly Newsletter. There is also a list of common allergens in the Kitchen for the sake of being informed. The nursery is informed daily of all the ingredients, known allergens, nutritional information etc for the supplied food from Crumbs.

1. **Involving the Children**

We believe there are huge holistic benefits to the children to involve them as much as possible and according to their interests, in the process of growing, harvesting, preparing, serving and consuming their food and drinks. All staff ensure the safety of the children (with particular care for utensils that have the potential to cause injury. For example knives, glassware, peelers, etc) by closely observing and monitoring these processes. Children do not have unsupervised access to the kitchen or electrical appliances, such as blenders, toaster, etc. Children are guided towards handling food in the same hygienic manner as per the guidelines of the staff. We use these opportunities to educate the children on many aspects of the process, one of them being the safe handling and preparation of food.

1. **Reporting of Food Poisoning**

Food poisoning can occur for a number of reasons; not all cases of sickness or diarrhoea are as a result of food poisoning and not all cases of sickness or diarrhoea are reportable.

* Where children and/or adults have been diagnosed by a GP or hospital doctor to be suffering from food poisoning and where is seems possible that the source of the outbreak is within our setting, the manager on duty will contact the Environmental Health Department (01235 422403 or [env.health@southandvale.gov.uk](mailto:env.health@southandvale.gov.uk) ) to report the outbreak , as soon as possible but at least within 48 hours of the incident, and will comply with any investigation.
* The manager on duty will notify Ofsted (0300 123 1231) as soon as reasonably practical of any confirmed cases of food poisoning affecting two or more children or adults looked after on the premise, and always within 14 days of the incident.

All incidents are recorded, investigated and preventative measures are put into place, usually in the form of a risk assessment or updated policy. The actions taken are also recorded on the incident form.

1. **Kitchen Equipment**

* All kitchen utensils, crockery and equipment must be in clean and good working order. This is checked daily as well as when the items are in use
* The temperature probe must be disinfected with a two stage cleaning process between each use
* The temperature probe must be calibrated weekly, through the recommended calibration process as laid out in Better Food, Better Business

**Framework**

Food safety and Hygiene (England) Regulations 2013

Regulation (EC) 852/2004 of the European Parliament and of the Council on the Hygiene of Foodstuffs

**Further Guidance**

Safer Food Better Business (Food Standards Agency 2020)

Crumbs contract (p8 to p 25 of this document)

This policy was adopted by Henley Village Montessori Nursery School on 06/09/2023 and will be reviewed as necessary or at least annually.

Signed on behalf of the nursery

Name of signatory Aliya Chaudhri

Position of signatory Director

Date 20.04.2024

Next review date 06/09/24

Date of actual review \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

Signed on behalf of the nursery \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Position of signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Next review date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

Date of actual review \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

Signed on behalf of the nursery \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of signatory \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Next review date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

Date of actual review \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

Signed on behalf of the nursery \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Next review date \_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_\_\_

A logo for a company

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SUPPLY OF SERVICES AGREEMENT

## This Agreement is made on the date of last signature below between: Parties

1. Crumbs Food Company Limited a company incorporated in England and Wales with registered number 9813070 whose registered office is at Crumbs Food Co Unit 1, 64 Portman Road, Berkshire, RG30 1EA (**Supplier**);
2. **Woven Nursery Enterprise Limited,** whose registered office is at **46 Reading Road, Christ Church Centre, Henley-on-Thames. RG91AG**

# AGREEMENT

## Meanings

In this Agreement, the following words are defined:

