



Ministry of Housing,
Communities &
Local Government

Standard Contract for Goods and/or Services - Order Form

1. Contract reference number	CPD4130152
2. Customer	The Secretary of State for Housing, Communities & Local Government. Fry Building, 2 Marsham Street London, SW1P 4DF. In entering into this contract the buyer is acting as part of the crown and the supplier shall be treated as contracting with the Crown as a whole.
3. Contractor(s)	KPMG LLP 15 Canada Water London E14 5GL Company Registration No: 0C301540
4. MHCLG Group Members	The following MHCLG Group members will receive the benefit of the Deliverables: MHCLG Core Department Only
5. The Agreement	<p>This Order is part of the Agreement and is subject to the terms and conditions appended at Appendix 1 and shall come into effect on the Start Date.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order have the same meanings as in the terms and conditions.</p> <p>The following documents are incorporated into the Agreement. If there is any conflict, the following order of precedence applies (in descending order):</p> <ol style="list-style-type: none">a) this Order;b) the terms and conditions at Appendix 1; andc) the remaining Appendices (if any) in equal order of precedence.

6. Deliverables	Applicable Deliverables	Goods Only: <input type="checkbox"/> Services Only: <input checked="" type="checkbox"/> Good and Services: <input type="checkbox"/>
	Goods	Not applicable
	Services	Provision of bespoke learning product related to use of Artificial Intelligence within Financial management. Date of Delivery: Presentation and facilitation of learning event to be performed on 4 th February 2026.
7. Start Date	4th February 2026	
8. Expiry Date	5 th February 2026	
9. Charges	The Charges for the Services are £10,450 exclusive of VAT. The Charges are fixed for the duration of the Agreement.	
10. Payment	Payments will be made to KPMG LLP via BACS	
11. Contractor's Liability Cap (Clause 13.2.1)	125% of the Total Contract Value.	
12. Customer's Authorised Representative(s)	For general liaison your contact will continue to be <REDACTED> and <REDACTED> or, in their absence, <REDACTED>	
13. Contractor's Authorised Representative	For general liaison your contact will continue to be <REDACTED>	
14. Optional Intellectual Property Rights ("IPR") Clauses	The Customer has chosen Option C in respect of intellectual property rights provisions for the Agreement as set out in the terms and conditions. Option C: Contractor ownership of all New IPR with Customer rights for the current contract and broader public sector functions.	
15. Progress Meetings and Progress Reports	Not applicable	

16. Address notices for	<table border="0"> <tr> <td style="vertical-align: top;"> Customer: MHCLG 2nd Floor Fry Building 2 Marsham Street SW1P 4DN Attention: <REDACTED> Email: <REDACTED> </td> <td style="vertical-align: top;"> Contractor: KPMG LLP 15 Canada Water London E14 5GL Attention: <REDACTED> Email: <REDACTED> </td> </tr> </table>	Customer: MHCLG 2 nd Floor Fry Building 2 Marsham Street SW1P 4DN Attention: <REDACTED> Email: <REDACTED>	Contractor: KPMG LLP 15 Canada Water London E14 5GL Attention: <REDACTED> Email: <REDACTED>	
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17. Key Personnel of the Contractor	<table border="0"> <tr> <td style="vertical-align: top;"> Key Personnel Role: </td> <td style="vertical-align: top;"> Key Personnel Name: </td> <td style="vertical-align: top;"> Contact Details: </td> </tr> </table>	Key Personnel Role:	Key Personnel Name:	Contact Details:
Key Personnel Role:	Key Personnel Name:	Contact Details:		
18. Procedures and Policies	<p>For the purposes of the Agreement:</p> <p>The Customer's security / data security requirements are: https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</p> <p>The Customer's additional sustainability requirements are: https://www.gov.uk/government/collections/greening-government-commitments</p>			
19. Special Terms	Not applicable			
20. Additional Insurance	Not applicable			
21. Further Data Protection Provisions	<p>The further data protection provisions contained within Annex 4 of the terms and conditions are applicable to this Agreement where indicated below:</p> <p>Yes: <input type="checkbox"/></p> <p>No: <input checked="" type="checkbox"/></p>			

Signed for and on behalf of the Customer	Signed for and on behalf of the Contractor
Name: <REDACTED>	Name: <REDACTED>
Date:	Date:
Signature:	Signature:

Appendix 1: Terms and Conditions

MHCLG Low Value Short Form Terms (“Conditions”)

1. Interpretation

1.1 In these terms and conditions, the following definitions apply.

- a) ‘Agreement’ means the contract between the Customer and the Contractor for the supply of Goods or Services (or both) in accordance with these terms and conditions and the Order.
- b) ‘Central Government Body’ means a body listed in one of the following sub-categories of the central government classification of the public sector classification guide, as published and amended from time to time by the Office for National Statistics:
 - government department
 - non-departmental public body or assembly sponsored public body (advisory, executive, or tribunal)
 - non-ministerial department
 - executive agency
- c) ‘Charges’ means the charges for the Goods or Services (or both) as specified in the Order.
- d) ‘Confidential Information’ means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party that is:
 - known by the receiving Party to be confidential
 - marked as or stated to be confidential
 - ought reasonably to be considered by the receiving Party to be confidential
- e) This excludes information that:
 - the recipient Party already had without obligation of confidentiality before it was disclosed by the disclosing Party
 - was given to the recipient Party by a third party without obligation of confidentiality
 - was in the public domain at the time of the disclosure
 - was independently developed without access to the disclosing Party’s Confidential Information
- f) ‘Contractor’ means the person named as Contractor in the Order.
- g) ‘Customer’ means the person identified in the Order.
- h) ‘Data Protection Legislation’ means
 - the UK GDPR
 - the Data Protection Act 2018
 - all applicable law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority

