Dated 202{ }

The Police and Crime Client for Hampshire and Isle of Wight

and

[Name of Agent]

Agreement for the provision of Mast Management Services

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**Date 202{ }**

Parties

**(1) The Police and Crime Client for Hampshire and Isle of Wight** of The Long Barn, Dean Estate, Wickham Road, Fareham, Hampshire, PO17 5BN (the “**Client**”)

**(2) {FULL COMPANY NAME}** {incorporated and registered in England and Wales with company number (INSERT NO.)} **OR** {a charity registered in England and Wales with charity number (INSERT NO.)} whose {registered}{principal} office is at {INSERT ADDRESS}(the **“Agent”**).

Background

1. On { }, the Client advertised on the UK digital platform (reference { } seeking expressions of interest from potential providers for the provision of Mast Management Services.
2. The Client has, through a competitive procurement process, selected the Agent to provide these services and the Agent is willing and able to provide the services in accordance with the terms and conditions of this Agreement.
3. Full details of the Background to this Agreement can be found in the Specification at Schedule 1 (Service Specification).

Agreed terms

1. Interpretation
   1. In this Agreement the following expressions shall have the following meanings:

|  |  |
| --- | --- |
| **ACHIEVED KPI** | means in respect of any Service in any measurement period, the standard of performance actually achieved by the Agent in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service in Schedule 1 (Specification). |
| **AFFECTED PARTY** | has the meaning given to it in clause 28.1. |
| **AGREEMENT** | means this written agreement between the Client and the Agent consisting of these clauses and the attached Schedules. |
| **AGREEMENT PERIOD** | means the period from the Commencement Date to:   * + - 1. the date of expiry of the Initial Term, or       2. following an extension pursuant to clause 2.2, the date of expiry of the Extended Period,   or such earlier date of termination of the Agreement in accordance with the Law or the provisions of this Agreement. |
| **AGREEMENT PRICE** | means the charges levied by the Agent for the Services in accordance with the charges, invoicing methods and terms of payment as set out in this Agreement including Schedule 2 (Payment and Invoicing). |
| **AGREEMENT YEAR** | means a period of twelve (12) Months commencing on the Commencement Date and/or each anniversary of the Commencement Date. |
| **AGENT** | means the person, firm or company named above. |
| **AGENT'S CONTRACT MANAGER** | means the person identified by the Agent as the person responsible for managing the Agent’s overall relationship with the Client and delivery of the Services. |
| **AGENT'S EQUIPMENT** | has the meaning given to it in clause 8.1. |
| **AGENT'S TENDER** | means the details for delivery of the Services provided by the Agent as set out at Schedule 7 (Agent's Tender). |
| **ARMED FORCES COVENANT** | means the covenant signed by the Commissioner which can be found at Schedule 4. |
| **BRIBERY ACT** | means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation. |
| **BUSINESS CONTINUITY PLAN** | means the business continuity plan as set out in Schedule 3 (Business Continuity Plan) as amended from time to time. |
| **CHANGE** | any change to this Agreement including to any of the Services. |
| **CHANGE CONTROL NOTE** | the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure. |
| **CHANGE CONTROL PROCEDURE** | the procedure for changing this Agreement, as set out in Schedule 5. |
| **CHANGE OF CONTROL** | shall have the same meaning as set out in Section 1124 of the Corporation Tax Act 2010. |
| **CLIENT DATA** | means:   * + - 1. the data, case management information, text, drawings, diagrams, documents, records, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are:          1. supplied or communicated to the Agent by or on behalf of the Client;          2. inputted into the Client's IT systems or the Agent’s IT system by the Client or the Client’s Representatives; or          3. which the Agent is required to access, generate, process, store or transmit pursuant to this Agreement, whether on the Client's IT systems or the Agent’s IT system; or   any Personal Data for which the Client is the Controller. |
| **CLIENT EQUIPMENT** | means the Client's equipment, plant, materials and such other items supplied and used by the Client in the performance of its obligations under this Agreement. |
| **CLIENT'S PREMISES** | means any premises made available from time to time to the Agent by the Client in connection with this Agreement. |
