



The Guinness Partnership

and

Supplier: Barwin Roofing and Construction Services Ltd

Contract relating to Services

THIS Contract (comprising this Contract and all Contract Documents) constitutes the entire agreement for the Works, Goods, and/or Services between the Supplier and **the Guinness Group entity stated in the Order ("Guinness")** to the exclusion of any other terms or conditions.

Only to the extent there is direct conflict between the Conditions and any specifically negotiated written terms negotiated between the Supplier and a Guinness Group entity which (i) are signed by both parties, and (ii) relate to the Works, Goods, and/or Services only and (iii) are referred to in the Order, the provisions of those specific terms shall prevail.

1 Definitions and Interpretation

BIM Protocol means any protocol attached to or referred to in the Order

Business Day means any day other than a Saturday, Sunday or a bank or local government or public holiday in England.

Building Safety Law means all Law relating to building safety including the Building Regulations, the Building Safety Act 2022 and all applicable codes of practice issued by the building safety regulator or other relevant government department in relation to such legislation and any replacement building safety law in force in England and Wales.

Building Safety Regulator means the Health and Safety Executive or such other body or individual as may be appointed from time to time to fulfil the role of building safety regulator for the purposes of the Building Safety Act 2022, which term shall include any registered building inspectors and any other specialists appointed to assist the Building Safety Regulator in the carrying out of its regulatory duties in relation to the Project;

CDM Regulations means the Construction (Design and Management) Regulations 2015.

Conditions means these Conditions of Contract.

Contract means the Contract constituted by the Contract Documents.

Contract Documents means these Conditions, the Order and any Guinness Specification, documents incorporated by reference in supporting documents in Schedule 2a (supporting documents concerning specification) or Schedule 2b (supporting documents concerning pricing).

Contract Period means the period over which Purchase Orders may be received and completed. The start of the Contract Period is the Date of Order stated in the Order form in Schedule 2. The Contract Period expires after the length of time from the Date of Order stated in the Order form in Schedule 2.

Date of Order means the Date of Order set out on the Order form in Schedule 2.

Data Controller has the meaning given under Data Protection Law.

Data Loss Event means any event that results or may result in any unauthorised or unlawful access to Personal Data held by the Supplier under this Contract, actual potential loss and/or destruction of Personal Data in breach of this Contract including any personal data breach (as defined under Data Protection Law).

Data Processing Table means the table set out in Schedule 1.

Data Processor has the meaning given under Data Protection Law.

Data Protection Impact Assessment has the meaning given under Data Protection Law.

Data Protection Law means all statutory requirements relating to the processing of Personal Data and privacy, including where applicable, the guidance and Codes of Practice issued by the Information Commissioner's Office or any replacement data protection or related privacy law.

Data Protection Officer has the meaning given under Data Protection Law.

Data Protection Principles means the principles applicable to the protection of Personal Data under Data Protection Law.

Data Subject has the meaning given under Data Protection Law.

Data Subject Access Request means a request by a Data Subject under Data Protection Law to access their Personal Data.

DBS Check means a check with the Disclosure and Barring Service (or any successor agency) of the most extensive type available in relation to a Supplier's person (having regard to the Order Type they are to undertake under this Contract) whether:

- they have any relevant criminal convictions; and/or
- there are other circumstances that may affect their eligibility to work with children or vulnerable adults.

Deleterious materials that are (either alone or in combination with other materials):

- generally accepted, or generally suspected, in the construction industry as posing a threat to the health and safety of any person; or posing a threat to the structural stability, performance or physical integrity of the works or any part or component of the works; or reducing, or possibly reducing, the normal life expectancy of the works or any part or component of the works;
- not in accordance with any relevant Standard, relevant code of practice or good building practice; or
- not in accordance with the guidelines contained in the edition of 'Good Practice in the Selection of Construction Materials' (British Council for Offices) current at the date of this Contract.

Delivery Location means the location for delivery of the Goods as set out in the Order or such other location as may be notified to the Supplier.

Delivery Restrictions means the specific instructions set out in the Order regarding the delivery and off-loading of the Goods.

Dutyholder Regulations means Part 2A of the Building Regulations 210 as inserted by the Building Regulations etc. (Amendment) (England) Regulations 2023 SI 2023/911, regulation 6 and where the Project includes work for or in connection with an HRB, the HRB Procedures Regulations as the same may be amended or updated;

Goods means the goods described in the Order.

Golden Thread Information means the information and documents (including previous versions of any document which has been updated) required in relation to the Project and which are required to be included in an electronic facility by the HRB Procedures Regulations;

Group Company means Guinness, all (if any) of Guinness's subsidiaries, holding companies or societies of which it is a subsidiary together with all subsidiaries of such holding companies or societies (in each case as defined in section 1159 of the Companies Act 2006 or sections 100 and 101 of the Co-operative and Community Benefit Societies Act 2014) and their successors in title.

Guinness Policies means any policies published or communicated to the Supplier. These include, but are not limited to, the "[Code of Conduct](#)" (including any Code of Conduct for sub-suppliers maintained by Guinness from time to time) "[Supply Chain Health & Safety Guidelines – Physical Works](#)" and "[External Contractors Safeguarding Guidance](#)".

Any policies and procedures may be updated from time to time.

Guinness Specification means any specification or description of requirements provided by Guinness and any proposal made by the Supplier if accepted by Guinness. This specification should be set out in Schedule 2, at 2a and includes documents incorporated by reference.

Health and Safety Law means all Law related to the protection of health and safety including the protection of the environment, the prevention of disease and the avoidance of industrial accidents.

HRB means a 'higher-risk building' as defined under the Higher-Risk Buildings (Descriptions and Supplementary Provisions) Regulations 2023 SI 2023/275 as the same may be amended or updated from time to time;

HRB Procedures Regulations means the Building (Higher-Risk Buildings Procedures) (England) Regulations 2023 SI 2023/909 as the same may be amended or updated from time to time;

HRB Accountable Person means an accountable person (including a principal accountable person) for a HRB under HRB Procedures Regulations;

HRB Building Control Approval any building control approval for HRB Works under HRB Procedures Regulations required before during or after the works including approval following a HRB Building Control Approval Application, any HRB Completion Certificate and any HRB Other Notice;

HRB Building Control Approval Application any application for HRB Building Control Approval;

HRB Building Regulations Competency Declaration the Building Regulations competency declaration or statement for HRB Works as defined in HRB Procedures Regulations;

HRB Change Control Application has the meaning given under HRB Procedures Regulations;

HRB Change Control Log has the meaning given under HRB Procedures Regulations;

HRB Change Control Plan has the meaning given under HRB Procedures Regulations;

HRB Completion Certificate the completion certificate or partial completion certificate issued by the Building Safety Regulator for HRB Works under HRB Procedures Regulations;

HRB Completion Certificate Application the application for a HRB Completion Certificate;

HRB Construction Control Plan has the meaning given under HRB Procedures Regulations;

HRB Controlled Change has the meaning given under HRB Procedures Regulations and is either a HRB Major Change or a HRB Notifiable Change;

HRB Fire and Emergency File has the meaning given under HRB Procedures Regulations;

HRB Golden Thread has the meaning given under HRB Procedures Regulations and includes any HRB Safety Case;

HRB Golden Thread Facility the electronic facility to be created and maintained for the purpose of holding the HRB Golden Thread Information in accordance with HRB Procedures Regulations;

HRB Golden Thread Information the information required by HRB Procedures Regulations to be included in the HRB Golden Thread Facility;

HRB Major Change has the meaning given under HRB Procedures Regulations;

HRB Mandatory Occurrence Reporting Plan the mandatory occurrence reporting plan as defined in HRB Procedures Regulations;

HRB Mandatory Occurrence Reporting System the mandatory occurrence reporting system as defined in HRB Procedures Regulations;

HRB Notifiable Change has the meaning given under HRB Procedures Regulations;

HRB Other Notice any notification to be given to the Building Safety Regulator for any HRB Works under HRB Procedures Regulations which is required before, during or after such works (other than a HRB Building Control Approval Application and any HRB Completion Certificate Application) including:

- any such notices and / or regularisation certificates required for works that are to be done as emergency works; and / or
- any such notices or other formalities in respect of any works for which no HRB Building Control Approval Application or HRB Completion Certificate Application is required.