- the EU GDPR (to the extent that it applies – in the event of conflict, the UK GDPR shall apply)
- i) 'Date of Delivery' means that date by which the Goods must be Delivered to the Customer, as specified in the Order.
 - j) 'MHCLG' means the Secretary of Ministry of Housing, Communities and Local Government.
 - k) 'Deliver' means hand over the Goods to the Customer at the address and on the date specified in the Order. This includes unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
 - l) 'EIR' means the Environmental Information Regulations 2004.
 - m) 'EU GDPR' means the General Data Protection Regulation (Regulation (EU) 2016/679).
 - n) 'Expiry Date' means the end date for provision of the Services and the date on which the Agreement will expire, as set out in the Order.
 - o) 'FOIA' means the Freedom of Information Act 2000 together with any guidance and codes of practice issued by the UK Information Commissioner or relevant government department in relation to such legislation.
 - p) 'Goods' means any and all goods (or any part of them) to be supplied by the Contractor to the Customer under the Agreement.
 - q) 'Law' means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply.
 - r) 'Losses' means all actions, suits, claims, demands, losses, damages, costs or expenses (including professional fees).
 - s) 'Order' means the Customer's award letter for the supply of Goods or Services (or both).
 - t) 'Party' means the Contractor or the Customer (as appropriate). 'Parties' means both the Contractor and Customer.
 - u) 'Purchase Order Number' means the Customer's unique number relating to the order for Goods or Services (or both) to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement.
 - v) 'Request for Information' has the meaning set out in the FOIA or EIR as relevant (where the meaning set out for the term 'request' shall apply).
 - w) 'Services' means any and all services to be supplied by the Contractor to the Customer under the Agreement.
 - x) 'Specification' means the specification for the Goods or Services (or both) to be supplied by the Contractor to the Customer (including as to quantity, description, quality and any applicable codes of practice) as specified in the Order.

- y) 'Staff' means all directors, officers, employees, agents, consultants and contractors of the Contractor and of any sub-contractor of the Contractor engaged in the performance of the Contractor's obligations under the Agreement.
 - z) 'Staff Vetting Procedures' means vetting procedures that accord with good industry practice or, where applicable, the Customer's procedures for the vetting of personnel as provided to the Contractor from time to time.
 - aa) 'Start Date' means the start date of the Agreement as set out in the Order.
 - bb) 'UK GDPR' has the meaning as set out in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4).
 - cc) 'VAT' means value added tax in accordance with the provisions of the Value Added Tax Act 1994.
 - dd) 'Working Day' means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
- 1.2 In these terms and conditions, unless the context otherwise requires:
- a) references to numbered clauses are references to the relevant clause in these terms and conditions
 - b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done
 - c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement
 - d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment
 - e) the word 'including' shall be understood as meaning 'including without limitation'

2 2 Basis of agreement

1.1 The Order constitutes an offer by the Customer to purchase the Goods or Services (or both) subject to and in accordance with the terms and conditions of the Agreement.

2.2 The offer comprised in the Order shall be deemed to be accepted by the Contractor on the earlier of:

- a) receipt by the Customer of the Contractor's notification of acceptance in writing
- b) any act by the Contractor consistent with fulfilling the Order In each case, this must occur within 7 days of the date of the Order.

2.3 These terms and conditions apply to the Agreement to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 All of these terms and conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

2.5 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Goods or Services (or both) (as the case may be) to the Customer in accordance with the terms and conditions of the Agreement.

2.6 In supplying the Goods or Services (or both), the Contractor shall co-operate with the Customer in all matters relating to the supply of Goods or Services (or both) and comply with all the Customer's instructions.

3. Supply of goods

3.1 The Contractor shall supply the Goods in accordance with the Specification. The Contractor warrants, represents, undertakes and guarantees that the Goods supplied under the Agreement shall:

- a) be free from defects (manifest or latent), in materials and workmanship and remain so for a period of 12 months from putting the Goods into intended service, or 18 months from Delivery, whichever is the less, or as otherwise agreed in writing
- b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods
- c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in

whatever format made available by the Contractor) supplied by, or on behalf of, the Contractor

- d) be free from design defects
- e) be fit for any purpose held out by the Contractor or made known to the Contractor by the Customer expressly or by implication, and in this respect the Customer relies on the

Contractor's skill and judgement. The Contractor acknowledges and agrees that the approval by the Customer of any designs provided by the Contractor shall not relieve the Contractor of any of its obligations under this sub-clause; and the Contractor itself shall comply with all applicable laws

3.2 The Customer may inspect and test the Goods at any time before Delivery. The Contractor shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Contractor's obligations under the Agreement.

3.3 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Contractor's undertakings at clause 3.1, the Customer shall inform the Contractor, and the Contractor shall immediately take such remedial action as is necessary to ensure compliance.

3.4 The Customer may conduct further inspections and tests after the Contractor has carried out its remedial actions.

4. Cancellation, delivery and guarantee of title

4.1 The Customer shall have the right to cancel the order for the Goods, or any part of the Goods, which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Customer shall pay such Charges or that part of the Charges for Goods which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Contractor has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

4.2 The Contractor shall Deliver the Goods to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and to the address specified in the Order. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and the Customer has signed for the Delivery.

4.3 The Contractor shall indemnify the Customer in respect of any Losses which the Customer may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Contractor or any of its sub-

Contractors.

4.4 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.

4.5 Unless otherwise stipulated by the Customer in the Order, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.

4.6 Where the Contractor fails to Deliver the Goods (or part of the Goods) or the Goods (or part of the Goods) do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled to:

- a) terminate the Agreement
- b) request the Contractor, free of charge, to deliver substitute Goods within the timescales specified by the Customer
- c) require the Contractor, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid)
- d) reject the Goods (in whole or part) and return them to the Contractor at the Contractor's own risk and expense and the Customer shall be entitled to a full refund on those Goods or part of Goods duly returned
- e) buy the same or similar Goods from another supplier and to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs

4.7 Without prejudice to any other rights or remedies of the Customer, title and risk in the Goods shall pass to the Customer when Delivery of the Goods is complete (including off-loading and stacking).

4.8 The Contractor warrants that:

- a) it has full clear and unencumbered title to all the Goods
- b) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to the Customer. On Delivery the Customer shall acquire a valid and unencumbered title to the Goods

5. Supply of services

- 5.1 In respect of Services, the Agreement shall take effect on the Start Date specified in the Order and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 5.2 or terminated in accordance with the terms and conditions of the Agreement.
- 5.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.
- 5.3 In supplying the Services, the Contractor shall meet the following requirements:
- a) Perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade.
 - b) Use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement.
 - c) Ensure that the Services shall conform with all descriptions and specifications set out in the Specification.
 - d) Comply with all applicable laws.
 - e) Provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 5.4 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges for such Services shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

6. Premises and equipment

- 6.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor, or the Staff shall be at the Contractor's risk.
- 6.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall:
- a) vacate the Customer's premises
 - b) remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services
 - c) leave the Customer's premises in a clean, safe and tidy condition
- 6.3 The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Contractor or any Staff, other than fair wear and tear.
- 6.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

6.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.