|  |  |  |  |
| --- | --- | --- | --- |
| **Agreement** | This agreement for the provision of the Services (as defined below) including any schedules | | |
| **Confidential Information** | In relation to either party, any information (whether or not stated to be confidential or marked as such) which that party discloses to the other, or which the other party obtains from any information disclosed to it by that party, either orally or in writing or by any other means, under or in connection with this Agreement; | | |
| **Deliverables** | All documents, items, products, goods and materials supplied by Crumbs Food Co in relation to the Services; | | |
| **Effective Date** | The date on which the Agreement is signed by all parties; | | |
| **Equipment** | Any catering equipment and goods requested or used directly or indirectly in the supply of the Services, by the Supplier or its sub-contractors; | | |
| **Premises** | The Customer's premises situated at  **46 Reading Road, Christ Church Centre, Henley-on- Thames. RG91AG** | | |
|  | | | |
| **Services** | | | The services which are set out and described in Schedule 1 of this Agreement, together with any other services which the Supplier provides or agrees to provide to the Customer through the change control procedure set out below (**Change Control**); |
| **Service Charges** | | | The charges for the Services, which are set out in Schedule 2 of this Agreement; |
| **Specification** | | | The description or specification for the Services as set out in Schedule 1 of this Agreement or as otherwise agreed between the parties through **Change Control**; |
| **Working Day** | | | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| **Employees** | | | Employees, workers, sub-contractors, consultants, volunteers and other personnel engaged from time to time during the Contract Period |
| **Employment Regulations** | | | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (Si 2006/246) as amended or replaced or any other Regulations implementing the Acquired Right Directive |

In this Agreement, unless the context requires a different interpretation:

* 1. the singular includes the plural and vice versa;
  2. references to sub-clauses, clauses, schedules or appendices are to sub- clauses, clauses, schedules or appendices of this Agreement;
  3. a reference to a person includes firms, companies, government entities, trusts and partnerships;
  4. "including" is understood to mean "including without limitation";
  5. reference to any statutory provision includes any modification or amendment of it;
  6. the headings and sub-headings do not form part of this Agreement; and
  7. "writing" or "written" will include e-mail unless otherwise stated.

# SCHEDULE 1 - SPECIFICATION OF SERVICES

## Food Management, Preparation, Delivery and Service

* Effective Agreement Date – **April 2024**
* New seasonal menu each term; provision of diverse, healthy and nutritious lunch/ meal options including bread choices and a varied salad bar each day.
* Crumbs Food Company will cook all meals with fresh ingredients and produce in our kitchens, all prepared freshly by our team of Chefs
* A dedicated Account Manager will be your consistent contact. Menu planning, weekly ordering, allergy management and event days/project planning will be provided through your Account Manager, along with any other catering related support.
* Customer Care and Full Service. Dedicated, fully trained and DBS checked (where applicable) Crumbs Food Company staff will manage all aspects of catering and serving meals, from safe delivery of food to full service of lunch and thorough daily clean down of the kitchen, equipment and service areas. In the event of sickness, cover will be provided.
* Food will be delivered in multi-portioned containers at the agreed delivery slot/ delivery window. Clean containers will be returned the following delivery day.
* Full support on kitchen management, food safety management, Hazard Analysis and all other aspects of Health and Safety management. Regular reviews of risk assessments, COSHH and maintaining best practice.

# SCHEDULE 2 - CHARGES

* Each meal supplied will be charged at **£2.63** - this is inclusive of all associated costs, but is excluding Value Added Tax (VAT)
* The above agreed charge per meal is a set cost until 31st April 2025. Pricing is reviewed annually, but may be reviewed under certain circumstances.
* **0** x service staff will be employed to set up, serve and clear/clean each day. T&C details may be found in the employment contracts.
* Invoices will be shared with the customer at the end of each month via email – 15 days payment terms apply.
* Cancellations made within 2 working days prior to delivery date will be charged in full – this applies to both, ordered meals and provision of full service.
* Queries relating to any invoices have to be raised within 7 days of receipt of the applicable invoice.

## Provision of Services

* The Supplier shall provide the services to the Customer on the Terms and Conditions of this Agreement from the Effective Date and as set out in Schedule 1
* The Agreement begins on the Effective Date and will continue until either party serves notice to terminate under the clause below (**Termination**).
* The Supplier shall provide the Services (including any Deliverables) at the Premises in accordance with the Specification in all material respects. Time is of the essence for any dates for delivery of the Services under this Agreement, unless specifically stated otherwise in any schedule.
* The Supplier shall perform the Services with reasonable care and skill, in accordance with:
  1. generally recognised commercial practices and standards in the applicable industry; and
  2. all laws and regulations applicable to the Services, including all laws and regulations related to (i) anti-bribery and corruption, and (ii) data protection.
* The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations and any other reasonable security requirements that apply at the Premises and that have been communicated to the Supplier.