HRB Partial Completion Strategy any partial completion strategy required under HRB Procedures Regulations;

HRB Reporting Person any designer (including the Principal Designer), any contractor (Including the Principal Contractor) and any other person who is a periodic visitor to a site;

HRB Residents' Engagement Strategy has the meaning given in Part 4 of the Building Safety Act 2022;

HRB Safety Case has the meaning given in Part 4 of the Building Safety Act 2022;

HRB Safety Occurrence a safety occurrence as defined in HRB Procedures Regulations;

HRB Works all works defined as "higher risk building works" under the Building Act 1984 (as amended) including both "HRB work" and "work to existing HRB" each as defined in the Building (Higher-Risk Buildings Procedures) (England) Regulations 2023.

Intellectual Property Rights means all Intellectual Property Rights (including without limitation patents, trademarks, designs, design rights, copyright, inventions, trade secrets, know-how and confidential information) and all applications for protection of any of the same.

Law means the following:

- any Act of Parliament or legislation;
- any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978);
- any exercise of the royal prerogative;
- any retained or assimilated European Union law in force in England and Wales;
- the EU/UK Trade and Co-operation Agreement (so far as directly applicable under the European Union (Future Relationship) Act 2020);
- any applicable judgement of a relevant court of law which is a binding precedent in England; and

- any determination, direction, statutory guidance or Code of Practice having the force of law.

Order means the order issued by Guinness which will specify the Goods and Services, and/or Works required, together with such supporting documents as may be issued to the Supplier set out in Schedule 2.

Order Type means the type of work being instructed through the Order, specifically whether it is in relation to Goods, Services, and/or Works.

Personal Data means personal data, within the meaning given by Data Protection Law, concerning either occupiers or Supplier's persons and which is obtained or processed in connection with the Order or this Contract.

Principal Contractor means the Supplier or other contractor named on the Order or any successor appointed by Guinness.

Principal Designer means the Supplier or other person named on the Order or any successor appointed by Guinness.

Processing has the meaning given under Data Protection Law and "Process" and "Processed" shall be construed accordingly.

Protective Measures means appropriate technical and organisational measures designed to ensure compliance with the obligations of the Parties under Data Protection Law and this Contract and which may include:

- pseudonymising and encrypting Personal Data;
- ensuring confidentiality, integrity, availability, and resilience of the Supplier's IT system,
- ensuring that the availability of and access to Personal Data can be restored in a timely manner after an incident; and
- regularly testing, assessing and evaluating the effectiveness of such measures adopted by the Supplier including any outlined in the Data Processing Table.

Project means the development of which the works form part;

Purchase Order means the Guinness purchase order or works order document which is raised by Guinness staff and issued to the Supplier to instruct the Supplier to carry out specified tasks forming part of the Order. Each individual Purchase Order is expected to be carried out in accordance with the terms of this Contract.

Services means the services as described in the Order.

Site Conditions means all of the physical and other conditions of the site at which any Works are carried out including access, delivery and similar arrangements, any existing structures on, under or around the site and sub-ground, ground and soil conditions in and around the site.

Special Category Data means special category data, within the meaning given by Data Protection Law, obtained or Processed in connection with the Order or this Contract.

Supplier means the person or persons, firm or company named on the Order and includes the Supplier's personal representatives, successors and permitted assignees.

Supplier Documents means all documents, data, information, text, drawings, diagrams, images or records in any electronic or tangible medium used or created in connection with this Contract or the Works including information provided under any BIM Protocol;

Works means the works and associated services and supplies as described in the Order.

2 Basis of Contract

- 2.1 The Date of Order set out on the Order form is specified to record when this Contract is entered into. Notwithstanding this provision, or any other provision of the Order, the

Contract shall have effect, whether it is for a single Order or for multiple Orders, as if it had been entered into upon the earlier of any act by the Supplier consistent with the performance of the Contract or the Date of Order set out in the Order form.

2.2 The Supplier shall comply with:

- 2.2.1 all the terms of the Contract based on the Contract Documents (which include documents incorporated by reference at Schedules 2a and 2b);
- 2.2.2 the Guinness Policies;
- 2.2.3 all relevant Law including but not limited to Health and Safety Laws, and where applicable, Building Safety Law;
- 2.2.4 any BIM Protocol;
- 2.2.5 any reasonable request from Guinness to assist with an enquiry or investigation in connection with this Contract for the purposes of Guinness complying with its legal and/or regulatory obligations, including but not limited to any procurement investigation under section 108 of the Procurement Act 2023.

2.3 The Supplier shall not specify or use anything which, at the time of specification or use, is Deleterious.

3 DBS Checks

3.1 The Supplier shall, to the extent that it is lawfully able to do so:

- 3.1.1 before any Supplier's person carries out any Work related Orders under this Contract either itself carry out or (as applicable) require the relevant sub-supplier to carry out a DBS Check on that Supplier's person;
- 3.1.2 immediately advise Guinness of any relevant convictions or concerns in relation to the Supplier's person, relating to working with children or vulnerable adults that are disclosed by the DBS Check; and
- 3.1.3 ensure that those DBS Checks are regularly updated either through the Disclosure and Barring Service update service or through carrying out further DBS Checks at least once every three (3) years.

3.2 The Supplier shall, within fourteen (14) days of a request from Guinness made at any time, provide to Guinness details of all Supplier's persons that are working in any way in connection with this Contract including:

- 3.2.1 the names of all such people;
- 3.2.2 the capacities in which each of them is employed;
- 3.2.3 confirmation whether a DBS Check has been undertaken in relation to each of them, together with the details of the results of any such DBS Check; and
- 3.2.4 such other information as is required by Guinness.

4 Goods and Services

- 4.1 Where the Order Type indicates that the Order relates to Goods and/or Services, then clauses 4,5 and 6 shall have effect in this Contract.
- 4.2 The Supplier shall supply the Goods and Services to Guinness in accordance with the Order.
- 4.3 The Supplier shall from the date set in the Order or the date on which it starts to complete the Order (whichever is earlier) and for the duration of this Contract carry out the Services in accordance with those standards, practices, methods and procedures and exercising that degree of skill, care and diligence which would reasonably and ordinarily be expected from a skilled and experienced supplier of the same discipline or profession as the Supplier engaged in providing similar services and under similar circumstances to the Services.
- 4.4 The Supplier undertakes to Guinness that it:
 - 4.4.1 is and its staff are competent to carry out the Services;
 - 4.4.2 has allocated and shall continue to allocate sufficient time and resources to enable it to properly carry out the Services;
 - 4.4.3 has used and shall use reasonable skill, care and diligence in performance of the Services; and
 - 4.4.4 shall comply with the reasonable instructions of Guinness from time to time
- 4.5 In respect of performance of the Contract by the Supplier, time shall be of the essence and subject to Clause 4.8 no extension to the date and/or time for delivery of the Goods and performance of the Services specified in the Order shall be permitted without the written consent of Guinness.
- 4.6 The Supplier warrants that the Goods shall:
 - 4.6.1 correspond to the type, quantities, descriptions and particular requirements (if any) contained in the Order;
 - 4.6.2 be fit for the purpose of their intended use; and
 - 4.6.3 comply with all applicable British Standards or their equivalents.
- 4.7 The Supplier shall keep a complete and up to date point in time record of the Goods supplied pursuant to the Contract and all other Goods supplied to Guinness pursuant to other contracts and will provide this information to Guinness within three (3) Business Days of such a request from Guinness.
- 4.8 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party and which by its nature could not have been foreseen by such party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from providing any of the Goods and Services for more than two (2) weeks, Guinness shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.
- 4.9 Guinness gives no representations or warranties to the Supplier about the amount or value of Services or Goods Guinness will instruct the Supplier to deliver under this

Contract. This Contract does not create any obligation on Guinness to raise Orders or Purchase Orders with the Supplier. Guinness may carry out services similar to the Services using either its own employees or by engaging other suppliers/service providers. The Supplier is not entitled to claim for any loss of profit, loss of business or otherwise if the volume or timing of Services under this Contract is different in amount, value or scope than anticipated.

