**AGREEMENT BETWEEN A COMPANY AND A CATERER FOR RUNNING A CANTEEN IN THE FACTORY FOR ITS STAFF**

AN AGREEMENT made this………………day of………………20………between A B Co. Ltd., a company incorporated under the Companies Act, 1956, and having its registered office at hereinafter called "the Company", (which expression shall, unless repugnant to context, be deemed to include its successors and assigns) of the ONE PART and X Y Catering Services Pvt. Ltd., a company incorporated under the Companies Act, 1956 and having its registered office at hereinafter called "the Caterer" (which expression shall unless repugnant to context, be deemed to include its successors and assigns) of the OTHER PART.

**WHEREAS**

(1)The company was in search of a good caterer to manage and run a canteen for the staff of its factory at .................. hereinafter referred to as "the said premises".

(2) The caterer has offered its services to manage and run the said canteen,

**NOW IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:**

(1) Subject to the conditions of these presents, the company permits the caterer to manage and run the canteen in the said premises for a period of ………………years from………………day of which may be extended from time to time for such period and on such terms and conditions as may be mutually agreed upon by the parties herein.

(2) The caterer shall supply to the employees and other persons, good and wholesome food according to menu as per Schedule hereunder written and shall charge from the employees the rates mentioned therein.

(3) The caterer shall at his own expenses use high class crockery, cutlery and utensils and shall ensure that the crockery, cutlery and utensils are properly and hygienically cleaned.

(4) The quality of foodstuff, beverages and other refreshments to be supplied by the caterer shall be of good standard to the satisfaction of the company. The company may nominate any person to inspect the foodstuff, etc. brought or prepared by the employees of the caterer to be supplied to the employees and other persons in the canteen, who shall have the power to inspect the canteen and direct the removal there from of any article of foodstuff, etc. which in his opinion be considered as unsuitable for consumption and the caterer shall carryout such direction.

(5) The caterer shall maintain and keep the canteen and washing places in the said premises in a clean and hygienic condition to the satisfaction of the company. The caterer shall provide proper receptacles for throwing refuse from the canteen and shall arrange for prompt and proper removal of such refuse from the canteen every day.

(6) The caterer shall keep the canteen open on the days and during such hours, as the company may fix.

 

(7) The caterer shall at his expenses employ the employees, cooks and other persons for running the canteen. The caterer shall employ such persons in the canteen, who are honest, courteous, observe personal cleanliness and free from contagious diseases. If the inspecting official nominated by the company finds that any employee or servant employed by the caterer is guilty of misconduct or not observing personal cleanliness or suffering from any contagious disease, the company may direct the caterer to remove such employee or servant, and the caterer shall carry out such direction.

(8) The caterer shall not use the premises otherwise for the purpose of running the canteen. The caterer shall not allow his employees, servants or other persons to stay in the premises.

(9) The electric and water installation in the premises shall be maintained by the company, but the electricity and water charges shall be borne by the caterer.

(10) The caterer shall comply with municipal and other regulations, rules and bye laws relating to preparation and sale of foodstuff, drinks and refreshments and shall obtain the necessary licenses in his own and bye laws name and at his own expenses.

(11) The caterer shall not make any structural alterations, or additions of any kind, either temporary or permanent to the said premises, without the previous consent in writing of the company. Any such structure shall on expiration or sooner determination of this agreement shall become the property of the company without any payment to the caterer.

(12) The caterer shall pay a sum of Rs . ……………… per month to the company for the permission hereby granted, which sum shall be payable in advance on or before the………………day of each month

(13) The caterer shall not assign, underlet or otherwise part with the catering rights hereby granted by the company or any part thereof to any person, without the consent of the company in writing.

(14) The caterer shall be liable for and make good any loss or damage caused by any act or default on the part of his servants or employees, to the said premises and/or the company's property therein permitted to be used by the caterer and listed in Annexure A to this agreement.

(15) The company shall not be responsible for any damage or loss occurring to any furniture, utensils, crockery, cutlery or other goods or articles kept in the said premises by the caterer.

(16) Upon breach of any terms and conditions of this Agreement by the caterer, or if the quality of the articles served in the canteen or the management of the canteen is considered to be unsatisfactory by the company, the company shall be entitled to terminate this agreement by giving one month's notice in writing and the caterer shall not be entitled to any compensation in case of such termination.

(17) The caterer shall keep a complaint cum suggestion book in a conspicuous place in the canteen, in which the customers may record their complaints/suggestions. The copy of the complaints/suggestions recorded in the said complaint cum suggestion book shall be sent by the caterer to the company every month.

(18) On the expiry or earlier determination of this agreement, the caterer and his servants, employees, agents, etc. shall vacate the premises provided he shall be entitled to remove the furniture, crockery,

cutlery, utensils and other articles belonging to it, without in any way causing any damage or loss to the said premises.

(19) All matters, questions, disputes or differences whatsoever arising between the parties touching the construction, meaning, operation or effect of this Agreement or out of or relating to this agreement or breach thereof, shall be settled by arbitration in accordance with the rules of the Indian Council of Arbitration.

(20) The stamp duty on this agreement shall be borne by the

**IN WITNESS WHEREOF** the parties have signed this agreement in manner hereinafter appearing on the day and year first above written.

**WITNESSES**

1 Signed and delivered by A B Co. Ltd., the within

 named company by Shri………………its duly authorized official

2. Signed and delivered by X Y Catering Services Pvt, Ltd., the within named caterer by Shri………………its duly authorised official