| **CLIENT'S REPRESENTATIVE** | means the person identified by the Client as being the person responsible for managing the overall relationship with the Agent. |
| **COMMENCEMENT DATE** | means the [7th December 2025]. |
| **COMMERCIALLY SENSITIVE INFORMATION** | means any Party's Information that:   * + - 1. if disclosed, could prejudice the other Party's commercial interests and/or   constitutes a trade secret. |
| **CONFIDENTIAL INFORMATION** | means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA 2018. |
| **CONNECTED PERSON** | has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023. |
| **CONSENTS** | means:   * + - 1. any permission, consent, approval, certificate, permit, licence, statutory agreement, authorisation, exception or declaration required by Law for or in connection with the performance of Services; and/or       2. any necessary consent or agreement from any third party needed either for the performance of the Agent’s obligations under this Agreement or for the provision by the Agent of the Services in accordance with this Agreement. |
| **DATA PROTECTION LEGISLATION** | all applicable UK law relating to the processing of personal data and privacy, including but not limited to the UK GDPR, and the Data Protection Act 2018. |
| **DEBARMENT LIST** | the list of Agents referred to in Section 62 of the Procurement Act 2023. |
| **DEFAULT** | means any breach of the obligations of the relevant Party or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of this Agreement. |
| **DEFAULT NOTICE** | has the meaning given to it in clause 27.2. |
| **DISPUTE** | has the meaning given to it in clause 35.1. |
| **DISPUTE NOTICE** | has the meaning given to it in clause 35.1.1. |
| **ENVIRONMENTAL INFORMATION REGULATIONS/EIR** | means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations. |
| **EXTENSION PERIOD** | has the meaning given to it in clause 2.2. |
| **FOIA** | means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation. |
| **FORCE MAJEURE EVENT** | means any circumstance affecting its performance of its obligations under this Agreement not within a Party's reasonable control including, without limitation:   * + - 1. acts of God, flood, drought, earthquake or other natural disaster;       2. epidemic or pandemic (excluding Covid19);       3. terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;       4. nuclear, chemical or biological contamination or sonic boom;       5. any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent;       6. collapse of buildings, fire, explosion or accident; and       7. any labour or trade dispute, strikes, industrial action or lockouts; and       8. interruption or failure of utility service   but excluding any industrial dispute relating to the Agent or the Staff or any other failure in the Agent's supply chain. |
| **FRAUD** | means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or defrauding or attempting to defraud or conspiring to defraud the Client. |
| **GOOD INDUSTRY PRACTICE** | means standards, practices, methods and procedures (as practised in the United Kingdom) and conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced Agent, manager, operator or other person (as the case may be) engaged in a similar type of undertaking under this Agreement under the same or similar circumstances. |
| **INFORMATION** | has the meaning given under section 84 of the FOIA. |
| **INITIAL TERM** | means the period from the Commencement Date to [6th December 2030], or such earlier date of termination of the Agreement in accordance with the Law or the provisions of the Agreement. |
| **INSOLVENCY EVENT** | in relation to the Agent:   * + - 1. any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being entered into (or, in the case of such a voluntary arrangement, being proposed);       2. a supervisor, receiver, administrator, administrative receiver or other encumbrancer of a similar nature taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged with seven (7) days) upon the whole or any material part of the Agent’s assets;       3. a court makes an order that the Agent be wound up or a resolution for a voluntary winding up of the Agent is passed;       4. ceasing or threatening to cease to carry on business or being or being deemed to be unable to pay its debts when they become due within the meaning of Section 123 of the Insolvency Act 1986;       5. being an individual(s), has a bankruptcy order made against him or compounds with his creditor or comes to any arrangements with any creditors. |
| **INTELLECTUAL PROPERTY RIGHTS** | means patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off. |
| **KPI** | means key performance indicator, as more particularly described in Schedule 1 (Specification). |