4.10 When Purchase Orders are raised for Goods and Services if there is any conflict between terms associated with those Purchase Orders and the terms of this Contract, the terms of this Contract shall prevail.

4.11 No work relating to Services or Goods should commence until a valid Purchase Order has been received.

5 Delivery of the Goods

- 5.1 The Supplier shall ensure that the Goods are procured, processed (if necessary), loaded, delivered to and off-loaded at the Delivery Location in the quantity and on a Delivery Date set out in the Order in accordance with the Delivery Restrictions.
- 5.2 Until delivery of the Goods to the Delivery Location, the Goods shall be at the sole risk of the Supplier. The Supplier shall ensure that all loads are well secured and protected to prevent any nuisance or loss of Goods while in transit.
- 5.3 Upon completion of the off-loading of the Goods and upon Guinness being reasonably satisfied that the Goods comply with the requirements of the Contract, Guinness shall sign the Supplier's standard form acknowledging receipt in respect of such Goods. Guinness shall be under no obligation to sign an acknowledgement of receipt for any Goods not specified in the Order and insofar as the Goods are to be paid for by weight, authenticated weight tickets must be provided for the acknowledgement to be signed.
- 5.4 The acknowledgement of delivery in no way limits or excludes the liability of the Supplier under the Contract.
- 5.5 Guinness shall, in acknowledging delivery, act fairly and objectively. If Guinness believes that the delivery is not in accordance with the Contract it shall set out its reasons in writing to the Supplier by the end of the next Business Day after delivery of the Goods.

6 Title

- 6.1 Full and unencumbered title to the Goods shall pass to Guinness on the earlier of:
 - 6.1.1 date of acknowledgement of delivery relating to such Goods; and
 - 6.1.2 the date on which Guinness pays for the Goods;

and such title shall be free from any charge, lien, pledge or encumbrance of any nature either in favour of the Supplier or any other party.

7 Works

- 7.1 Where the Order Type indicates that the Order relates to Works, then clause 7 shall have effect in this Contract.

- 7.2 The Supplier shall:
- 7.2.1 carry out and complete the Works in a good, competent, and workmanlike manner;
 - 7.2.2 carry out the role of Principal Contractor and/or Principal Designer under the CDM Regulations and Building Safety Law where indicated in any Order;
 - 7.2.3 ensure that, where it is carrying out such role(s), it has the skills, knowledge, experience and organisational capability to act where applicable as Principal Contractor and as Principal Designer for the Works in each case in a manner that secures the health and safety of any person affected by those Works and in a manner that fulfils all applicable duties under Building Safety Law and the CDM Regulations;
 - 7.2.4 notify Guinness of any change in respect of its competency to act (each "where applicable") as Principal Contractor and / or Principal Designer;
 - 7.2.5 warrant that no 'serious sanction' (as defined in Building Safety Law) has occurred in relation to it within five years before the date of the Contract;
 - 7.2.6 ensure that all specialist Works are carried out by an appropriately qualified contractor, including but not limited to Works relating to asbestos, gas, electrical, damp and mould, damp proof course (where chemical injection is required) and/or fungus/beetle eradication works;
 - 7.2.7 ensure that it facilitates and co-ordinates all specialist Works carried out, including programming and arranging access so not to impede each contractor carrying out its work;
 - 7.2.8 where requested by Guinness, provide such documentary evidence in relation to specialist Works carried out as set out in clause 7.2.6; and
 - 7.2.9 ensure that it promptly reports to Guinness any signs of disrepair and/or health and safety issues (including but not limited to mould and damp) whilst carrying out a Order to enable Guinness to comply with its legal and regulatory requirements.
- 7.3 The Supplier shall ensure that the completed Works conform with and fulfil in all respects all necessary licences and consents which are necessary to progress the Works and which the Supplier shall obtain at its own cost unless otherwise indicated in the Order.
- 7.4 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Works, and shall allow Guinness to inspect such records at all reasonable times on request.
- 7.5 The Supplier warrants to Guinness that it has exercised and shall continue to exercise in carrying out any design or specification required for the Works all the reasonable skill and care to be expected from a qualified and competent supplier experienced in carrying out works of a similar scope and complexity to the Works. The Supplier shall notify Guinness of any error, discrepancy or omission in any document supplied in connection with the Works and shall correct such matters in respect of any Supplier Documents in accordance with Guinness's instructions. The Parties agree that such instructions shall not entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract.
- 7.6 The Supplier shall carry out the Works regularly and diligently and by or at any time specified in the Order. Time shall be of the essence and subject to clause 7.8 no extension to any date and/or time for delivery, performance and/or completion of the Works specified in the Order shall be permitted without the written consent of Guinness.
- 7.7 If the Supplier is granted access to Guinness 's premises, facilities or storage, the Supplier shall comply with the reasonable requirements of Guinness concerning access and access shall be at the Supplier's risk.
- 7.8 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from providing any of the Services for more than two (2) weeks, Guinness shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.
- 7.9 The Supplier shall have entire responsibility for ascertainment of and dealing with Site Conditions in any way relevant to the Works or the carrying out of the Works and shall be deemed to have fully acquainted itself with such Site Conditions and to have obtained all necessary information as to risks, contingencies and all other circumstances which may influence or affect the Works or the execution of the Works. No failure on the part of the Supplier to discover or foresee any such Site Conditions, shall entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract. Save where the contrary is agreed in writing from Guinness to the Supplier, the Supplier may not rely upon any survey, report or other document prepared by or on behalf of Guinness regarding any Site Conditions and Guinness makes no representation or warranty as to the accuracy or completeness of any such survey, report or document.
- 7.10 Where the Services are provided in respect of any HRB Works the Supplier warrants that:
- 7.10.1 the Supplier is a competent person in relation to those Works and will allocate all adequate resources to enable them to comply with their obligations under HRB Procedures Regulations;
 - 7.10.2 the Supplier shall promptly when requested by Guinness to do so, provide a HRB Building Regulations Compliance Declaration and / or HRB Building Regulations Competency Declaration;
 - 7.10.3 the Supplier shall comply with all instructions of the Building Safety Regulator, including any compliance or stop notices in relation to such Works;
 - 7.10.4 all information in any HRB Building Regulations Competency Declaration and / or HRB Building Regulations Compliance Declaration is true and accurate and that in relation to any HRB Approval requiring signed statements by Guinness that the matters to be addressed by such statements are true and accurate in so far as they relate to the Supplier's obligations

