

Staverton Technology Park,
Cheltenham Road,
Staverton,
Cheltenham,
Gloucestershire
GL51 6TQ

Heads of Terms Details to Supply of Goods Agreement ("Agreement")

Date: 30/07/2025

The exclusive parties to this Agreement are:

- 1) *Creed Foodservice Ltd (referred to as Creed)***
- 2) *Academy Transformation Trust (ATT) (referred to as The Customer)***
- 3) This Agreement is made up of the following:
 1. The Heads of Terms Details to Supply of Goods Agreement ("Agreement");
 2. The Terms & Conditions.
 3. The Orders.

Where there is conflict or ambiguity between any of these documents, the terms in the Heads of Terms details take precedence, followed by the Terms & Conditions of Sale www.creedfoodservice.co.uk and then the Orders.

Heads of Terms Details

1. Commencement Date and Term

Creed supply of Goods shall commence on 01st August 2025 for a period of 3 years with the option to extend for 2 years at the end of the 3 year term, following which it will revert to a standard contract under the **Creed** Terms & Conditions of Business unless renegotiated.

2. Goods

Staverton Technology Park
Cheltenham Road
Staverton
Gloucestershire
GL51 6TQ

 01452 855459
 01452 858190
 askcreed@creedfoodservice.co.uk



Food and food related products as specified in the Orders and Bespoke Products supplied in accordance with clause 8 of these Heads of Terms Details.

3. Price

The price of the Goods is as specified in **Creed** price list and as agreed by **the Customer** as the contract product range. This will come into force **01/08/2025** and will be subject to the price review terms below.

Saffron Licence- We will provide a Saffron Licence cost £1500 per year for the duration of the contract . This will be free of charge to enable ATT to create their own menus , recipes and manage allergens. There is the option for additional chargeable add-ons to Saffron, such a Wellbeing Portal and Stock Control Options, should ATT require these tools.

4. Price review

a) The agreed pricing schedule will go live on the 01/08/2025 and will be subject to review as detailed below, the next price review will be due to go live on the 01/01/2026, any changes will be subject to a minimum 28 day notice period:

- Frozen & Ambient Termly (Go Live dates 1st Jan / 1st May/1st Sept)
- Fresh Produce, Butchery & Dairy Termly (Go Live dates 1st Jan/1st May/1st Sept)

Creed may revise pricing outside the price review mechanism for any events, circumstances or clauses that are beyond the reasonable control of any party involved in the manufacture and distribution of goods, including but not limited to “Exceptional Market Forces” or “Force Majeure” leading to:

- i) the lack of availability of raw materials.
- ii) the lack of availability of labour; or
- iii) Increases in distribution and delivery costs; or
- iv) Change of import duties on deliveries from overseas suppliers

In these instances, **Creed** will provide a comprehensive and thorough justification of any increases in price.

b) **Creed** will be the preferred supplier within the categories of food and non-food catering-related consumables and therefore have an expectation for all orders to be placed via **Creed**. Should **Creed** be unable to supply specific items in the quantity required then it is agreed **The Customer** may make purchases from alternative suppliers.

5. Payment

a) **Creed** payment terms are cleared funds end of month following invoice. Payment is by BACS transfer. Should the account fall into arrears, **Creed** reserves the right to withhold or suspend supply.

6. Orders

Orders for Goods may be placed online at the **Creed** website. Orders can be placed up to 16:00pm on Monday to Friday, day 1 ordering for day 2 delivery (excluding Sunday). Alternatively, telephone orders can be placed with **Creed** customer service department during 8:30am to 3:30pm on Monday to Friday.