| **LAW** | means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Agent is bound to comply. |
| **MANDATORY POLICIES** | means the Client's policies listed in Schedule 1 (Specification), as amended by notification to the Agent from time to time. |
| **MODERN SLAVERY STATEMENT** | means the statement found at <https://www.hampshire-pcc.gov.uk/transparency/policy-and-governance/modern-slavery-statement-2021> |
|  |  |
| **MONTH** | means calendar month. |
| **MSA OFFENCE** | means an offence committed under the Modern Slavery Act 2015. |
| **PARENT COMPANY** | shall have the meaning as set out in Section 1162 of the Companies Act 2006. |
| **PARTY** | means a party to this Agreement and the term "Parties" shall be construed accordingly. |
| **PERMITTED PURPOSE** | has the meaning given to it in clause 17.2.1. |
|  |  |
| **PERSISTENT BREACH** | means a Default that occurs either:  (a) in three (3) consecutive months, or  (b) in any three (3) months within a rolling six (6) month period. |
| **PERSONAL DATA** | take the meaning given in the UK GDPR. |
| **PROCUREMENT ACT 2023 (PA2023)** | means the Procurement Act 2023 which received Royal Assent on 26th October 2023 which came into force on 24th February 2025 and applies to procurement (and their resulting contracts) started on and after 24th February 2025. |
| **PROHIBITED ACT** | each of the following constitutes a "Prohibited Act":   * + - 1. to directly or indirectly offer, promise or give any person working for or engaged by the Client a financial or other advantage to:-          1. induce that person to perform improperly a relevant function or activity; or          2. reward that person for improper performance of a relevant function or activity       2. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;       3. committing any offence:-          1. under the Bribery Act;          2. under legislation creating offences concerning fraudulent acts;          3. at common law concerning fraudulent acts relating to this Agreement or any other agreement with the Client;          4. defrauding, attempting to defraud or conspiring to defraud the Client; or          5. committing an offence under sub-section (2) of section 117 of the Local Government Act 1972. |
| **REGULATORY BODIES** | means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of the Client and “Regulatory Body” shall be construed accordingly. |
| **RELIEF EVENT** | has the meaning given to it in clause 27.1. |
| **REPLACEMENT AGENT** | means any third party supplier of Replacement Services appointed by the Client from time to time. |
| **REPLACEMENT SERVICES** | means any services that are fundamentally the same as any of the Services and which the Client receives in substitution for any of the Services following the termination or expiry of this Agreement, whether those services are provided by the Client internally or by any Replacement Agent. |
| **REPRESENTATIVES** | means any employee, officer, worker, agent or service provider engaged by a Party in connection with the Services, including any Sub-Contractor. |
| **REQUEST FOR INFORMATION** | shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply). |
| **SCHEDULE** | means a schedule attached to, and forming part of, this Agreement. |
| **SERVICE or SERVICES** | means the service or services to be supplied by the Agent as specified and detailed in the Specification and the Agent's Tender. |
| **SPECIFICATION** | means the description of the Services to be supplied under this Agreement as set out in Schedule 1 (Specification). |
| **STAFF** | means all persons employed by the Agent to perform its obligations under this Agreement together with the Agent’s locums, agents, Agents and Sub-Contractors used in the performance of its obligations under this Agreement. |
| **SUB-CONTRACT** | means any contract or agreement, or proposed contract or agreement between the Agent and any third party whereby that third party agrees to provide to the Agent the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services. |
| **SUB-CONTRACTOR** | means the third parties that enter into a Sub-Contract with the Agent. |
| **TARGET KPI** | means the minimum level of performance for a KPI which is required by the Client as set out against the relevant KPI in Schedule 1 (Specification). |
| **TERMINATION NOTICE** | means any notice to terminate this Agreement which is given by either Party. |
| **UK GDPR** | means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union Withdrawal Act of 2018. |
| **VAT** | means value added tax in accordance with the provisions of the Value Added Tax Act 1994. |
| **WORKING DAY** | means any day Monday to Friday inclusive of each week excluding Christmas Day, Good Friday and Bank Holidays in England. |