- under this Contract relating to HRB Procedures Regulations; and
- 7.10.5 where any Services are sub-contracted, all sub-suppliers shall promptly:
- (a) provide all HRB Golden Thread Information required under HRB Procedures Regulations in order to enable it to be stored in the HRB Golden Thread Facility; and
 - (b) notify the Principal Designer and Principal Contractor of any incidents or situations that should be reported through the HRB Mandatory Occurrence Reporting System in accordance with HRB Procedures Regulations.
- 7.11 Where the Services are provided in respect of any HRB Works the Supplier shall unless expressly excluded or otherwise agreed in writing with Guinness:
- 7.11.1 Where any HRB Building Control Approval is required, supply (in good time having regard to such reasonable programme constraints as are notified by Guinness to the Supplier) all information relevant to the Services to enable the Contractor to submit to the Building Safety Regulator the HRB Building Control Approval Application, the HRB Completion Certificate Application and any HRB Other Notices as required by the Building Safety Regulator in accordance with HRB Procedures Regulations;
- 7.11.2 Where a HRB Major Change or a HRB Notifiable Change is proposed to any HRB Works, supply all information relevant to the Services to enable the Contractor to make a HRB Change Control Application or notify, as applicable, the Building Safety Regulator in accordance with HRB Procedures Regulations;
- 7.11.3 supply all information relevant to the Services to enable Guinness to maintain in accordance with HRB Procedures Regulations the following documents:
- (a) HRB Construction Control Plan;
 - (b) HRB Change Control Plan;
 - (c) HRB Change Control Log;
 - (d) HRB Mandatory Occurrence Reporting Plan;
 - (e) HRB Fire and Emergency File;
 - (f) HRB Building Regulations Competency Declaration;
 - (g) HRB Building Regulations Compliance Declaration; and
 - (h) HRB Partial Completion Strategy, if applicable.
- 7.11.4 liaise and co-operate with Guinness, the Contractor and Building Safety Regulator in relation to the above documents and information as required by the Building Safety Regulator (including providing copies of documents and / or information as reasonably required);
- 7.11.5 promptly provide HRB Golden Thread Information to Guinness to enable it to be stored in the HRB Golden Thread Facility and share HRB Golden Thread Information with others as necessary or desirable to ensure that the HRB Golden Thread Facility is properly maintained and updated in accordance with HRB Procedures Regulations and any other requirements or procedures specified by Guinness (including details of any impact the HRB Works may have on any such information and any existing HRB Safety Case or HRB Residents' Engagement Strategy for any Works to an existing HRB);
- 7.11.6 provide promptly and without charge (and procure that all officers, employees, agents or sub-suppliers provide) all information relevant to the Services to each HRB Accountable Person that HRB Procedures Regulations requires to be provided to that HRB Accountable Person
- 7.11.7 comply with the HRB Mandatory Occurrence Reporting System and HRB Mandatory Occurrence Reporting Plan in accordance with HRB Procedures Regulations where already in place (for any works to an existing HRB) or (where being established for a new HRB), cooperate with Guinness as required by Guinness to established the HRB Mandatory Occurrence Reporting System and HRB Mandatory Occurrence Reporting Plan;
- 7.11.8 take reasonable steps to ensure each HRB Reporting Person is provided with adequate instruction and information on the HRB Mandatory Occurrence Reporting System and the incidents or situations that should be reported by the HRB Reporting Person through the HRB Mandatory Occurrence Reporting System;
- (a) in the case of a designer or contractor, before beginning any work in relation to the Project; and
 - (b) in the case of any other person, as soon as reasonably practicable after first entering the site of the Project; and
- 7.11.9 in accordance with HRB Procedures Regulations ensure an appropriate frequency of inspections of the Works for HRB Safety Occurrences;
- 7.11.10 where the Supplier is the Principal Designer for HRB Procedures Regulations purposes, ensure that each HRB Safety Occurrence is notified and reported to the Building Safety Regulator and a copy is provided to Guinness, in accordance with HRB Procedures Regulations (or where the Supplier is not the Principal Designer, liaise and co-operate with the Principal Designer to ensure this occurs);
- 7.11.11 for each HRB Safety Occurrence relating to any part of the Project which is impacted upon by the Services, consider whether a HRB Controlled Change may be necessary to remedy the HRB Safety Occurrence and, if so, liaise with Guinness and the Contractor accordingly.

7.12 Guinness gives no representations or warranties to the Supplier about the amount or value of Works Guinness will instruct the Supplier to deliver under this Contract. This Contract does not create any obligation on Guinness to raise Orders or Purchase Orders with the Supplier. Guinness may carry out works similar to the Services using either its own employees or by engaging other suppliers or contractors. The Supplier is not entitled to claim for any loss of profit, loss of business or otherwise if the volume or timing of Works under this Contract is different in amount, value or scope than anticipated.

7.13 When Purchase Orders are raised for Works if there is any conflict between terms associated with those Purchase Orders and the terms of this Contract, the terms of this Contract shall prevail.

7.14 No Works should commence until a valid Purchase Order has been received.

8 Rectification

8.1 The Supplier will make good by replacement or repair (as Guinness's shall specify) any defects in the completed Order or any Purchase Order and shall bear any reasonable expenses incurred by Guinness as a consequence of such defects including, where necessary, the costs of opening up or dismantling of other works or assemblies to permit such replacement and of re-assembly and making good after replacement and testing to Guinness's reasonable satisfaction subject to Guinness taking reasonable steps to mitigate the amount and cost of such works. Failure by the Supplier to make good any such defect (save for such minor defects as do not affect the intended use of the Order) shall entitle Guinness to refuse to acknowledge delivery or, if delivery has been acknowledged, to invalidate such acknowledgement.

9 The Contract Price and Invoicing

9.1 The sum payable to the Supplier for the satisfactory completion of each Purchase Order shall be as set out in the Purchase Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Purchase Order. Such charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Purchase Order. Costs are presumed to be fixed without any inflationary provisions unless this is expressly agreed in advance between the Supplier and Guinness in writing. Each Purchase Order shall contain a unique Order reference number.

9.2 The Supplier shall send Guinness an application for payment in respect of the relevant Purchase Order on completion of the Purchase Order, or other milestone(s) as specified in the Purchase Order, but not more frequently than once in each calendar month in respect of all Purchase Orders completed in that month.

9.3 Each application for payment submitted by the Supplier shall set out (a) the Purchase Order number, (b) the Guinness regional/area office which issued the Purchase Order, (c) the property where the Purchase Order was to be undertaken (if applicable), (d) a brief description of the Purchase Order, (e) the amount which the Supplier considers is due and the basis for that calculation, and (f) any other guidance which Guinness may include within any Purchase Order issued. Where the application for

payment is undisputed by Guinness, the due date for each payment shall be the date of the application for payment (the "Due Date"). The final date for payment shall be thirty (30) days following the Due Date (the "Final Date for Payment").

9.4 If the Order Type is Works, then

9.4.1 Within five (5) days from each Due Date, Guinness shall issue a notice setting out the sum it considers to be payable and the basis for that calculation (a "Payment Notice") and/or no later than two (2) days before the Final Date for Payment may issue a notice setting out the sum it considers to be payable and the basis of that calculation (a "Pay Less Notice"); and

9.4.2 The amount payable by Guinness in relation to each application for payment shall be the amount set out in any Pay Less Notice, or where no Pay Less Notice is issued the amount set out in the Payment Notice, or where no Pay Less Notice or Payment Notice is issued the amount set out in the application for payment.

9.5 Where Guinness disputes any sums requested in an application for payment or where the application for payment does not meet the requirements of this Contract, Guinness shall notify the Supplier without undue delay.

9.6 Each application for payment must be issued to the Payments Processing at Bower House, 1 Stable Street, Hollinwood, Oldham OL9 7LH or at an email address specified in the Order or otherwise agreed with Guinness. Guinness does not accept applications by any other means.

9.7 Guinness shall not be under any obligation to make payment in relation to any disputed application for payment and/or which does not satisfy the requirements of this Contract.

9.8 Interest is payable at four (4) per cent above the Bank of England's base rate (as altered from time to time) on any undisputed amounts which are not paid by the Final Date for Payment between the period starting with the Final Date for Payment and ending on the date the undisputed amount is paid.

10 Intellectual Property Rights

10.1 The Supplier grants (or procures that and sub-contractor grants) to Guinness an irrevocable, royalty free licence to use and copy all Supplier Documents for any purpose whatsoever connected with the Order or the property where the Order is carried out. The licence shall survive termination of this Contract, carries the right for Guinness to grant sub-licences in similar terms and shall be transferable.

10.2 The Supplier hereby warrants that Guinness's (and its transferees and sub-licencees') use of the Documents shall not infringe the intellectual property rights of any third party and indemnifies Guinness against any losses, claims, expenses or similar which it incurs as a result of the Supplier's breach of this clause 10. 2..