6.6 Without prejudice to clause 5.3.5, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the

Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

6.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any

Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

7. Charges and payment

7.1 The Charges for the Goods or Services (or both) shall be as set out in the Order and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Goods or Services (or both). Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the supply of the Goods or Services (or both), including but not limited to the costs of packaging, insurance, delivery, unloading, stacking and carriage.

7.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Goods or Services (or both).

7.3 In respect of the Goods, the Contractor shall invoice the Customer after Delivery as specified in the Agreement. In respect of Services, the Contractor shall invoice the Customer on completion of the Services as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods or Services (or both) supplied in the invoice period.

7.4 In consideration of the supply of the Goods or Services (or both) by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

7.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Goods or Services (or both). Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.

7.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

7.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:

- a) provisions having the same effects as clauses 7.3 to 7.6 of this Agreement
- b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 7.3 to 7.8 of this Agreement

7.8 In this clause 7, 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

7.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

8. Staff

8.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:

- a) refuse admission to the relevant persons to the Customer's premises
- b) require that the Contractor replace the relevant with another suitably qualified person The Contractor shall comply with any such notice.

8.2 The Contractor shall:

- a) ensure that all Staff are appropriately trained and qualified and are vetted in accordance with the Staff Vetting Procedures and if requested, comply with the Customer's Staff Vetting Procedures as supplied from time to time
- b) if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement – if such information is requested the provisions of clause 14 shall apply
- c) procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer

9. Assignment and sub-contacting

9.1 The Contractor shall not without the prior written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit or the burden (or both) of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

9.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

9.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

10. Intellectual property and indemnity

10.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.

10.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any such materials without the prior written consent of the Customer save to the extent necessary for performance by the Contractor of its obligations under the Agreement. If, and to the extent, that any intellectual property rights in such materials vest in the Contractor by operation of law, the Contractor hereby assigns to the Customer by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third-party rights).

10.3 The Contractor hereby grants the Customer:

- a) a perpetual, royalty-free, irrevocable, non-exclusive licence (with the right to sub-licence) to use all intellectual property rights in the Goods or in any materials accompanying the Goods to the extent that it is necessary to fulfil its obligations under this Agreement
- b) a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use:
 - any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement
 - any intellectual property rights created from the date of the Agreement, but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services
- c) This licence includes any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

10.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all Losses awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Goods or Services (or both), to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

11. Governance and records

11.1 The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Goods or Services (or both) supplied under it, and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

12. Confidentiality, transparency and publicity

12.1 Subject to clause 12.2, each Party shall:

- a) treat all Confidential Information it receives as confidential; safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party
- b) not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement

12.2 Notwithstanding clause 12.1, a Party may disclose Confidential Information which it receives from the other Party:

- where disclosure is required by applicable law or by a court of competent jurisdiction
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers

- to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010
- where the receiving Party is the Contractor, to the Staff on a need-to-know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this subclause shall observe the Contractor's confidentiality obligations under the Agreement
- where the receiving Party is the Customer:
 - on a confidential basis to the employees, agents, consultants and contractors of the Customer
 - on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business
 - to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions
 - in accordance with clause 13, and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 12

12.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or the EIR (or both), the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA or the EIR (or both) redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA or the EIR (or both).

12.4 The Contractor shall not and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

13. Freedom of information

13.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the EIR and shall:

- provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the EIR
- transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt
- provide the Customer with a copy of all information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other

period as the Customer may reasonably specify) of the Customer's request for such information

- not respond directly to a Request for Information unless authorised in writing to do so by the Customer

13.2 The Contractor acknowledges that the Customer may be required under the FOIA and the EIR to disclose information concerning the Contractor or the Goods or Services (or

both) (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA or EIR (or both), take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

13.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any information relating to the Contractor or the Goods or Services (or both) is exempt from disclosure in accordance with the FOIA or the EIR (or both).

14. Protection and security of data

14.1 When handling Customer data, the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.

14.2 The Contractor shall duly observe all its obligations under the Data Protection Legislation and shall provide all necessary assistance and cooperation as reasonably requested by the Customer to comply with its obligations under Data Protection Legislation which arise in connection with this Agreement.

14.3 The Parties acknowledge and agree that in connection with this Agreement neither Party will act as a Processor of the other (Processor having the meaning given to it in the UK GDPR). In the event that there is any change which requires either Party to act as a Processor the Parties agree, at their own cost, to enter into the Customer's standard data protection clauses (as amended or replaced from time to time).

14.4 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may, on not less than 30 Working Days' notice to the Contractor, amend this Agreement to ensure that it complies with Data Protection Legislation and any guidance issued by the Information Commissioner's Office. The Contractor will, at its own cost, implement any measures required for it to comply with requirements or recommendations of guidance issued by the Information Commissioner's Office and with the terms of this Agreement.

15. Liability

15.1 Neither Party shall be responsible for any injury, loss, damage, cost or expense suffered by the other Party if and to the extent that it is caused by the negligence or wilful misconduct of the other Party or by breach by the other Party of its obligations under the Agreement.

15.2 Subject always to clauses 15.3 and 15.4:

- a) the aggregate liability of the Contractor in respect of all Losses howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Goods or Services (or both), misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise,

shall in no event exceed an amount equal to 10 times the value of the contract unless an alternative amount is stated in the Order

- b) the aggregate liability of the Customer in respect of all Losses howsoever caused, whether arising from breach of the Agreement, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges paid or payable to the Contractor
- c) neither Party shall be liable to the other Party for any:
 - loss of profits
 - loss of business
 - loss of revenue
 - loss of or damage to goodwill
 - loss of savings (whether anticipated or otherwise)
 - any indirect, special or consequential loss or damage

15.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for the following: 15.3.1 Death or personal injury caused by its negligence or that of its staff, directors, officers, employees, agents, consultants and contractors. 15.3.2 Bribery, fraud or fraudulent misrepresentation by it or that of its staff, directors, officers, employees, agents, consultants and contractors. 15.3.3 Breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

15.3.4 Any other matter which, by law, may not be excluded or limited.

15.4 The Contractor's liability:

- under the indemnities in clauses 4.3 and 10.4 shall be unlimited
- for breach of clause 14 or under any other indemnity set out in this Agreement (or both) shall in each case be limited to £5,000,000 per claim

15.5 The Contractor acknowledges that, subject to the restrictions and limitations on liability set out in the remainder of this clause 15, any Losses suffered by the Customer that are caused by a breach, default, act, omission, negligence or statement of the Contractor or its staff, directors, officers, employees, agents, consultants or contractors shall be deemed to be Losses that have been suffered by, and which are recoverable by, the Customer.