7. Deliveries

- a) Deliveries shall be made to **The Customer** between Monday and Friday based on set delivery days per site already in place from the previous trading accounts.
- b) Orders are to be checked and signed with the driver at time of delivery. On completion of the delivery, **The Customer** shall have full risk and title in the Goods. Any item can be returned with the driver at the point of delivery. Frozen and chilled items cannot be returned/ collected after the driver has left the site.
- c) **Creed** will deliver on multi-temperature vehicles capable of maintaining specified temperatures for all categories. **The Customer** will have the right to reject the affected part of a delivery where the Goods are outside the range of -15°C for frozen, or +8°C for chilled, or whatever the prevailing legal requirements may be in each region of the UK.
- d) The minimum invoiced order value is £150 (excluding VAT) per order per outlet. **Creed** reserves the right not to deliver an Order which is valued at less than £150 (excluding VAT). Alternatively, **Creed** reserves the right to add an additional charge to deliver orders below this amount.
- e) Emergency deliveries where an item or items were not delivered due to a failure by **Creed** will be delivered on the next working day subject to availability.
- g) **Creed** is committed to providing first class service and will aim to provide the following key performance indicators (KPIs):
 - i. the weekly average of all deliveries must be no lower than 97% fulfilment of the original order.
 - ii. 100% of deliveries should arrive within the temperature parameters as set out in clause 7c, allowing for circumstances out of **Creeds** control

8. Bespoke Products

- a) **Creed** agrees to work with **The Customer** in managing any bespoke requirements on a product-by-product basis.
- b) Listing of bespoke products by **Creed** will require underwriting by **The Customer** based on forecast volumes. Separate signed agreements by product will be required prior to point of supply in each instance of stocking specific bespoke lines.
- c) With reference to Clause 4b, the parties may agree that it is not appropriate or commercially viable for **Creed** to supply requested bespoke items and alternative suppliers may be used.

9. Account Management

- a) **Creed National Account Manager** will visit head office and sites as often as necessary to ensure the smooth running of this Agreement and help assist set up of new sites with an introduction to **Creed**.
- b) **Creed** shall provide single point of contact account manager cover between 8:30am to 5:30pm Monday to Friday.
- c) Monthly KPI and ad hoc sales reports to be made available to **The Customer**.
- d) Quarterly Development Days to be made available with full use of the Executive Kitchen at **Creed** Head Office.

10. KPI

Trust mandatory Key Performance Indicators (KPIs) to ensure service quality, reliability, and value for money across all sites within the Trust. Mandatory KPIs; The supplier must meet the minimum performance standards outlined below:

KPI	Target	Action/Consequence
Delivery reliability	100% of missed or failed deliveries resolved by 10am the next working day.	If not met, applicable credits or cashback must be provided
Account Management	Regular Communication and availability of a dedicated account manager, with meetings as required by the Trust.	Active relationship management expected
Product sourcing	Supply of accredited food brands at competitive prices.	Must be evidenced in pricing and product range
Allergen Compliance	100% of products to have full and accurate allergen information in line with Natasha’s Law and Food Information Regulations.	Non-compliance may lead to contract review
Product quality	Maximum 2% monthly rejection rate due to quality, damage, or expired stock.	Rejected items must be replaced or credited



Performance will be reviewed regularly and monitored through Trust contract management processes. Failure to consistently meet KPIs may result in performance reviews, financial penalties, or termination of contract.

11. No Partnership, Agency, or TUPE

Unless otherwise stated in this Agreement, nothing in this Agreement is intended to or shall operate to:

- a) create a partnership or employment relationship between the parties.
- b) authorise either party to act as agent, in the name of, or on behalf of the other; or
- c) Allow either party to otherwise to bind the other in any way (including, without limitation, the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

The parties also agree that nothing in this Agreement will constitute a relevant transfer for the purposes of TUPE.

12. Termination

- a) This Agreement may be terminated in writing at any time by either party, without prejudice to any other rights it may have and without incurring any liability, subject to the following notice periods:
 - i) **The Customer** shall provide three (3) months'; and
 - ii) **Creed** shall provide three (3) months' notice.

13. Governance and Jurisdiction

This Agreement and all matters arising from it (including non-contractual disputes or claims) shall be governed by and constituted in accordance with the laws of England and Wales and is subject to the exclusive jurisdiction of the court system of England and Wales.

If any provision or part-provision of this Agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed to be deleted, but that shall not affect the validity and enforceability of the rest of these Terms. If any provision or part-provision of this Agreement are deemed deleted under this Clause the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

For and on behalf of
Creed Foodservice Ltd

For and on behalf of
Academy Transformation Trust (ATT)



Signed: *C Butcher*

Date: 19/09/2025



Signed.....

Date:17/09/25.....