11 Indemnity and Insurance

11.1 Without prejudice to any rights of Guinness, the Supplier shall indemnify Guinness against all matters of any kind arising in contract, tort, statute or otherwise directly or indirectly out of the wrongful act, default, statement (whether in writing or otherwise), breach of

contract or negligence of the Supplier, its sub-suppliers, employees or agents in the course of or in connection with the Contract.

- 11.2 The Supplier shall effect and maintain during the progress of any Order public and employer's liability and other insurances with a reputable company necessary to cover the risks contemplated by the Contract and shall at the request of Guinness produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due under such policies. Public liability cover of at least £10 million in relation to each and every event shall be obtained, unless agreed otherwise with Guinness in writing.
- 11.3 Where the Order Type is Works or Services, the Supplier shall (unless agreed otherwise in writing by Guinness) maintain professional indemnity insurance at such level as is specified in the Order or, where no such level is specified, with a minimum limit of indemnity of £5 million in respect of each and every claim and without unusual or onerous conditions until the date which is 12 years after the date on which the Works are last provided.
- 11.4 When the Order Type is Goods, the Supplier shall maintain product liability insurance at such level as is specified in the Order or, where no such level is specified, with a minimum limit of indemnity of £2 million in respect of each and every claim and without unusual or onerous conditions until the date which is 6 years after the date on which the Goods are last supplied.

12 Confidentiality and Information

- 12.1 The Supplier shall keep in strict confidence all information provided by or on behalf of Guinness in connection with the Contract. The Supplier shall not disclose any such information save as required by law or to the extent that such disclosure is strictly required in order for the Supplier to fulfil its obligations to Guinness in relation to the Order. Where such disclosure is required, the Supplier shall ensure that any party to whom information is disclosed is subject to confidentiality obligations equivalent to those in this clause 12. This clause 12 shall survive termination of the Contract.
- 12.2 The Supplier shall provide such assistance as Guinness reasonably requires to enable Guinness to comply with its obligations under the Social Tenants Access to Information Requirements Scheme or the Environmental Information Regulations 2004.
- 12.3 The Supplier agrees to maintain an accurate, complete and up-to-date record of activities performed, transactions conducted and decisions made, to evidence performance under contract and demonstrate compliance with all applicable legal and regulatory requirements regarding knowledge and information management. These records shall be made available to Guinness upon reasonable request within 5 days, and retained in line with the retention rules set by The Guinness Partnership Limited or returned/deleted at the end of the contract as agreed. Any inaccuracies, omissions or failure to provide transparency in records management shall be considered a breach of this agreement.

13 Data Protection

- 13.1 Each party shall comply with Data Protection Law when Controlling or Processing Personal Data under this Contract. This includes complying with the Data Protection Principles and upholding the rights of Data Subjects under Data Protection Law.
- 13.2 Each party shall ensure they have all necessary and appropriate legal bases required for the lawful Processing

of Personal Data under this Contract (including any transfer of Personal Data to the other Party).

- 13.3 Each Party shall designate its own Data Protection Officer if Data Protection Law so requires.
- 13.4 The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed under this Contract are set out in the Data Processing Table.
- 13.5 Where the Supplier Processes Personal Data of which Guinness is the Data Controller the Supplier shall:
 - 13.5.1 do so only on written instructions from Guinness (the first such instructions being those set out in this Contract) as revised by Guinness from time to time (where applicable) in accordance with clause 13.13;
 - 13.5.2 do so only as authorised by this Contract (and not as determined by the Supplier);
 - 13.5.3 promptly comply with Guinness's written instructions and requirements from time to time, including any requests to amend, delete or transfer Personal Data;
 - 13.5.4 immediately inform Guinness if the Supplier thinks that it has been given an instruction which does not comply with Data Protection Law;
 - 13.5.5 take all reasonable steps to ensure the reliability and integrity of all persons (including employees) whom the Supplier authorises to Process the Personal Data and ensure that those persons:
 - (a) are aware of and comply with the Supplier's obligations under this clause 13,
 - (b) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (c) are informed of the confidential nature of the Personal Data and do not Process, publish, disclose or divulge any of the Personal Data other than in accordance with this Contract or the written instructions of Guinness; and
 - (d) have undergone adequate training in Data Protection Law, the confidentiality, security, use, care, protection and handling of Personal Data and the Supplier's obligations as Data Processor under this Contract.
 - 13.5.6 fully cooperate with and assist Guinness, by having appropriate technical and organisational measures in place, to give effect to the rights of Data Subjects and respond to requests for exercising the Data Subject's rights including Data Subject Access Requests;
 - 13.5.7 Process the Personal Data in such a manner that ensures that at all times Guinness complies with Data Protection Law;

- 13.5.8 maintain complete and accurate records and information of any Processing of Personal Data it carries out on behalf of Guinness which are sufficient to demonstrate compliance by Guinness and the Supplier with Data Protection Law and this clause 13;
 - 13.5.9 on request, provide Guinness promptly with all information that Guinness needs to show that both Guinness and Supplier have complied with their data protection obligations under this Contract; and
 - 13.5.10 at the option of Guinness, either irretrievably delete or return all Personal Data to Guinness by the date set out in the Data Processing Table (unless the Supplier is required by law to retain that Personal Data).
- 13.6 The Supplier shall maintain appropriate Protective Measures (which Guinness may reasonably reject) which are appropriate to protect against a Data Loss Event. If Guinness reasonably rejects Protective Measures put in place by the Supplier, the Supplier must propose alternative Protective Measures to the satisfaction of Guinness. Failure to reject shall not amount to approval by Guinness of the adequacy of the Protective Measures. Protective Measures must take account of:
- 13.6.1 the nature of the Personal Data to be protected;
 - 13.6.2 the harm that might result from any Data Loss Event including the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons..
 - 13.6.3 the scope, context and purpose of the Processing of the Personal Data concerned;
 - 13.6.4 the state of technological development; and
 - 13.6.5 the cost of implementing any measures;
- 13.7 The Supplier shall not transfer any Personal Data outside of the United Kingdom unless the prior written consent of Guinness has been obtained and the following conditions are fulfilled:
- 13.7.1 the destination country has been recognised as adequate by the UK government in accordance with Data Protection Law; or;
 - 13.7.2 An International Data Transfer Risk Assessment has been carried out and appropriate safeguards have been put in place in relation to the transfer (in accordance with Data Protection Law) as determined by Guinness;
 - 13.7.3 Data Subjects have enforceable rights and effective legal remedies;
 - 13.7.4 the Supplier complies with the Supplier's obligations under Data Protection Law by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist Guinness in the meeting its obligations); and
 - 13.7.5 the Supplier complies with any instructions notified to the Supplier by Guinness with respect to the Processing of that Personal Data.
- 13.8 The Supplier shall notify Guinness immediately (and provide further information as details become available) if the Supplier:
- 13.8.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 13.8.2 receives a request to rectify, block or erase any Personal Data;
 - 13.8.3 receives any other request, complaint or communication relating to either Party's obligations under Data Protection Law;
 - 13.8.4 receives any communication from the Information Commissioner or any other regulatory body in connection with Personal Data processed under this Contract;
 - 13.8.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by law; or
 - 13.8.6 becomes aware of a Data Loss Event, in which case the notification shall:
 - (a) describe the nature of the Data Loss Event including the categories and number of Data Subjects and records concerned;
 - (b) communicate the name and contact details of all persons from whom more information can be obtained about the Data Loss Event;
 - (c) describe the likely consequences of the Data Loss Event; and
 - (d) describe the measures taken by the Supplier and the measures which the Supplier wishes Guinness (at the expense of the Supplier) to take to address the Data Loss Event and mitigate its possible adverse effects.
- 13.9 The Supplier shall give Guinness immediate and full co-operation and assistance in relation to any Data Loss Event including:
- 13.9.1 taking all reasonable steps Guinness requires to assist in the containment, mitigation, remediation and investigation of such Data Loss Event;
 - 13.9.2 providing assistance with notifying the Information Commissioner's Office or affected Data Subjects of any breach of Data Protection Law;
 - 13.9.3 providing Guinness promptly with all relevant information in the Supplier's possession; and
 - 13.9.4 where the Data Loss Event involves Personal Data being lost, damaged, corrupted or unusable, promptly restoring that Personal Data at the Supplier's expense.
- 13.10 Taking into account the nature of the Processing, the Supplier shall provide Guinness with full assistance in relation to either Party's obligations under Data Protection Law and any complaint, communication or request made under clause 13.8 (and insofar as possible within the timescales reasonably required by Guinness), promptly providing Guinness with:
- 13.10.1 full details and copies of the complaint, communication or request;