15.6 Subject to clauses 15.1 and 15.3.4, the Customer does not accept any liability for any Losses the Contractor may incur or suffer arising from any access to the Customer's premises and any labour and equipment that may be provided by the Customer in connection with the Goods or Services (or both).

16. Force majeure

16.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

17. Termination

17.1 In respect of the supply of Services, the Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

17.2 Without prejudice to any other right or remedy it might have, including any express rights of termination set out in the Agreement, the Customer may terminate the Agreement in whole or in part by written notice to the Contractor with immediate effect if any of the following apply:

- In the Customer's reasonable opinion, the provision of the Goods or Services (or both) will or is likely to conflict with the Customer's statutory obligations or where applicable with the Customer's obligations as a statutory consultee under any applicable legislation.
- (Without prejudice to clause 17.2.6), the Contractor is in material breach of any obligation under the Agreement which is not capable of remedy.
- The Contractor repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement.
- The Contractor is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied.
- The Contractor undergoes a change of control within the meaning of section 450 of the Corporation Tax Act 2010.
- The Contractor breaches the provisions of clauses 8.2, 12, 13, 14 or 18 (or any combination of these clauses).
- The Contractor becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 17.2.7) in consequence of debt in any jurisdiction.
- The Contractor fails to comply with legal obligations in the fields of environmental, social or labour law.

17.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 17.2.5 or any potential such change of control.

17.4 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.1, 5.3, 5.5, 5.6, 6.1, 6.2, 6.5, 6.6, 8, 10, 11.2, 12, 13, 14, 15, 17.5, 18.5,

19.3, 20 and 21.7 and any other term or condition of the Agreement that either expressly or by implication has effect after termination.

17.5 Upon termination or expiry of the Agreement, the Contractor shall comply with the following:

17.6 Give all reasonable assistance to the Customer and any incoming contractor of Goods or Services (or both).

17.7 Return all requested documents, information and data to the Customer as soon as reasonably practicable.

18. Compliance

18.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises, and which may affect the Contractor in the performance of its obligations under the Agreement.

18.2 The Contractor shall meet the following requirements:

- a) Comply with the reasonable requirements of the Customer's security arrangements.
- b) Comply with all the Customer's health and safety measures.
- c) Comply with the requirements of the Health and Safety at Work etc Act 1974, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Customer's premises.
- d) Make available to the Customer the Contractor's health and safety policy statement on request.
- e) Notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- f) Perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality, diversity and inclusion policies (as amended and provided to the Contractor from time to time).
- g) Take all reasonable steps to secure the observance of applicable equality Law and the Customer's equality, diversity and inclusion policies (as amended and provided to the Contractor from time to time) by all Staff.
- h) Share the Customer's commitment to ensure that workers employed within its supply chains are treated fairly, humanely and equitably. The Customer requires the Contractor to take reasonable steps to identify any areas of risk associated with this Agreement to ensure that it is meeting the International Labour Organisation (ILO) [International Labour Standards](#) and as a minimum comply with the Fundamental Standards under the ILO's [Conventions and Recommendations](#), encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
 - i) Ensure that it and its sub-contractors:
 - pay staff fair wages
 - implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance

- j) Ensure its Staff and sub-contractors comply with the provisions of the Modern Slavery Act 2015 including Section 54 of the Act which requires certain organisations to publish annual modern slavery statements.
- h) Throughout the duration of the Agreement:
 - report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its subcontractors to the Customer and Modern Slavery Helpline (0800 0121 700) and relevant national or local law enforcement agencies
 - shall, if the Contractor or the Customer identifies any occurrence of modern slavery connected to this Agreement, comply with any request of the Customer to submit a remedial action plan which follows the form set out in Annex D of the [Tackling Modern Slavery in Government Supply Chains guidance](#)
- i) Supply the Goods or Services (or both) and any packaging in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

18.3 The Contractor in the performance of this Agreement should use reasonable endeavours to adopt a sound proactive environmental approach, designed to:

- a) minimise harm to the environment
- b) conserve energy, water, wood, paper and other resources
- c) reduce waste
- d) phase out the use of single-use plastic and ozone depleting substances
- e) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health or the environment (or both)

18.4 The Contractor should be able to provide proof of so doing to the Customer on demand.

18.5 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Order, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Contractor shall indemnify the Customer against all Losses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 18.4.

18.6 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- the Official Secrets Acts 1911 to 1989
- section 182 of the Finance Act 1989

19. Prevention of fraud, bribery and corruption

19.1 The Contractor shall not offer, give or agree to give anything to any person as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

19.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

19.3 If the Contractor or the Staff engages in conduct prohibited by clause 19.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may take either of the following actions:

- Terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods or Services (or both) and any additional expenditure incurred by the Customer throughout the remainder of the Agreement.
- Recover in full of the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

20. Dispute resolution

20.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

20.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the 'Mediator') chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

20.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

21. General

21.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.

21.2 Save in relation to any rights or benefits which are conferred on the Customer, a person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.

21.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.

21.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 21.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 21.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 21.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 21.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
- 21.9 Nothing in this Agreement shall prejudice, conflict with or affect the exercise by the Customer of its statutory functions, powers, rights, duties, responsibilities or obligations arising or imposed under any Law, legislative provision enactment, byelaw or regulation whatsoever, nor shall it fetter the exercise of any discretion the Customer may have.

22. Notices

- 22.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 22.3, email to the address of the relevant Party set out in the Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 22.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5:00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 22.3 Notices under clauses 16 (Force majeure) and 17 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 22.1.