## Customer's Obligations

No amendment shall be made to Schedule 1 except on terms agreed in writing by the Parties in accordance with the clause below **Change Control**.

The Customer must:

* co-operate with the Supplier in all matters relating to the Services;
* provide notice of 30 days should they wish to make any contractual changes.
* provide, in a timely manner, any equipment, materials and any information as the Supplier may reasonably require; in the case of equipment, the customer shall ensure that it is in good working order and suitable for the purposes for which it is used, and in the case of information, the customer shall ensure that it is accurate in all material respects;
* 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;
* 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;
* inform the supplier of all health & safety rules and regulations and any other reasonable security requirements that apply at the premises.

## Defective Services

The Supplier shall promptly notify the Customer of:

* any delays or problems in the provision of the services of which the supplier becomes aware;
* any circumstances which may prevent the supplier from providing the services in accordance with this Agreement together with (where practicable) recommendations as to how such circumstances can be avoided;
* 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 the customer or which may result in any adverse publicity for the Customer.

The Customer shall, without limiting any right or remedy of the customer, 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 the customer.

Where any defect in the provision of the services is reported to the supplier by the customer or otherwise comes to the attention of the supplier, the supplier shall, without limiting any other right or remedy of the customer, use its reasonable endeavours to provide such further services as are necessary in order to rectify the default as soon as is reasonably practicable.

## Health and Safety

Crumbs Food Company shall use reasonable endeavours to observe all Health and Safety rules and regulations and any other reasonable security requirements that apply at the premises and that have been communicated between the customer and Crumbs Food Company.

Crumbs Food Company shall perform its obligations under this Agreement (including those in relation to the Goods and/or Services) in accordance with:

* All applicable laws relating to Health and Safety
* In relation to Covid-19and future variants of such viruses, all applicable central and local government advise, restrictions, guidelines and laws

including with regards to testing, quarantine, isolation, notification, vaccination and travel.

* Each party shall promptly notify the other as soon as possible of any Health and Safety incidents of which it becomes aware and which relate to or arise in connection with the performance of this agreement.

## Charges, Payment and Time Records

In consideration of the provision of the services by the supplier, the customer shall pay the service charges as set out in Schedule 2, 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.

All charges quoted to the customer are exclusive of VAT, which the supplier shall add to its invoices at the appropriate rate.

Where Services are provided on a time and materials basis:

* the charges payable for the services shall be calculated in accordance with the supplier's standard daily fee rates for each individual person and are calculated on the basis of the required work/tasks being completed.
* the supplier will ensure that every individual whom it engages in relation to the services completes time sheets recording time spent on the services or deliverables
* the supplier will invoice the customer monthly in arrears for its charges for time, expenses and materials (together with VAT where appropriate) for the month concerned, accompanied by any relevant receipts for any equipment, materials and expenses as incurred in accordance with the clause below.
* Where services are provided for a fixed price, the total price for the services is set out in Schedule 2. Upon completion of the services or when an agreed instalment is due, the supplier shall invoice the customer for the charges that are then payable, together with any equipment, materials and expenses, which have not been expressly included in the fixed price and VAT.
* Expenses incurred by the supplier may include: 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. Any expenses in excess of £1,000 must be pre-approved by the customer in writing. Such expenses, materials and third-party services must be invoiced by the supplier at cost, together with VAT, which the supplier will add to its invoices at the appropriate rate.
* The customer shall pay each invoice submitted to it by the supplier, in full and in cleared funds, within 15 days of receipt (which shall be determined in accordance with the section below (**Notices**)) to a bank account nominated in writing by the supplier (the **Due Date**).
* Without prejudice to any other right or remedy that it may have, if the customer fails to pay the supplier on the Due Date:
  1. the customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England base rate at the relevant time. Such interest will accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The supplier may choose to charge statutory interest due. The customer shall pay the interest together with the overdue amount;
  2. the supplier may suspend all services until payment has been made in full.
  3. all sums payable to the supplier under this Agreement shall become due immediately on its termination, despite any other provision.
  4. the supplier and the customer shall pay all amounts due under this Agreement in full without any deduction except as required by law and neither party shall be entitled to assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any amount due, in whole or in part.