- 13.10.2 such assistance as Guinness reasonably requests to enable Guinness to comply with a Data Subject Access Request within the relevant timescales set out in Data Protection Law;
 - 13.10.3 at Guinness's request, any Personal Data it holds in relation to a Data Subject Access Request; and
 - 13.10.4 such assistance as Guinness requests with respect to any request from the Information Commissioner's Office, or any consultation by Guinness with the Information Commissioner's Office.
- 13.11 The Supplier shall provide reasonable assistance to Guinness in the preparation of any Data Protection Impact Assessment before commencing any Processing and whenever reasonably required by Guinness. Such assistance may include (at the discretion of Guinness):
- 13.11.1 a systematic description of the envisaged Processing operations and the purpose of the Processing;
 - 13.11.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Order;
 - 13.11.3 an assessment of the risks to the rights and freedoms of Data Subjects; and / or
 - 13.11.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 13.12 Guinness or an auditor designated by Guinness may inspect and audit the Supplier's facilities for Processing the Personal Data of which Guinness is Data Controller to ensure they comply with this Contract and Data Protection Law.
- 13.13 Guinness may revise their instructions to the Supplier on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision shall not entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract. Guinness shall use reasonable endeavours to give the Supplier as much notice of the revision as possible, consistent with their obligation to comply with Data Protection Law and protect against any Data Loss Event.
- 13.14 If the Supplier is in breach of Data Protection Law or this clause 13, Guinness may suspend the transfer of Personal Data to the Supplier until the breach is remedied to Guinness's satisfaction.
- 13.15 Nothing in this Contract requires either Party to disclose any information to the other Party or any third party if to do so would breach Data Protection Law. If any part of this clause 13 does not comply with Data Protection Law, Guinness may amend that part (to the minimum necessary to ensure such compliance) by giving the Supplier at least 30 (thirty) Working Days' notice. The Parties agree that such amendment shall not entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract.
- 13.16 Guinness may replace this clause with any applicable Data Controller to Data Processor standard clauses forming part of an applicable certification scheme (as defined under Data Protection Law) at any time by giving the Supplier at

least 30 (thirty) Working Days' notice. The Parties agree that such amendment shall not entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract.

- 13.17 The Parties shall take account of any guidance issued by the Information Commissioner's Office. Guinness may amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office by giving the Supplier at least 30 (thirty) Working Days' notice. The Parties agree that such amendment shall not entitle the Supplier to any additional payment, be a compensation event, lead to any paid or unpaid extension of time or be treated as a variation to this Contract.

14 Termination

- 14.1 Without prejudice to clause 14.2, Guinness may by notice in writing terminate the Contract in whole or in part (and enter upon and expel the Supplier from Guinness's premises or site to which the Supplier has been given access) if any of the following events occur. No minimum or particular period of notice shall be required but the notice shall state the date on which it takes effect:
 - 14.1.1 the Supplier is found to have been or becomes an "excluded supplier" as defined in section 57(1) or an "excludable supplier" as defined in section 57(2) of the Procurement Act 2023 either during any tender process or since the placing of the Order;
 - 14.1.2 the Supplier has failed to complete the Order within a reasonable time or by such date(s) as are specified in the Order;
 - 14.1.3 the Supplier has materially breached the Contract;
 - 14.1.4 the Supplier has (without reasonable cause) failed to proceed regularly and diligently with the Order or (without lawful reason) suspends performance of the Order;
 - 14.1.5 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - 14.1.6 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
 - 14.1.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company);
 - 14.1.8 the Supplier (being an individual) is the subject of a bankruptcy petition order;

- 14.1.9 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within fourteen (14) days;
- 14.1.10 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a company);
- 14.1.11 a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 14.1.12 a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- 14.1.13 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 14.1.5 to clause 14.1.12 (inclusive);
 - (a) the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business; or
 - (b) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health Law.

14.2 Guinness may at any time and without having to give any reason terminate the Contract by giving not less than ten (10) days written notice.

14.3 Notwithstanding any other provision of this Contract, Guinness shall have no liability whatsoever to the Supplier as a result of its termination of the Supplier's engagement in accordance with this clause 14 other than that following termination in accordance with clauses 14.2 or 7.8 only, the Supplier shall be entitled to be paid in relation to Purchase Orders carried out in accordance with this Contract prior to the date of termination but shall not be entitled to be paid any other or greater amount including, without limitation, in respect of any lost profits, lost opportunities or similar, or any other form of indirect or consequential loss.

14.4 Guinness may cancel a Purchase Order after issuing them without terminating this Contract. The Supplier shall be entitled to be paid in relation to work successfully completed to the required standard under a Purchase Order prior to the date of cancellation, but shall not be entitled to be paid any other or greater amount including, without limitation, in respect of any lost profits, lost opportunities or similar, or any other form of indirect or consequential loss.

15 Assignment and Sub-contracting

15.1 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Guinness. Unless otherwise agreed with Guinness, the Supplier shall secure approval of the relevant subcontract terms from Guinness and shall procure collateral warranties from any sub-contractor of

any tier in favour of Guinness in such form as Guinness reasonably requires (based upon the form attached to the Order in Schedule 2 or otherwise agreed with Guinness) as a condition of giving such consent.

15.2 Where Guinness provides written consent to the Supplier to subcontract all or any of its rights or obligations under the Contract, the Supplier shall ensure that payment provisions equivalent to those set out in clause 9.2 to 9.5 are included in any subcontract.

15.3 Guinness may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

16 Disputes

16.1 In the event of a dispute between the parties or any action which could result in a dispute or difference arising between them, the parties agree first (subject always to clause 16.4) to try to settle the disagreement by mediation.

16.2 The mediation shall be commenced by giving a written notice to the other party at the address given for that party in the Order (unless a different address is notified to the other party). The notice shall include a brief statement of the matter or matters which it is desired to settle by mediation and a brief statement of the relief or remedy sought.

16.3 The mediation will be attended by nominees of Guinness and the Supplier, who should preferably be directors of the parties not personally involved with the Contract.

16.4 Where the Order Type is Works, either party may refer a dispute to adjudication at any time. The adjudication shall be conducted in accordance with the Technology and Construction Solicitors' Association rules for adjudication current at the date of referral.

16.5 Where the Order Type is Works and the Supplier has given Guinness not less than 7 days' notice, the Supplier may suspend the provision of the Works where it has not been paid by the Final Date for Payment until such time as the payment is made.

16.6 Where the Supplier exercises its rights under clause 16.5, it shall be entitled to recover from Guinness a reasonable amount in respect of costs and expenses it reasonably incurs as a result.

17 Modern Slavery

17.1 The Supplier warrants that neither the Supplier nor any of its employees:

17.1.1 have been convicted of any offence involving slavery or human trafficking; or

17.1.2 have, to the best of the Supplier's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any Statutory Authority regarding any offence or alleged offence of, or in connection with, slavery or human trafficking.