23. Governing law and jurisdiction

- 23.1 The validity, construction and performance of the Agreement, and all contractual and non- contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

3 MHCLG Low Value Short Form Terms (“Conditions”)

2. Interpretation

2.1 In these terms and conditions, the following definitions apply.

- a) ‘Agreement’ means the contract between the Customer and the Contractor for the supply of Goods or Services (or both) in accordance with these terms and conditions and the Order.
- b) ‘Central Government Body’ means a body listed in one of the following sub-categories of the central government classification of the public sector classification guide, as published and amended from time to time by the Office for National Statistics:
 - government department
 - non-departmental public body or assembly sponsored public body (advisory, executive, or tribunal)
 - non-ministerial department
 - executive agency
- c) ‘Charges’ means the charges for the Goods or Services (or both) as specified in the Order.
- d) ‘Confidential Information’ means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party that is:
 - known by the receiving Party to be confidential
 - marked as or stated to be confidential
 - ought reasonably to be considered by the receiving Party to be confidential
- e) This excludes information that:
 - the recipient Party already had without obligation of confidentiality before it was disclosed by the disclosing Party
 - was given to the recipient Party by a third party without obligation of confidentiality
 - was in the public domain at the time of the disclosure
 - was independently developed without access to the disclosing Party’s Confidential Information
- f) ‘Contractor’ means the person named as Contractor in the Order.
- g) ‘Customer’ means the person identified in the Order.
- h) ‘Data Protection Legislation’ means
 - the UK GDPR
 - the Data Protection Act 2018
 - all applicable law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority

- the EU GDPR (to the extent that it applies – in the event of conflict, the UK GDPR shall apply)
- i) 'Date of Delivery' means that date by which the Goods must be Delivered to the Customer, as specified in the Order.
 - j) 'MHCLG' means the Secretary of Ministry of Housing, Communities and Local Government.
 - k) 'Deliver' means hand over the Goods to the Customer at the address and on the date specified in the Order. This includes unloading and any other specific arrangements agreed in accordance with Clause 6. Delivered and Delivery shall be construed accordingly.
 - l) 'EIR' means the Environmental Information Regulations 2004.
 - m) 'EU GDPR' means the General Data Protection Regulation (Regulation (EU) 2016/679).
 - n) 'Expiry Date' means the end date for provision of the Services and the date on which the Agreement will expire, as set out in the Order.
 - o) 'FOIA' means the Freedom of Information Act 2000 together with any guidance and codes of practice issued by the UK Information Commissioner or relevant government department in relation to such legislation.
 - p) 'Goods' means any and all goods (or any part of them) to be supplied by the Contractor to the Customer under the Agreement.
 - q) 'Law' means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Contractor is bound to comply.
 - r) 'Losses' means all actions, suits, claims, demands, losses, damages, costs or expenses (including professional fees).
 - s) 'Order' means the Customer's award letter for the supply of Goods or Services (or both).
 - t) 'Party' means the Contractor or the Customer (as appropriate). 'Parties' means both the Contractor and Customer.
 - u) 'Purchase Order Number' means the Customer's unique number relating to the order for Goods or Services (or both) to be supplied by the Contractor to the Customer in accordance with the terms of the Agreement.
 - v) 'Request for Information' has the meaning set out in the FOIA or EIR as relevant (where the meaning set out for the term 'request' shall apply).
 - w) 'Services' means any and all services to be supplied by the Contractor to the Customer under the Agreement.
 - x) 'Specification' means the specification for the Goods or Services (or both) to be supplied by the Contractor to the Customer (including as to quantity, description, quality and any applicable codes of practice) as specified in the Order.

- y) 'Staff' means all directors, officers, employees, agents, consultants and contractors of the Contractor and of any sub-contractor of the Contractor engaged in the performance of the Contractor's obligations under the Agreement.
 - z) 'Staff Vetting Procedures' means vetting procedures that accord with good industry practice or, where applicable, the Customer's procedures for the vetting of personnel as provided to the Contractor from time to time.
 - aa) 'Start Date' means the start date of the Agreement as set out in the Order.
 - bb) 'UK GDPR' has the meaning as set out in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4).
 - cc) 'VAT' means value added tax in accordance with the provisions of the Value Added Tax Act 1994.
 - dd) 'Working Day' means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.
- 2.2 In these terms and conditions, unless the context otherwise requires:
- a) references to numbered clauses are references to the relevant clause in these terms and conditions
 - b) any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done
 - c) the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement
 - d) any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment
 - e) the word 'including' shall be understood as meaning 'including without limitation'

4 2 Basis of agreement

1.1 The Order constitutes an offer by the Customer to purchase the Goods or Services (or both) subject to and in accordance with the terms and conditions of the Agreement.

4.2 The offer comprised in the Order shall be deemed to be accepted by the Contractor on the earlier of:

- c) receipt by the Customer of the Contractor's notification of acceptance in writing
- d) any act by the Contractor consistent with fulfilling the Order In each case, this must occur within 7 days of the date of the Order.

4.3 These terms and conditions apply to the Agreement to the exclusion of any other terms that the Contractor seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4.4 All of these terms and conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

4.5 In consideration of the Customer's agreement to pay the Charges, the Contractor shall supply the Goods or Services (or both) (as the case may be) to the Customer in accordance with the terms and conditions of the Agreement.

4.6 In supplying the Goods or Services (or both), the Contractor shall co-operate with the Customer in all matters relating to the supply of Goods or Services (or both) and comply with all the Customer's instructions.

24. Supply of goods

24.1 The Contractor shall supply the Goods in accordance with the Specification. The Contractor warrants, represents, undertakes and guarantees that the Goods supplied under the Agreement shall:

- a) be free from defects (manifest or latent), in materials and workmanship and remain so for a period of 12 months from putting the Goods into intended service, or 18 months from Delivery, whichever is the less, or as otherwise agreed in writing
- b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods
- c) conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in

whatever format made available by the Contractor) supplied by, or on behalf of, the Contractor

- d) be free from design defects
- e) be fit for any purpose held out by the Contractor or made known to the Contractor by the Customer expressly or by implication, and in this respect the Customer relies on the

Contractor's skill and judgement. The Contractor acknowledges and agrees that the approval by the Customer of any designs provided by the Contractor shall not relieve the Contractor of any of its obligations under this sub-clause; and the Contractor itself shall comply with all applicable laws

24.2 The Customer may inspect and test the Goods at any time before Delivery. The Contractor shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Contractor's obligations under the Agreement.

24.3 If following such inspection or testing the Customer considers that the Goods do not comply or are unlikely to comply with the Contractor's undertakings at clause 3.1, the Customer shall inform the Contractor, and the Contractor shall immediately take such remedial action as is necessary to ensure compliance.

24.4 The Customer may conduct further inspections and tests after the Contractor has carried out its remedial actions.

25. Cancellation, delivery and guarantee of title

25.1 The Customer shall have the right to cancel the order for the Goods, or any part of the Goods, which have not yet been Delivered to the Customer. The cancellation shall be made in writing. Without prejudice to the generality of the foregoing, the Customer shall pay such Charges or that part of the Charges for Goods which have been Delivered to the Customer or, on the deemed date of service of the notice of cancellation, are already in transit and the costs of materials which the Contractor has purchased to fulfil the order for the Goods and which cannot be used for other orders or be returned to the supplier of those materials for a refund. For the avoidance of doubt the Customer shall not be liable for any loss of anticipated profits or any consequential loss.