## Personnel

Crumbs Food Company shall at all times during the contract period or any further period that may be agreed between the parties in writing, ensure that sufficient numbers of personnel are available and that they are appropriately qualified, trained and experienced to provide the Services with all reasonable skill, care and diligence and are available to provide the Services in accordance with the specifications (including during employee’s holiday or absence due to sickness).

## Equipment

Whilst on the premises, Crumbs Food Company may use the equipment belonging to the customer as follows:

* manufacturers’ instructions; or
* where no such instructions are provided, good industry practice
* on termination of this Agreement, all equipment belonging to either of the two parties must be returned to the rightful owner in clean and undamaged condition

## Liability and Insurance

If the supplier's performance of its obligations under this Agreement is prevented or delayed by any act or omission of the customer, its agents, sub-contractors,

consultants or employees, the supplier shall not be liable for any costs, charges or losses sustained or incurred by the customer that arise directly or indirectly from such prevention or delay. Nothing in this Agreement limits or excludes either party's liability for:

* death or personal injury caused by its negligence
* fraud or fraudulent misrepresentation
* breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession)
* any other liability which cannot be limited or excluded by applicable law.

Subject to the above clause and the clause above (Indemnity), neither party shall have any liability to the other party, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

* loss of profits
* loss of sales or business
* loss of agreements or contracts
* loss of anticipated savings
* loss of or damage to goodwill
* loss of use or corruption of software, data or information
* any indirect or consequential loss

Subject to the two preceding clauses and the clause above (**Indemnity**), the total liability of either party for any other loss of the other party in respect of any one event or series of connected events shall not exceed £500.

During this Agreement, the supplier and the customer 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 giving details of cover and the receipt for the current year's premium.

## Circumstances beyond the control of either Party

Neither party shall be liable for any failure or delay in performing their obligations where such failure or delay results from any cause that is beyond the reasonable control of that party (force majeure event)

Such causes include, but are not limited to: 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.

* The party affected by a circumstance beyond its control shall use all reasonable endeavours to mitigate the effect of the “force majeure” upon the performance of its obligations.
* The corresponding obligations of the other party will be suspended to the same extent as those of the party affected by a force majeure event.
* If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under this Agreement.

## Confidentiality

Each party will only use confidential Information to perform its obligations under the Agreement and will not cause or allow the information to be disclosed except:

* where required by law, court order or any governmental or regulatory body
* 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 Agreement and agree only to use the information for that purpose and not to cause or allow disclosure of that information
* where the information has become generally available to the public (other than as a result of disclosure in breach of the Agreement by the party or any of its employees, officers, sub-contractors, representatives or advisers)
* where the information was available or known to it on a non-confidential basis before being disclosed under the Agreement
* where the information was developed by or for it independently of the Agreement and is received by persons who are not the disclosing party

## Premises

The customer shall permit Crumbs Food Company to use the premises for the purpose of performing the agreed Services. The parties agree that there is no intention to create a tenancy or any nature in favour of Crumbs Food Company or its employees.

## Intellectual Property

Subject to the clause below, the supplier reserves all Intellectual property rights (if any) which may subsist in any deliverables, or in connection with, the provision of the services. The supplier reserves the right to take such action as may be appropriate to restrain or prevent the infringement of such Intellectual property rights

The supplier licenses all such rights to the customer free of charge and on a non- exclusive basis to such extent as is necessary to enable the customer to make reasonable use of the deliverables and the services.

If this Agreement is terminated, this licence will automatically terminate.

## Anti-Bribery

The supplier and its agents, sub-contractors, consultants or employees shall:

* comply with all applicable laws, regulations, statutes, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Bribery Laws**)
* not commit an offence under sections 1, 2 or 6 of the Bribery Act 2010
* comply with any relevant industry code related to Anti-Bribery (**Bribery Policies**)
* have, maintain, and enforce throughout the term of this Agreement its own policies and procedures, to ensure compliance with the Bribery Laws and the Bribery Policies
* promptly report to the customer any request or demand for any undue financial or other advantage of any kind received by the supplier in connection with the performance of this Agreement.