17.2 The Supplier warrants that neither the Supplier nor any of its employees:

- 17.2.1 have been convicted of any offence involving bribery, corruption, fraud or dishonesty;
- 17.2.2 have, to the best of the Supplier's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any statutory authority regarding any offence or alleged offence involving bribery, corruption, fraud or dishonesty; or
- 17.2.3 has been listed by any regulatory body as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government contracts.

17.3 The Supplier shall respond promptly to any questionnaire or due diligence enquiries from or on behalf of the Employer relating to modern slavery and human trafficking and/or bribery and corruption and warrants that any such information provided shall be true and accurate in all material respects having made such internal enquiries as would be expected by a reasonably prudent and diligent Supplier.

18 Third Party Rights

- 18.1 Any Group Company may enforce this Contract.
- 18.2 Subject to clause 18.1 , nothing in this Contract confers any benefit on any person or organisation who is not a party to this Contract.

19 Waiver

- 19.1 A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 19.2 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

20 Governing Law

The Contract shall be governed by and construed in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the English Court.

Agreed by the parties on the date set out on the Order

Signed on behalf of The Guinness Partnership by:

Signature: Carol Morrison

Print Name: _____

Position in organisation: _____

Date:

Signed on behalf of Barwin Roofing and Construction Services Ltd by:

Signature: Gary Clay

Print Name: Gary Clay

Position in organisation: Managing Director

Date:

Schedule 1- Data Processing Table

<p>Identity of the Data Controller and Data Processor:</p>	<p>The Parties acknowledge that under this Contract for the purposes of Data Protection Law:</p> <p>Guinness is the Data Controller of Personal Data concerning occupiers and will be processing the data as Data Processor</p> <p>Guinness is the Data Controller of Personal Data concerning Staff and will be the Data Controller / Processor of any such Personal Data</p>
<p>Subject matter of Processing (including types of Personal Data that may be Processed and categories of Data Subject):</p>	<p>No personal data will be issued to Supplier.</p>
<p>Nature and purpose of Processing:</p>	<p>No data to be processed.</p>
<p>International transfers and legal gateway:</p>	<p>International transfers of Personal Data are not expected though might be permitted under certain circumstances when all relevant elements of clause 13.7 have been satisfied.</p>
<p>Duration of Processing and plan for return or destruction of Personal Data once the Processing is complete:</p>	<p>20 (twenty) days following completion of the Order Personal Data should be:</p> <p>Deleted</p>
<p>Data Protection Officers:</p>	<p>Contact details for the Parties' Data Protection Officers are:</p> <ul style="list-style-type: none"> • for Guinness: dataprotectionofficer@guinness.org.uk • for the Supplier <p>as confirmed by the Supplier in writing within 5 Business Days of entering into the Contract</p>

Schedule 2- Order form and supporting documents (2a Specification, 2b Pricing, 2c Form of Collateral Warranty where applicable)

Schedule 2 Order form

<p>Date of Order:</p> <p>State the Contract Period: 3 months starting from the Date of Order</p>	<p>THE GUINNESS PARTNERSHIP LIMITED, a registered Charitable Community Benefit Society registered number: 031693R</p> <p>CITY RESPONSE LIMITED, trading as Guinness Property, Company Registration No: 04471280</p> <p>GUINNESS DEVELOPMENTS LIMITED, Company Registration No: 04175094</p> <p>Registered office: 7th Floor, 350 Euston Road, Regent's Place, London, NW1 3AX ("Guinness") TGP and all subsidiaries are registered at 350 Euston Rd.</p> <p>Confirm if Guinness Entity is or is not CIS Registered: TGPL are not contractors for CIS. Guinness Property, GDL and GHL are registered contractors under CIS</p>	<p>Supplier: Barwin Roofing and Construction Services Ltd</p> <p>Company Number:</p> <p>Whose registered office is at: 81 Rivington Street London EC2A 3AY</p> <p>Is the Supplier VAT registered: Yes</p>
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Project Title: TIC MOULD CONTROL LTD		
ORDER TYPE :		
GOODS	SERVICES X	WORKS X
<p>Description of the Services / Works Refurbishment of property as more particularly described in the Specification (Schedule 2a).</p>		
<p>Anticipated maximum sum payable to the Supplier by Guinness under the Contract: £109,000 (exc. VAT) in accordance with the attached breakdown of amounts (Schedule 2b) & any agreed milestones. This is not a guaranteed level of spend.</p>		<p>Supplier's data protection officer: TBC</p> <p>Guinness's data protection officer: dataprotectionofficer@guinness.org.uk</p>
GOODS OPTIONS		
<p>Delivery Date: As set out in Purchase order</p> <p>Delivery Location: Various</p>	<p>Delivery Restrictions: As set out in Purchase Order</p>	
<p>Product liability insurance to be held by the Supplier is £ 5 million in respect of each and every claim</p>		
SERVICES AND WORKS OPTIONS		
<p>Commencement Date: As set out in Purchase Order</p> <p>Completion Date: As set out in Purchase Order</p>	<p>Location of the Services and/or Works 117 Fishermead Boulevard</p>	
<p>Professional indemnity insurance to be held by the Supplier is £2 million in respect of each and every claim (design work and services only) - n/a</p>	<p>Building Regulations & Building Safety Law: Principal Contractor: the Supplier Principal Designer: the Supplier</p>	<p>CDM Regulations: Principal Contractor: the Supplier Principal Designer: the Supplier</p>

The Supplier shall procure **collateral warranties** from agreed **subcontractors** in the form as included as a supporting document to the Contract with this Order. NO

BIM Protocol N/A

Order

1. The Supplier shall carry out and complete this Order, as more particularly described in the Guinness Specification at Schedule 2a, in accordance with Guinness's Standard Terms and Conditions dated 1ST November 2025 and attached to this Order. Single Orders and multiple Orders with the same Supplier under one Contract are understood to be the Order/s referred to in those Standard Terms and Conditions and terms in Order have the same meanings as in the Standard Terms and Conditions.
2. It is a condition precedent to the Supplier's right to payment that the Supplier shall have counter-signed the Contract and returned it to Guinness.

Schedule 2a, Supporting document- Specification insert specification



certificate.pdf

Schedule 2b, Supporting document – Pricing



Invoice
INV-0044.pdf

Schedule 2c, Supporting document- Form of Collateral Warranty – N/A

DATE

20__]

[Sub- Contractor]

and

[Client: Guinness Group entity stated in the Order]

and

[COUNTER-SIGNATORY: the supplier stated in the Order]

Collateral Warranty

IN FAVOUR OF THE CLIENT

Anthony Collins Solicitors LLP
www.anthonycollins.com

Ref []

DEED OF COLLATERAL WARRANTY (“this Warranty”) dated 20__

PARTIES:

- (1) **[SUB-CONTRACTOR]** (company number []) whose registered office is at [] (“**the Sub-Contractor**”);
- (2) **[CLIENT: THE GUINNESS GROUP ENTITY STATED IN THE ORDER]** (company number []) whose registered office is at [] (“**the Beneficiary**”)
- (3) **[COUNTER-SIGNATORY THE SUPPLIER STATED IN THE ORDER]** (company number []) whose registered office is at [] (“**the Contractor**”))

INTRODUCTION:

- (A) The Client has entered into a contract (“**the Contract**”) with the Contractor for **the Works** (as defined in the Contract).
- (B) The Contractor has engaged the Subcontractor by a sub-contract dated [insert date] (“**the Subcontract**”) to provide [insert description of the subcontract works] (“**the Subcontract works**”).]
- (C) The Beneficiary is the Client.
- (D) The Sub-Contractor, has agreed to enter into this Deed for the benefit of the Beneficiary.