25.2 The Contractor shall Deliver the Goods to the Customer on or by the Date of Delivery. Unless otherwise agreed in writing by the Customer, Delivery shall be on the date and to the address specified in the Order. Delivery of the Goods shall be

completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and the Customer has signed for the Delivery.

25.3 The Contractor shall indemnify the Customer in respect of any Losses which the Customer may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Contractor or any of its sub-

Contractors.

25.4 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be Delivered.

25.5 Unless otherwise stipulated by the Customer in the Order, Deliveries shall only be accepted by the Customer on Working Days and during normal business hours.

25.6 Where the Contractor fails to Deliver the Goods (or part of the Goods) or the Goods (or part of the Goods) do not comply with the provisions of clause 3, then without limiting any of its other rights or remedies implied by statute or common law, the Customer shall be entitled to:

- f) terminate the Agreement
- g) request the Contractor, free of charge, to deliver substitute Goods within the timescales specified by the Customer
- h) require the Contractor, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid)
- i) reject the Goods (in whole or part) and return them to the Contractor at the Contractor's own risk and expense and the Customer shall be entitled to a full refund on those Goods or part of Goods duly returned
- j) buy the same or similar Goods from another supplier and to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs

25.7 Without prejudice to any other rights or remedies of the Customer, title and risk in the Goods shall pass to the Customer when Delivery of the Goods is complete (including off-loading and stacking).

25.8 The Contractor warrants that:

- c) it has full clear and unencumbered title to all the Goods
- d) at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to the Customer. On Delivery the Customer shall acquire a valid and unencumbered title to the Goods

26. Supply of services

26.1 In respect of Services, the Agreement shall take effect on the Start Date specified in the Order and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 5.2 or terminated in accordance with the terms and conditions of the Agreement.

26.2 The Customer may extend the Agreement for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Contractor prior to the Expiry Date. The terms and conditions of the Agreement shall apply throughout any such extended period.

26.3 In supplying the Services, the Contractor shall meet the following requirements:

- f) Perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Contractor's industry, profession or trade.
- g) Use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Contractor's obligations are fulfilled in accordance with the Agreement.
- h) Ensure that the Services shall conform with all descriptions and specifications set out in the Specification.
- i) Comply with all applicable laws.
- j) Provide all equipment, tools and vehicles and other items as are required to provide the Services.

26.4 The Customer may by written notice to the Contractor at any time request a variation to the scope of the Services. In the event that the Contractor agrees to any variation to the scope of the Services, the Charges for such Services shall be subject to fair and reasonable adjustment to be agreed in writing between the Customer and the Contractor.

27. Premises and equipment

27.1 If necessary, the Customer shall provide the Contractor with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Contractor, or the Staff shall be at the Contractor's risk.

27.2 If the Contractor supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Contractor shall:

- d) vacate the Customer's premises
- e) remove the Contractor's plant, equipment and unused materials and all rubbish arising out of the provision of the Services
- f) leave the Customer's premises in a clean, safe and tidy condition

27.3 The Contractor shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the

Contractor or any Staff, other than fair wear and tear.

27.4 The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Contractor shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.

27.5 Where all or any of the Services are supplied from the Contractor's premises, the Contractor shall, at its own cost, comply with all security requirements specified by the Customer in writing.

27.6 Without prejudice to clause 5.3.5, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the

Contractor and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.

27.7 The Contractor shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Contractor or any

Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Contractor or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

28. Charges and payment

28.1 The Charges for the Goods or Services (or both) shall be as set out in the Order and shall be the full and exclusive remuneration of the Contractor in respect of the supply of the Goods or Services (or both). Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the supply of the Goods or Services (or both), including but not limited to the costs of packaging, insurance, delivery, unloading, stacking and carriage.

28.2 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Contractor a sum equal to the VAT chargeable in respect of the Goods or Services (or both).

28.3 In respect of the Goods, the Contractor shall invoice the Customer after Delivery as specified in the Agreement. In respect of Services, the Contractor shall invoice the Customer on completion of the Services as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods or Services (or both) supplied in the invoice period.

28.4 In consideration of the supply of the Goods or Services (or both) by the Contractor, the Customer shall pay the Contractor the invoiced amounts no later than 30 days after verifying that the invoice is valid and undisputed and includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.

28.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Contractor shall not suspend the supply of the Goods or Services (or both). Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.

28.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Contractor interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.

28.7 Where the Contractor enters into a sub-contract, the Contractor shall include in that sub-contract:

- a) provisions having the same effects as clauses 7.3 to 7.6 of this Agreement
- b) a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effects as 7.3 to 7.8 of this Agreement

28.8 In this clause 7, 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Customer in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

28.9 If any sum of money is recoverable from or payable by the Contractor under the Agreement (including any sum which the Contractor is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Contractor under the Agreement or under any other agreement or contract with the Customer. The Contractor shall not be entitled to assert any credit, set-off or

counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

29. Staff

29.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Contractor:

- a) refuse admission to the relevant persons to the Customer's premises
- b) require that the Contractor replace the relevant with another suitably qualified person The Contractor shall comply with any such notice.

29.2 The Contractor shall:

- a) ensure that all Staff are appropriately trained and qualified and are vetted in accordance with the Staff Vetting Procedures and if requested, comply with the Customer's Staff Vetting Procedures as supplied from time to time
- b) if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement – if such information is requested the provisions of clause 14 shall apply
- c) procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer

30. Assignment and sub-contacting

30.1 The Contractor shall not without the prior written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit or the burden (or both) of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Contractor shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.

30.2 Where the Customer has consented to the placing of sub-contracts, the Contractor shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.

30.3 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the Agreement without the consent of the Contractor provided that such assignment, novation or disposal shall not increase the burden of the Contractor's obligations under the Agreement.

31. Intellectual property and indemnity

31.1 All intellectual property rights in any materials provided by the Customer to the Contractor for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Contractor a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Contractor to perform its obligations under the Agreement.

31.2 All intellectual property rights in any materials created or developed by the Contractor pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Customer and the Contractor shall not, and shall ensure that the Staff shall not, use or disclose any such materials without the prior written consent of the Customer save to the extent necessary for performance by the

Contractor of its obligations under the Agreement. If, and to the extent, that any intellectual property rights in such materials vest in the Contractor by operation of law, the Contractor hereby assigns to the Customer by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third-party rights).