* 1. The following rules of interpretation shall apply in this Agreement:
     1. clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;
     2. the Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules;
     3. reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
     4. words in the singular shall include the plural and vice versa;
     5. unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
     6. reference to a statute, statutory provision or subordinated legislation is a reference to it as it is in force taking account of any amendment or re-enactment and includes any statute, statutory provision or subordinate legislation which it amends or re-enacts;
     7. reference to writing or written includes email;
     8. references to clauses and Schedules are to the clauses and Schedules of this Agreement, references to paragraphs are to paragraphs of the relevant Schedule;
     9. any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;
     10. if there is any conflict or ambiguity between any of the provisions in the main body of the Agreement and the Schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
         1. the clauses of the Agreement;
         2. the schedules to this Agreement other than Schedule 7 (Agent's Tender);
         3. Schedule 7 (Agent's Tender) to this Agreement;

save to the extent that the standards or levels of Service set out in the Agent’s Tender exceed those set out in Schedule 1 (Specification), in which case, such higher standards or levels of performance set out in the Agent’s Tender shall prevail (to the extent necessary to achieve the performance of such higher standards or levels of performance only);

* + 1. where the consent of a Party is required under this Agreement, such consent shall not be unreasonably withheld, conditioned or delayed;
    2. reference to this Agreement or to any other agreement or document referred to in this Agreement is a reference of this Agreement or such other agreement or document as varied or novated (in each case, other than in breach of the provisions of this Agreement) from time to time; and
    3. this Agreement shall be binding on, and endure to the benefit of, the Parties to this Agreement and its respective personal representatives, successors and permitted assigns, and references to any Party shall include that Party's personal representatives, successors and permitted assigns.
  1. Any decision, act or thing which the Client is required or authorised to take or do under this Agreement may be taken or done by the Client’s Representative or any person authorised, either generally or specifically, by the Client to take or carry out that decision, act or thing, provided that upon receipt of a written request the Client shall inform the Agent of the name of any person so authorised.
  2. Where the consent of a Party is required under this Agreement such consent shall not be unreasonably withheld or delayed.
  3. The terms of this Agreement apply to the exclusion of any other terms (including the Client’s Purchase Order Terms and Conditions) that the Agent seeks to impose or incorporate, or which are implied by Law, custom, practice or course of dealing.

1. Agreement Period and Extension
   1. This Agreement shall take effect on the Commencement Date and shall continue for the Agreement Period unless terminated earlier in accordance with this Agreement.
   2. The Client may extend this Agreement in whole or in part beyond the Initial Term by a further period or periods of up to twelve (12) Months (each such extension together with any such extensions, being the "Extension Period"), up to a maximum Agreement Period of six (6) years. If the Client wishes to extend this Agreement, it shall give the Agent at least six (6) Months' written notice of such intention before the expiry of the Initial Term or before the end of any previous Extension Period (as the case may be).
   3. If the Client serves notice in accordance with clause 2.2 above then the Agreement Period shall be extended by the period set out in the notice.
   4. Any such Extension Period shall be on the same terms and conditions as under the Agreement unless otherwise agreed in writing by the Parties in accordance with clause 30.1 (Change).
   5. If the Client does not wish to extend this Agreement beyond the Initial Term or any Extension Period (as applicable) this Agreement shall expire on the expiry of the Initial Term in accordance with clause 2.1 or the expiry of the relevant Extension Period (as applicable) and the provisions of clause 25 (Consequences of Expiry or Termination) shall apply.
2. Warranties and sufficiency of information
   1. The Agent warrants that:
      1. the Client has delivered or made available to the Agent all of the information and documents that the Agent considers necessary or relevant for the performance of its obligations under this Agreement;
      2. it has satisfied itself before submitting its Agent's Tender and entering into this Agreement as to the accuracy and sufficiency of any information provided by the Client;
      3. it has satisfied itself as to the nature and extent of the risks assumed by it under the Agreement including the accuracy of the Agreement Price and other financial information stated by the Agent in the Agent's Tender, which shall (except in so far as is otherwise provided in the Agreement) cover all the Agent's obligations under the Agreement;
      4. it has obtained for itself all the necessary information as to risks, contingencies, and any other circumstances whatsoever which might reasonably influence or affect the Agent’s Tender;
      5. it has entered into this Agreement in reliance on its own due diligence;
      6. it has full capacity, authority and all necessary Consents (including, where its procedures so require, the consent of its Parent Company) to enter into and to perform its obligations under this Agreement;
      7. this Agreement is executed by a duly authorised representative of the Agent;
      8. there are no actions, suits or proceedings or regulatory investigations pending or, threatened against or affecting the Agent before any court or administrative body or arbitration tribunal that might affect the ability of the Agent to meet and carry out its obligations under this Agreement;
      9. it will perform and procure the performance of its obligations under this Agreement in compliance with all applicable Laws;
      10. it has, and will continue to hold, all Consents and regulatory approvals necessary to fulfil its obligations under this Agreement;
      11. it shall discharge its obligations under this Agreement using personnel of the required skill, experience and qualifications and with all due skill, care and diligence and in accordance with Good Industry Practice;
      12. all information that it provides in connection with its obligations under this Agreement (save for information which originated with the Client) shall in all material respects be accurate, complete and not misleading;
      13. in entering into this Agreement, it has not committed any Fraud or fraudulent misrepresentation;
      14. it has not committed any Prohibited Act;
      15. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Agent or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Agent's assets or revenue; and
      16. neither the Agent nor any of its officers, employees, agents or Sub-Contractors has:
          1. committed an MSA Offence;
          2. been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
          3. is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
          4. in the three (3) years prior to the date of this Agreement:
             1. it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to

it in any country where it files accounts;