THIS DEED WITNESSES as follows:

1 Definitions

1.1 In this Warranty

- 1.1.1 **terms defined in the Sub-Contract have the same meanings;**
- 1.1.2 **references to Clauses are to clauses of this Warranty unless stated otherwise;**
- 1.1.3 **the headings do not affect its interpretation;**
- 1.1.4 **the terms “including”, “include” and “in particular” are illustrative only and do not limit words that precede them; and**
- 1.1.5 **references to a Party include its permitted successors in title and assignees.**

2 STANDARD OF CARE

- 2.1 **The Sub-Contractor warrants that in designing any part of the Subcontract Works it has exercised and continues to exercise all reasonable skill and care to be expected of a properly qualified, experienced and competent professional designer experienced in carrying out work of a similar size, scope and complexity to the Subcontract Works.**
- 2.2 **The Sub-Contractor warrants that it has and will continue to comply with the Sub-Contract and that where applicable to its duties under the Sub-Contract, in selecting goods and materials for the Subcontract Works;**
 - **it specifies materials for use in the Subcontract Works in accordance with the guidelines in the British Council for Offices publication “Good Practice in Selection of Construction Materials” current at the date of specification;**

- **it does not to specify or permit the use of any materials or goods for use in Subcontract Works which at the time of use do not conform with British Standards or Codes of Practice.**

3 LIMITATION OF LIABILITY

- 3.1 In any action or proceedings brought by the Beneficiary under this Warranty the Sub-Contractor may rely on any exclusion or limitation of liability that it would have against the Beneficiary and may raise equivalent rights of defence of liability (other than any rights of set-off or counterclaim) as if the Beneficiary had been named as joint client with the original client under the Sub-Contract.**
- 3.2 The Sub-Contractor's obligations under Clause 2.1 are not released or diminished by any independent enquiry on behalf of the Beneficiary or any party to the Sub-Contract into any matter to which this Warranty relates.**

4 Step in Rights

- 4.1 Unless the Beneficiary serves notice under Clause 4.2 or Clause 4.4:**
- 4.1.1 the Beneficiary has no authority to issue to directions, instructions or orders under the Sub-Contract; and**
 - 4.1.2 the Beneficiary has no liability to the Sub-Contractor for any amount due under the Sub-Contract.**
- 4.2 If the Beneficiary serves notice on the Sub-Contractor that the Contract has been terminated the Sub-Contractor accepts the instructions of the Beneficiary or the Beneficiary's appointee to the exclusion of the Contractor in respect of the Subcontract Works on the terms of the Sub-Contract. The Contractor acknowledges that the Sub-Contractor may rely on a Beneficiary's notice to the Contractor under this Clause 4.2 as conclusive evidence for the purposes of this Warranty of the termination of the Contract.**
- 4.3 The Sub-Contractor gives the Beneficiary at least 10 (ten) Working Days written notice (setting out grounds for doing so) before exercising any right to terminate the Sub-Contract or treating it as having been repudiated by the Contractor.**
- 4.4 Where the Sub-Contractor serves notice under Clause 4.3, the Sub-Contractor's right to terminate the Sub-Contract or treat it as having been repudiated ceases if the Beneficiary gives the Sub-Contractor notice under this Clause 4.4 (before the Beneficiary's notice under Clause 4.3 expires) requiring the Sub-Contractor to accept the instructions of the Beneficiary or the Beneficiary's appointee to the exclusion of those of the Contractor in respect of the Subcontract Works.**
- 4.5 Any notice period for the Sub-Contractor to terminate the Sub-Contract is extended to include the notice period under Clause 4.3. The Contractor acknowledges that compliance by the Sub-Contractor with Clause 4.3:**
- 4.5.1 is not treated as a waiver of any breach of the Sub-Contract by the Contractor; and**
 - 4.5.2 does not prevent the Sub-Contractor from exercising its rights after the notice under Clause 4.3 has expired unless the right of termination has ceased under Clause 4.4.**
- 4.6 In a notice given under Clause 4.2 or Clause 4.4 the Beneficiary:**
- 4.6.1 specifies the Clause under which the notice is given;**
 - 4.6.2 requires the Sub-Contractor to continue to provide the Subcontract Works under the Sub-Contract;**

4.6.3 **acknowledges that the Beneficiary assumes all Contractor obligations under the Contract; and**

4.6.4 **promises to pay all sums due to the Sub-Contractor under the Sub-Contract.**

4.7 **If the Beneficiary gives notice to the Sub-Contractor under Clause 4.2 or 4.4, the Sub-Contract continues as if it had been made between the Beneficiary and the Sub-Contractor to the exclusion of the Contractor (but without prejudice to any rights of recovery between the Beneficiary and the Contractor).**

5 Intellectual Property

5.1 **Intellectual Property Rights in all designs and documents (“Designs”) produced pursuant to the Sub-Contract remain vested in the Sub-Contractor. The Sub-Contractor grants to the Beneficiary an irrevocable, royalty-free, non-exclusive licence to copy, use and reproduce the Designs for any purpose related to the Works this includes the construction, completion, maintenance, letting, sale, promotion, advertisement, reinstatement, refurbishment, repair and extension of the Works.**

5.2 **The licence given by this clause enables the Beneficiary to sub-licence others.**

5.3 **The licence given by this Clause continues after the termination (for any reason) of this Warranty.**

5.4 **The Sub-Contractor indemnifies the Beneficiary from and against all claims, proceedings, damages, costs and expenses suffered or incurred because of a claim that any use of the Designs in accordance with this Clause 5 infringes the Intellectual Property Rights of any third party.**

5.5 **The Sub-Contractor is not liable for any such use by the Beneficiary or any person authorised by the Beneficiary of any Designs for any purpose other than that for which they were prepared by the Sub-Contractor.**

6 Insurance

6.1 **The Sub-Contractor maintains professional indemnity insurance of at least £[] million [for each and every claim] throughout the provision of the Subcontract Works and for 12 (twelve) years from the date of completion of the Subcontract Works or the date upon which proceedings in respect of the Subcontract Works would be statute-barred, whichever is later. provided such insurance is available in the market at commercially reasonable rates.**

6.2 **The Sub-Contractor promptly notifies the Beneficiary in writing if the insurance required by this Clause ceases to be available at commercially reasonable rates. In these circumstances the Sub-Contractor and Beneficiary can discuss the best way to protect their respective positions in the absence of the insurance.**

6.3 **When requested to do so by the Beneficiary the Sub-Contractor provides documentary evidence (which may be in the form of a broker’s letter) that the professional indemnity insurance required by Clause 6.1 is being maintained.**

7 Assignments

7.1 **The benefit of this warranty may be assigned twice without the consent of the Sub-Contractor. An assignment is not effective against the Sub-Contractor until the Beneficiary gives the Sub-Contractor written notice of the assignment.**

7.2 No further or other assignments of this Warranty are permitted without the consent of the Sub-Contractor.

8 Third Party Rights

8.1 Nothing in this Warranty confers or purports to confer on any third party any benefit or right to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

9 Notices

9.1 Notices under this Warranty will be duly served if delivered by hand or sent by first class pre-paid special delivery or recorded delivery post to the party to be served at their registered office address (if a company or LLP) or to the address set out above (if not a company or LLP) or at such other address as such party may specify from time to time by written notice to the other party.

9.2 A notice sent by first class pre-paid special delivery or recorded delivery post will be deemed to have been received on the 2nd (second) working day after the date of posting. A notice, delivered by hand, will be deemed to have been received on the day it is delivered.

10 Governing Law

This Warranty is governed by English law. The Parties agree to submit to the jurisdiction of the English courts.

IN WITNESS of the above each of the Parties has executed and delivered this document as a deed on the above date.

EXECUTED AND DELIVERED AS A DEED by

[SUB-CONTRACTOR]

in the presence of:

Director

Director / Secretary

EXECUTED AND DELIVERED AS A DEED by

[BENEFICIARY - GUINNESS GROUP ENTITY STATED IN THE ORDER]

in the presence of:

Director

Director / Secretary

EXECUTED AND DELIVERED AS A DEED by

[COUNTER-SIGNATORY - THE SUPPLIER STATED IN THE ORDER]

in the presence of:

Director

Director / Secretary