31.3 The Contractor hereby grants the Customer:

- a) a perpetual, royalty-free, irrevocable, non-exclusive licence (with the right to sub-licence) to use all intellectual property rights in the Goods or in any materials accompanying the Goods to the extent that it is necessary to fulfil its obligations under this Agreement
- b) a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use:
 - any intellectual property rights vested in or licensed to the Contractor on the date of the Agreement
 - any intellectual property rights created from the date of the Agreement, but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services
- c) This licence includes any modifications to or derivative versions of any such intellectual property rights, which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.

31.4 The Contractor shall indemnify, and keep indemnified, the Customer in full against all Losses awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Goods or Services (or both), to the extent that the claim is attributable to the acts or omission of the Contractor or any Staff.

32. Governance and records

32.1 The Contractor shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Goods or Services (or both) supplied under it, and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

33. Confidentiality, transparency and publicity

33.1 Subject to clause 12.2, each Party shall:

- a) treat all Confidential Information it receives as confidential; safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party
- b) not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement

33.2 Notwithstanding clause 12.1, a Party may disclose Confidential Information which it receives from the other Party:

- where disclosure is required by applicable law or by a court of competent jurisdiction
- to its auditors or for the purposes of regulatory requirements
- on a confidential basis, to its professional advisers
- to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010
- where the receiving Party is the Contractor, to the Staff on a need-to-know basis to enable performance of the Contractor's obligations under the Agreement provided that the Contractor shall procure that any Staff to whom it discloses Confidential Information pursuant to this subclause shall observe the Contractor's confidentiality obligations under the Agreement
- where the receiving Party is the Customer:
 - on a confidential basis to the employees, agents, consultants and contractors of the Customer
 - on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business
 - to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions
 - in accordance with clause 13, and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 12

33.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or the EIR (or both), the content of the Agreement is not Confidential Information and the Contractor hereby gives its consent for the Customer to publish the Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA or the EIR (or both) redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Contractor to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA or the EIR (or both).

33.4 The Contractor shall not and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.

34. Freedom of information

34.1 The Contractor acknowledges that the Customer is subject to the requirements of the FOIA and the EIR and shall:

- provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the EIR

- transfer to the Customer all Requests for Information relating to the Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt
- provide the Customer with a copy of all information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such information
- not respond directly to a Request for Information unless authorised in writing to do so by the Customer

34.2 The Contractor acknowledges that the Customer may be required under the FOIA and the EIR to disclose information concerning the Contractor or the Goods or Services (or

both) (including commercially sensitive information) without consulting or obtaining consent from the Contractor. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA or EIR (or both), take reasonable steps, where appropriate, to give the Contractor advance notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

34.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any information relating to the Contractor or the Goods or Services (or both) is exempt from disclosure in accordance with the FOIA or the EIR (or both).

35. Protection and security of data

35.1 When handling Customer data, the Contractor shall ensure the security of the data is maintained in line with the security requirements of the Customer as notified to the Contractor from time to time.

35.2 The Contractor shall duly observe all its obligations under the Data Protection Legislation and shall provide all necessary assistance and cooperation as reasonably requested by the Customer to comply with its obligations under Data Protection Legislation which arise in connection with this Agreement.

35.3 The Parties acknowledge and agree that in connection with this Agreement neither Party will act as a Processor of the other (Processor having the meaning given to it in the UK GDPR). In the event that there is any change which requires either Party to act as a Processor the Parties agree, at their own cost, to enter into the Customer's standard data protection clauses (as amended or replaced from time to time).

35.4 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may, on not less than 30 Working Days' notice to the Contractor, amend this Agreement to ensure that it complies with Data Protection Legislation and any guidance issued by the Information Commissioner's Office. The Contractor will, at its own cost, implement any measures required for it to comply with requirements or recommendations of guidance issued by the Information Commissioner's Office and with the terms of this Agreement.

36. Liability

36.1 Neither Party shall be responsible for any injury, loss, damage, cost or expense suffered by the other Party if and to the extent that it is caused by the negligence or wilful misconduct of the other Party or by breach by the other Party of its obligations under the Agreement.

36.2 Subject always to clauses 15.3 and 15.4:

- a) the aggregate liability of the Contractor in respect of all Losses howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Goods or Services (or both), misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise, shall in no event exceed an amount equal to 10 times the value of the contract unless an alternative amount is stated in the Order
- b) the aggregate liability of the Customer in respect of all Losses howsoever caused, whether arising from breach of the Agreement, misrepresentation (whether tortious or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to the Charges paid or payable to the Contractor
- c) neither Party shall be liable to the other Party for any:
 - loss of profits
 - loss of business
 - loss of revenue
 - loss of or damage to goodwill
 - loss of savings (whether anticipated or otherwise)
 - any indirect, special or consequential loss or damage

36.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for the following: 15.3.1 Death or personal injury caused by its negligence or that of its staff, directors, officers, employees, agents, consultants and contractors. 15.3.2 Bribery, fraud or fraudulent misrepresentation by it or that of its staff, directors, officers, employees, agents, consultants and contractors. 15.3.3 Breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

15.3.4 Any other matter which, by law, may not be excluded or limited.

36.4 The Contractor's liability:

- under the indemnities in clauses 4.3 and 10.4 shall be unlimited
- for breach of clause 14 or under any other indemnity set out in this Agreement (or both) shall in each case be limited to £5,000,000 per claim

36.5 The Contractor acknowledges that, subject to the restrictions and limitations on liability set out in the remainder of this clause 15, any Losses suffered by the Customer that are caused by a breach, default, act, omission, negligence or statement of the Contractor or its staff, directors, officers, employees, agents, consultants or contractors shall be deemed to be Losses that have been suffered by, and which are recoverable by, the Customer.

36.6 Subject to clauses 15.1 and 15.3.4, the Customer does not accept any liability for any Losses the Contractor may incur or suffer arising from any access to the Customer's premises and any labour and equipment that may be provided by the Customer in connection with the Goods or Services (or both).

37. Force majeure

37.1 Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than 30 days, either Party may terminate the Agreement by written notice to the other Party.

38. Termination

38.1 In respect of the supply of Services, the Customer may terminate the Agreement at any time by notice in writing to the Contractor to take effect on any date falling at least 1 month (or, if the Agreement is less than 3 months in duration, at least 10 Working Days) later than the date of service of the relevant notice.