## Non-Solicitation

The customer shall not, without the prior written consent of the supplier, at any time from the date of this Agreement to the expiry of 3 months after the last date of supply of the services or termination of this Agreement (whichever is the latest), solicit or entice away from the supplier or employ or attempt to employ any person who is, or has been, engaged as an employee, consultant or sub-contractor of the supplier in the provision of the services.

## Termination

Either party may terminate this Agreement by giving the other party 90 days’ prior written notice.

A party may terminate the Agreement immediately by giving written notice to the other party if that other party:

* does not pay any sum due to it under the Agreement within 30 days of the due date for payment
* commits a material breach of the Agreement 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)
* persistently breaches any term of the Agreement
* is dissolved, ceases to conduct substantially all of its business or becomes unable to pay its debts as they fall due
* is a company over any of whose assets or property a receiver is appointed;
* makes any voluntary arrangement with its creditors or (if a company) becomes subject to an administration order (within the meaning of the Insolvency Act 1986)
* (if an individual or firm) has a bankruptcy order made against it or (if a company) goes into liquidation
* undergoes a change of control (within the meaning of section 1124 of the Corporation Tax Act 2010)

## Consequences of Termination

On termination or expiry of this Agreement:

* the customer shall immediately pay to the supplier all of the supplier's outstanding unpaid invoices and interest and, in respect of services supplied but for which no invoice has been submitted, the supplier may submit an invoice, which shall be payable immediately on receipt
* the customer shall, within a reasonable time, return all of the supplier's equipment and any relevant deliverables remaining the property of the supplier. If the customer fails to do so, then the supplier may enter the premises and take possession of them. Until they have been returned or repossessed, the customer shall be solely responsible for their safe keeping.

Termination or expiry of the Agreement shall not affect any 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 agreement which existed at or before the date of termination or expiry.

Other than as set out in the Agreement, neither party shall have any further obligation to the other under the Agreement after its termination.

## General

* This Agreement contains the whole agreement between the parties relating to its subject matter and supersedes all prior discussions, arrangements or agreements that might have taken place in relation to the Agreement. Nothing in this clause limits or excludes any liability for fraud or fraudulent misrepresentation.
* No party may assign, transfer or sub-contract to any third party the benefit and/or burden of the Agreement without the prior written consent (not to be unreasonably withheld) of the other party.
* No variation of the Agreement will be valid or binding unless it is recorded in writing and signed by or on behalf of both parties.
* The Contracts (Rights of Third Parties) Act 1999 does not apply to the Agreement and no third party has any right to enforce or rely on any provision of the Agreement.
* Unless otherwise agreed, no delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that, or any other, right or remedy.
* A provision which by its intent or terms is meant to survive the termination of the Agreement will do so.
* If any court or competent authority finds that any provision (or part) of the Agreement is invalid, illegal or unenforceable, that provision or part-provision will, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Agreement will not be affected.
* Unless specifically provided by the parties, nothing in the Agreement will establish any employment relationship, partnership or joint venture between the parties, or mean that one party becomes the agent of the other party, nor does the Agreement authorise any party to enter into any commitments for or on behalf of the other party.
* Any notice (other than in legal proceedings) to be delivered under the Agreement must be in writing and delivered by pre-paid post to or left by hand delivery at the other party's registered address or place of business, or sent by email to the other party's main business email address as notified to the sending party. Notices:
  1. sent by post will be deemed to have been received, where posted from and to addresses in the United Kingdom, on the second working day and, where posted from or to addresses outside the United Kingdom, on the tenth working day following the date of posting
  2. delivered by hand will be deemed to have been received at the time the notice is left at the proper address
  3. sent by email will be deemed to have been received on the next working day after sending.

## Interaction with Parents and other bodies

We understand that the satisfaction of your children and parents is your primary concern. We will endeavour to provide any information, advice or support that may be required but request you remain the point of contact with parents, your staff, PTA groups or other interested parties.

Contact details of individual members for Crumbs employees can only be shared with permission of the individual.

## Data Protection

Each party shall comply with its obligations, and may exercise its respective rights and remedies.