* + - * 1. it has been in full compliance with all applicable securities Laws and regulations in the jurisdiction in which it is established; and
        2. it has not performed any act or omission with respect to its financial accounting or reporting which could have an adverse effect on the Agent's position as an ongoing business concern or its ability to fulfil its obligations under this Agreement.
  1. Except as may be expressly set out in the Agreement, the Client does not warrant the accuracy of any representation or statement of fact or law including, without limitation, the frequencies or volumes set out in the Specification or other tender document given to the Agent by the Client, its servants or agents at any time before the execution of this Agreement.
  2. Subject to clause 3.4, the Client shall not be liable to the Agent for any loss or damage which the Agent may sustain as a result of relying on any such other representation, statements, information or advice whether in contract, tort, under the Misrepresentation Act 1967 or otherwise, as a result of any inaccuracy or misrepresentation of any information (in any case whether oral, written, express or implied) or any omission in respect thereof made or agreed to by any person (whether a party to this Agreement or not); and
  3. Clause 3.3 shall not apply to any statement, representation or warranty made fraudulently or to any provision of this Agreement which was induced by Fraud, for which the remedies available shall be all those available under Law.
  4. The Agent:
     1. warrants and represents that all information and statements made by the Agent as a part of the procurement process, including without limitation the Agent’s Tender or response to any request to participate (if applicable), are true, accurate and not misleading, save as may have been specifically disclosed in writing to the Client prior to execution of the agreement; and
     2. shall promptly notify the Client in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Client during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs; and
     3. shall promptly notify the Client in writing if, during the Agreement Period:
     4. the Agent, the Agent’s Connected Persons or any Sub-Contractor is placed on the Debarment List;
     5. a mandatory exclusion ground or discretionary exclusion ground applies to the Agent, the Agent’s Connected Persons or any Sub-Contractor; and}
     6. shall promptly notify the Client in writing within 7 days of any changes to the Agent’s Connected Persons together with information regarding the identity of the new Connected Persons.
  5. Each of the Parties hereby confirms that it has not relied on any written or oral representation, warranty or undertaking of the other in entering into the Agreement save for any such representation, warranty or undertaking expressly set out in this Agreement. This clause shall not apply so as to restrict the liability of any Party hereunder in respect of any Fraud or fraudulent misrepresentation.