38.2 Without prejudice to any other right or remedy it might have, including any express rights of termination set out in the Agreement, the Customer may terminate the Agreement in whole or in part by written notice to the Contractor with immediate effect if any of the following apply:

- In the Customer's reasonable opinion, the provision of the Goods or Services (or both) will or is likely to conflict with the Customer's statutory obligations or where applicable with the Customer's obligations as a statutory consultee under any applicable legislation.
- (Without prejudice to clause 17.2.6), the Contractor is in material breach of any obligation under the Agreement which is not capable of remedy.
- The Contractor repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement.
- The Contractor is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Contractor receiving notice specifying the breach and requiring it to be remedied.
- The Contractor undergoes a change of control within the meaning of section 450 of the Corporation Tax Act 2010.
- The Contractor breaches the provisions of clauses 8.2, 12, 13, 14 or 18 (or any combination of these clauses).
- The Contractor becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Contractor (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Contractor's assets or business, or if the Contractor makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 17.2.7) in consequence of debt in any jurisdiction.
- The Contractor fails to comply with legal obligations in the fields of environmental, social or labour law.

38.3 The Contractor shall notify the Customer as soon as practicable of any change of control as referred to in clause 17.2.5 or any potential such change of control.

38.4 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under clauses 2, 3.1, 5.3, 5.5, 5.6, 6.1, 6.2, 6.5, 6.6, 8, 10, 11.2, 12, 13, 14, 15, 17.5, 18.5, 19.3, 20 and 21.7 and any other term or condition of the Agreement that either expressly or by implication has effect after termination.

38.5 Upon termination or expiry of the Agreement, the Contractor shall comply with the following:

38.6 Give all reasonable assistance to the Customer and any incoming contractor of Goods or Services (or both).

38.7 Return all requested documents, information and data to the Customer as soon as reasonably practicable.

39. Compliance

39.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Customer's premises, and which may affect the Contractor in the performance of its obligations under the Agreement.

39.2 The Contractor shall meet the following requirements:

- a) Comply with the reasonable requirements of the Customer's security arrangements.
- b) Comply with all the Customer's health and safety measures.
- c) Comply with the requirements of the Health and Safety at Work etc Act 1974, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Customer's premises.
- d) Make available to the Customer the Contractor's health and safety policy statement on request.
- e) Notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- f) Perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality, diversity and inclusion policies (as amended and provided to the Contractor from time to time).
- g) Take all reasonable steps to secure the observance of applicable equality Law and the Customer's equality, diversity and inclusion policies (as amended and provided to the Contractor from time to time) by all Staff.
- h) Share the Customer's commitment to ensure that workers employed within its supply chains are treated fairly, humanely and equitably. The Customer requires the Contractor to take reasonable steps to identify any areas of risk associated with this Agreement to ensure that it is meeting the International Labour Organisation (ILO) [International Labour Standards](#) and as a minimum comply with the Fundamental Standards under the ILO's [Conventions and Recommendations](#), encompassing the right to freedom of association and collective bargaining, prohibition of forced labour, prohibition of discrimination and prohibition of child labour.
 - i) Ensure that it and its sub-contractors:
 - pay staff fair wages

- implement fair shift arrangements, providing sufficient gaps between shifts, adequate rest breaks and reasonable shift length, and other best practices for staff welfare and performance
- j) Ensure its Staff and sub-contractors comply with the provisions of the Modern Slavery Act 2015 including Section 54 of the Act which requires certain organisations to publish annual modern slavery statements.
- j) Throughout the duration of the Agreement:
 - report the discovery or suspicion of any slavery, trafficking, forced labour, child labour, involuntary prison labour or labour rights abuses by it or its subcontractors to the Customer and Modern Slavery Helpline (0800 0121 700) and relevant national or local law enforcement agencies
 - shall, if the Contractor or the Customer identifies any occurrence of modern slavery connected to this Agreement, comply with any request of the Customer to submit a remedial action plan which follows the form set out in Annex D of the [Tackling Modern Slavery in Government Supply Chains guidance](#)
- k) Supply the Goods or Services (or both) and any packaging in accordance with the Customer's environmental policy as provided to the Contractor from time to time.

39.3 The Contractor in the performance of this Agreement should use reasonable endeavours to adopt a sound proactive environmental approach, designed to:

- a) minimise harm to the environment
- b) conserve energy, water, wood, paper and other resources
- c) reduce waste
- d) phase out the use of single-use plastic and ozone depleting substances
- e) minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health or the environment (or both)

39.4 The Contractor should be able to provide proof of so doing to the Customer on demand.

39.5 The Goods shall be packed and marked in a proper manner and in accordance with any instructions specified in the Order, any statutory requirements and any requirements of the carriers. All packaging materials shall be considered non-returnable. The Contractor shall indemnify the Customer against all Losses which the Customer may suffer or incur as a result of, or in connection with, any breach of this clause 18.4.

39.6 The Contractor shall comply with, and shall ensure that its Staff shall comply with, the provisions of:

- the Official Secrets Acts 1911 to 1989
- section 182 of the Finance Act 1989

40. Prevention of fraud, bribery and corruption

40.1 The Contractor shall not offer, give or agree to give anything to any person as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.

- 40.2 The Contractor shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Contractor (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 40.3 If the Contractor or the Staff engages in conduct prohibited by clause 19.1 or commits fraud in relation to the Agreement or any other contract with the Crown (including the Customer) the Customer may take either of the following actions:
- Terminate the Agreement and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods or Services (or both) and any additional expenditure incurred by the Customer throughout the remainder of the Agreement.
 - Recover in full of the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

41. Dispute resolution

- 41.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 41.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 20.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the 'Mediator') chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 41.3 If the Parties fail to appoint a Mediator within one month or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

42. General

- 42.1 Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 42.2 Save in relation to any rights or benefits which are conferred on the Customer, a person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 42.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 42.4 The Agreement contains the whole agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.
- 42.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.

- 42.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 42.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 42.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
- 42.9 Nothing in this Agreement shall prejudice, conflict with or affect the exercise by the Customer of its statutory functions, powers, rights, duties, responsibilities or obligations arising or imposed under any Law, legislative provision enactment, byelaw or regulation whatsoever, nor shall it fetter the exercise of any discretion the Customer may have.

43. Notices

- 43.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 22.3, email to the address of the relevant Party set out in the Order, or such other address as that Party may from time to time notify to the other Party in accordance with this clause.
- 43.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5:00pm on a Working Day. Otherwise, delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 43.3 Notices under clauses 16 (Force majeure) and 17 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 22.1.

44. Governing law and jurisdiction

- 44.1 The validity, construction and performance of the Agreement, and all contractual and non- contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

Appendix 2: Specification/Description

NOT USED