# SCHEDULE 3 - DATA PROTECTION

**PART A**

For the purposes of this Schedule:

* Data Protection Laws means any applicable law relating to the processing of Personal Data, as applicable to either party or the Services, including:
* the GDPR;
* any laws which implement or supplement such laws;
* any laws that replace, extend, re-enact, consolidate or amend any of the laws stated in (i) and (ii) above;
* 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).
* GDPR means the UK General Data Protection Regulation;
* Protected Data means Personal Data received from or on behalf of the Customer, or obtained in connection with the performance of the Supplier's obligations under the Agreement; and
* 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.

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.

## Compliance with data protection laws

The parties agree that the Customer is a Controller and the Supplier is a Processor for the processing of Protected Data pursuant to this Agreement.

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.

Nothing in this Agreement relieves the Supplier of any responsibilities or liabilities under Data Protection Laws.

## Indemnity

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.

## Instructions

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 the Customer's written instructions. The Supplier will immediately inform the Customer if any instruction relating to the Protected Data infringes or may infringe any Data Protection Law.

## Security

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.

## Sub-processing

* 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 the Customer, except (i) as specifically stated in this Schedule, or (ii) where such processing is required by any applicable law, regulation or public authority.
* 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.

The Supplier shall remain fully liable to the Customer under this Agreement for all the acts and omissions of each Sub-Processor and each of the Supplier Personnel as if they were its own.

* Where a Sub-processor is engaged by the Supplier, the Supplier shall:
  1. 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;
  2. remain liable for any breach of this Schedule caused by a Sub-processor; and
  3. provide relevant details and a copy of each agreement with a Sub-Processor to the Customer on request.

## Assistance

The Supplier shall, taking into account the nature of the processing, provide reasonable assistance to the Customer insofar as this is possible, to enable the Customer 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 the Customer of the same.

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 the Customer 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 the Customer is required to carry out under Data Protection Laws.

## Data subject requests

The Supplier will record and refer all requests and communications received from Data Subjects or any Supervisory Authority to the Customer 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 the Customer's express written approval and strictly in accordance with the Customer's instructions unless and to the extent required by law.

## International transfers

The Supplier will not process and/or transfer, or otherwise directly or indirectly disclose, any Protected Data in or to countries outside the UK or EEA or to any International Organisation without the prior written consent of the Customer.

## Audits and Records

The Supplier will, in accordance with Data Protection Laws, make available to the Customer such information in the Supplier's possession or control as the Customer 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.

The Customer may exercise its right to audit under Data Protection Laws through the Supplier providing:

* 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
* 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.

## Breach

The Supplier shall promptly (and in any event within 24 hours) notify the Customer 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.

The Supplier shall promptly (and in any event within 24 hours) provide all information as the Customer 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.

## Return/Deletion of Protected Data

Upon termination or expiry of the Agreement, the Supplier shall at the Customer's election, promptly (and in any event, within 30 days of the expiry of the Agreement) delete or return to the Customer 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.

## Survival

This Schedule shall survive termination or expiry of the Agreement for any reason.

**PART B**

Section 1 - Data processing

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.

## Subject-matter of processing:

The Supplier's provision of the Services and any related technical support to the Customer.

## Duration of the processing:

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.

## Nature and purpose of the processing:

The Supplier will Process Protected Data for the purpose of providing the Services and any related technical support to the Customer in accordance with this Schedule.

## Type of Personal Data:

Names, email addresses, physical addresses, phone numbers, bank details, DBS checks, driving licence and passport.

## Categories of Data Subjects:

Protected Data will concern the following categories of Data Subjects:

* Data Subjects about whom the Supplier collects Protected Data in its provision of the Services; and/or
* 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 Customer.

Section 2 - Minimum technical and organisational security measures

Without prejudice to its other obligations, the Supplier shall implement appropriate technical and organisational measures to ensure an appropriate level of security for Personal Data.

## Governing law and jurisdiction

This Agreement shall be governed by and interpreted according to the law

of England and Wales and all disputes arising under the Agreement (including non- contractual disputes or claims) shall be subject to the exclusive jurisdiction of

the English and Welsh courts.

The parties have signed this Agreement on the date(s) below:

|  |  |
| --- | --- |
| *Emma Neale* | *22nd March 2024* |
| Authorised Representative for and on behalf of Crumbs Food Company Limited | Date |

|  |  |  |
| --- | --- | --- |
|  |  |  |
| Authorised Representative for and on behalf of Woven Nursery |  | Date |