1. Pre-conditions
   1. On or before the Commencement Date and within twenty-eight (28) calendar days of a written request by the Client at any time the Agent shall:
      1. produce to the Client, for inspection, documentary evidence that the required insurances under clause 23 are properly in place, adequate and valid including (where relevant) evidence that any Sub-Contractors have (or will have) the appropriate required insurances under clause 23 in place;
      2. provide full details of any sub-contracting arrangements as detailed in clause 33 (Sub-Contracting);
   2. If the Agent fails to comply with any of the provisions of clause 4.1, this shall constitute a material breach of a fundamental term of this Agreement and the Client may (without prejudice to any other right or remedy available to it) terminate this Agreement by written notice to the Agent having immediate effect.
2. Services
   1. During the Agreement Period the Agent shall provide the Services from the Commencement Date with all reasonable care, skill, prudence and foresight and in accordance with:
      1. the provisions of this Agreement, including the Specification;
      2. the requirements of all Consents (which the Agent shall obtain, maintain and comply with at its own cost (unless otherwise agreed in writing with the Client);
      3. all applicable Laws;
      4. Good Industry Practice;
      5. Mandatory Policies;
      6. the Target KPI; and
      7. all reasonable instructions of the Client’s Representative acting in good faith and in accordance with this Agreement.
   2. Where there is any conflict or inconsistency between the provisions of this Agreement and the requirements of a Consent, then the latter shall prevail, provided that the Agent has made all reasonable attempts to obtain a Consent in line with the requirements of this Agreement.
   3. The Agent shall as soon as practicable notify the Client’s Representative of any circumstance which may prejudice the Agent’s ability to perform all or part of the Services in accordance with this Agreement on either a temporary or permanent basis.
   4. Subject to clause 28 (Force Majeure) where the Agent is unable to perform either part or all any of its obligations under this Agreement on either a temporary or permanent basis then the Client may employ another Agent to provide that part of those Services and recover its additional costs (if any) reasonably and properly incurred in doing so from the Agent.
   5. Nothing in this Agreement shall prevent the Client from instructing another Agent to undertake part or all of the Services in particular where:
      1. the Agent is unable to respond for any reason, or
      2. the Client is entitled to suspend the Services in accordance with this Agreement.
3. Key Performance Indicators (KPI)
   1. Where any Service (or element of the Services) is listed in Schedule 1 (Specification) as being subject to a specific KPI, the Agent shall provide that Service in such a manner so as to ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI.
   2. If the existing Services are varied or new Services are added, Target KPIs for the same will be determined and included within Schedule 1 (Specification).
   3. The Agent shall provide records of and management reports summarising the Achieved KPI as provided for in clause 13 (Agreement Management/Governance).
   4. In the event that any Achieved KPI falls short of the relevant Target KPI, the Client may consider this a Default and without prejudice to any other rights the Client may have, the provisions of clause 27 (Remedies/Poor performance) may apply.
4. Complaints handling
   1. The Agent shall maintain a system for receiving and investigating complaints and keeping details of how many complaints are received and how they are dealt with. The Agent shall:
      1. publicise the complaints procedure;
      2. ensure that complainants who are not satisfied with the Agent’s response are informed of their right to refer their complaints to the Client’s Representative.
   2. Upon reasonable request, the Agent shall supply the Client’s Representative with a copy of its complaints procedures and records relating to complaints made in relation to the Services and the Agent’s response.
5. Agent's Equipment
   1. The Agent shall ensure that throughout the Agreement Period it supplies or makes available in good condition and in working order and within the Agreement Price all such resources and equipment as may be necessary for the proper provision of the Services including, without limitation, staff, labour, machinery, equipment, materials, transport and delivery facilities, consumables, premises, software, hardware and vehicles (the “Agent's Equipment”).
   2. The Agent shall ensure that all licence fees, consent fees, maintenance fees and royalties relevant to the Agent's Equipment used in the provision of the Services are paid and up to date throughout the Agreement Period and that the Agent's Equipment is properly maintained and replaced when necessary.
   3. The Agent shall maintain all Agent's Equipment's used in the performance of the Agreement in a safe condition so they are fit for purpose of delivering the Services and as a minimum comply with the requirements of this Agreement and in accordance with the manufacturer’s instructions (including all maintenance and servicing requirements), and must not be used or modified in such a way as to negate or diminish any warranty or insurance cover which may relate to the Agent's Equipment or create an additional risk to users of that equipment.
6. Client Equipment
   1. Insofar as the Agent will use in connection with the provision of the Services any Client Equipment offered by the Client, the Client shall make such Client Equipment available to the Agent but in no circumstances may any Client Equipment be moved to any premises other than the Client 's Premises without the Client’s Representative’s written consent.
   2. Any Client Equipment to which clause 9.1 applies will be made available to the Agent free of charge.
   3. The Agent shall use the Client Equipment solely in connection with the provision of the Services and shall make good any damage to the Client Equipment caused by the Agent, its Sub-Contractors, Staff, servants or agents. Any damage shall be remedied by the Agent in accordance with the reasonable instructions of the Client’s Representative and all costs incurred in complying with this clause shall be borne by the Agent. Client Equipment used by the Agent shall be maintained (or restored at the end of the Agreement Period) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) by the Agent. Any damage to the Client Equipment must be notified to the Client immediately.
   4. The Client does not guarantee, warrant or give any assurances as to the age or state of repair or suitability for use in the Service of any item of Client Equipment and the Agent hereby acknowledges that it has carried out its own due diligence including inspections of such equipment and has satisfied itself as to the condition and suitability of each item of such Client Equipment for use in the provision of the Service and accordingly the Agent shall not be relieved from any liability in relation to any failure to provide the Service or any part of it where such failure is caused by a failure in of or the unsuitability of any Client Equipment.
   5. The Client Equipment shall remain the property of the Client and shall be delivered up to the Client at the end of the Agreement Period or earlier termination except insofar as it has reached the end of its useful life and has been disposed of. Any item of equipment which was not Client Equipment shall remain the property and responsibility of the Agent or relevant third party and shall not, unless expressly provided to the contrary in the Agreement, be delivered up to the Client at the end of the Agreement Period.
7. Agent's Staff
   1. The Agent shall employ in and about the provision of the Services only such persons who are:
      1. of suitable character;
      2. suitably and appropriately qualified, trained, skilled and experienced in the area of work which they are to perform;
      3. covered by the Agent’s (and/or by the relevant Sub-Contractor’s) required insurances for the provision of the Services.
   2. The Agent shall ensure that it adheres to the provisions of section 2.13 of the Invitation to Tender document contained in Schedule 1 (Specification) in respect of the security vetting of its Staff.
   3. The responsibility for all aspects of the employment of Staff including selection, recruitment, training, management, daily direction and control, supervision, grievance and discipline at all times rests entirely with the Agent.
   4. The Agent shall at all times be fully responsible for any Agent Staff registration requirements and the payment of all income or other taxes, national insurance contributions, or levies of any kind, relating to or arising out of the employment of any person employed by the Agent and shall fully and promptly indemnify the Client in respect of any liability.
   5. The Agent shall ensure that its Staff:
      1. where specifically identified to the Client, will be assigned to provide the Services;
      2. are appropriately attired for the duties they are undertaking including, (where necessary) wearing protective clothing and footwear.
8. Re-Tender and Handover
   1. The Agent shall provide the Client with such information and data as the Client may reasonably require to enable it to prepare the necessary documentation to carry out a procurement process or to appoint a Replacement Agent to provide the Services in place of the Agent.
9. Payment & invoicing
   1. In consideration of the Agent performing its obligations in accordance with the terms and conditions of this Agreement, the Client shall pay the Agreement Price to the Agent in accordance with the payment plan set out in Schedule 2 (Payment and Invoicing).
   2. The Agent shall not suspend performance under this Agreement if any payment is overdue unless it is entitled to terminate this Agreement under the terms of this Agreement.
   3. Where the Agent enters into a Sub-Contract for the purpose of performing this Agreement, it shall cause a term to be included in such Sub-Contract that requires payment to be made of undisputed sums by the Agent to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a valid invoice, as defined by the Sub-Contract requirements. Where the Agent is late in making such payment the Agent shall report to the Client any late payment.
   4. The Agent shall invoice the Client for payment of the Agreement Price at the time the charges are expressed to be payable in accordance with Schedule 2 (Payment and Invoicing).
   5. The Client shall make payment of the Agreement Price within thirty (30) calendar days of receipt of a valid invoice submitted in accordance with Schedule 2 (Payment and Invoicing).
   6. Invoices which do not meet the requirements of Schedule 2 (Payment and Invoicing) will not be settled until receipt of an accurate invoice. The Client reserves the right to return an invoice that does meet the requirements of Schedule 2 (Payment and Invoicing).
   7. The Agreement Price is exclusive of VAT. If applicable, the Client will pay VAT at the rate and from time to time in the manner prescribed by Law.
   8. If any sum payable under this Agreement is not paid within thirty (30) calendar days of the due date, the Party to whom the same is due reserves the right to charge interest from the date due for payment to the actual date of payment in accordance with the Late Payments of Commercial Debts (Interest) Act 1998. No interest shall be payable on any amount that is the subject matter of a bona fide dispute between the Parties.
   9. Unless otherwise expressly agreed between the Parties, the Agreement Price and such other amounts expressed to be payable by the Client under this Agreement shall constitute the Client 's entire payment liability to the Agent under this Agreement and the Agent hereby indemnifies the Client against any liability to any third party for costs or charges relating to performance of the obligations.
   10. The Agent shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Client pursuant to this Agreement. Such records shall be retained for inspection by the Client for six (6) years from the end of the Agreement Year to which the records relate.
   11. In accordance with the provisions of section 4 (Management Costs) of the Statement of Requirements contained in Schedule 1 (Specification) on each anniversary of the Commencement Date the elements of the Agreement Price that are expressed as hourly rates for additional works as set out in the pricing schedule contained in Schedule 7 (Agent’s Tender) shall be reviewed by the Client and may be increased or reduced by a percentage not exceeding the increase or reduction (if any) in the Consumer Price Index (using the most recently available edition) immediately preceding such price review or, in the case of the first review, since the Commencement Date or three percent (3%) (whichever is lowest).
   12. In accordance with the provisions of section 4 (Management Costs) of the Statement of Requirements contained in Schedule 1 (Specification) the elements of the Agreement Price that are expressed as a percentage of the terrier value, works value or mark up for the core management fee, additional works management fee and subcontractor pass through and as set out in the pricing schedule contained in Schedule 7 (Agent’s Tender) shall remain fixed during the Agreement Period.
10. Agreement management/Governance
    1. The Agent shall at all times properly manage and monitor performance of its obligations under this Agreement.
    2. The Agent shall appoint an Agent's Contract Manager to act on its behalf for all purposes connected with this Agreement, and any replacements to the Agent's Contract Manager shall be subject to the prior written approval of the Client’s Representative.
    3. Notices, information, instructions or other communications given to the Agent's Contract Manager by the Client shall be deemed to have been given to the Agent.
    4. The Agent shall ensure that at all times the Client’s Representative is provided with up-to-date contact details for the Agent's Contract Manager or any temporary or permanent replacement including name, work address, work and mobile telephone numbers.
    5. The Agent's Contract Manager or a duly authorised and competent representative of the Agent shall be available to meet the Client’s Representative at all reasonable times and shall provide such written reports as the Client’s Representative may reasonably require prior to such meetings or generally.
    6. The Agent shall compile and maintain such information as the Client may reasonably require so that the Client is able to monitor and evaluate the provision and performance of its obligations under this Agreement.
    7. The Agent shall have in place robust financial management systems and shall adopt sound accounting and other financial procedures to ensure effective and efficient running of its business and its continued financial viability.
    8. The Agent shall operate open book accounting so financial information is accessible to the Client at agreed frequency and format.
    9. During the Agreement Period, should the Agent change its registered name and/or address as defined above in the Agent’s party information it shall, within five (5) Working Days of changing its registered company name and/or address notify the Client of its new registered company name and/or address.
11. Statutory functions
    1. Nothing in this Agreement shall prejudice or affect the Client’s rights, powers, duties and obligations in relation to the exercise of its functions as a local authority.
12. Social responsibility and Prevent
    1. In the performance of the Services and in its dealings with Client employees, customers and members of the general public, the Agent shall, as if it were a public body, comply and shall ensure that its representatives comply with:
       1. the Human Rights Act 1998;
       2. the Equality Act 2010 and all applicable Laws relating to equal opportunities and shall have an equal opportunities policy;
       3. the Client’s equal opportunities policies and procedures as may be adopted and amended from time to time and as notified to the Agent; and
       4. the Client’s Modern Slavery Statement.
    2. The Client has signed the Armed Forces Covenant. In the performance of the Services and in its dealing with Staff, and members of the general public, the Agent shall comply and ensure that its representatives comply with the Armed Forces Covenant. In particular, the Agent shall ensure that:
       1. those who have served in the past, and their families, should face no disadvantage compared to other citizens in the provision of public and commercial services;
       2. where appropriate, they take appropriate actions to support the transition from military to civilian life; and
       3. where appropriate, they work with partners to make efficient use of available resources to deliver the best possible outcomes for members of the armed forces community.
    3. The Agent acknowledges that the Client has a duty under the Counter Terrorism and Security Act 2015 (“CTSA 2015”) to have due regard to the requirement to prevent people from being drawn into terrorism (“Prevent Duty”). The Agent shall, and shall procure that its Staff shall, give all reasonable assistance and support to the Client in meeting its Prevent Duty as a specified authority pursuant to the CTSA 2015 (and all regulations made thereunder) and the Agent shall have regard to the statutory guidance issued under section 29 of the CTSA 2015.
    4. The Agent shall establish clear policies to deal with dangerous, exploitative or unsafe behaviour and practice and provide training to all the Agent’s Staff to develop appropriate skills and knowledge.
    5. The Agent shall have in place and shall have implemented robust up-to-date procedures (including whistle-blowing policy and recruitment checks) for avoiding and responding to actual or suspected physical, sexual, psychological, financial or material abuse, discriminatory abuse, domestic abuse, organisational abuse, modern slavery, self neglect and acts of neglect or omission. Such procedures shall be reviewed at least once every year.
13. Health and Safety
    1. The Agent shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons in the performance of this Agreement.
    2. The Agent shall ensure that any information and data relevant to demonstrating its compliance with clause 16.1 above is made available to the Client on request. In addition, the Agent shall notify the Client immediately of any problems or deficiencies within their organisation relating to health and safety matters.
    3. The Agent shall notify the Client immediately in the event of any incident occurring in the performance of this Agreement where that incident causes any personal injury or damage to property that could give rise to personal injury.
    4. The Agent and any Sub-Contractor shall co-operate with the Client in any investigation into any incident reported to the Client, including providing access to any location, item of equipment, information or individual necessary for an effective and thorough investigation.
    5. Where the investigation into an incident identifies failings in compliance with health and safety legislation codes of practice and any matters set out in clause 16.1 above, the Agent shall take such steps as are necessary to fully address the failings.
    6. The Agent shall inform the Client of any Health and Safety regulatory intervention that impacts on or relates to the performance of its obligations under this Agreement.
14. Confidentiality/Transparency
    1. The term "Confidential Information" does not include any information that:
       1. is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party or its Representatives in breach of this clause); or
       2. was available to the receiving Party on a non-confidential basis prior to disclosure by the disclosing Party; or
       3. was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party; or
       4. was known to the receiving Party before the information was disclosed to it by the disclosing Party; or
       5. the Parties agree in writing is not.
    2. Each Party shall keep the other Party's Confidential Information confidential and shall not:
       1. use such Confidential Information except for the purpose of exercising or performing its rights and obligations under this Agreement (“Permitted Purpose”); or
       2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause.
    3. A Party may disclose the other Party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
       1. it informs such Representatives of the confidential nature of the Confidential Information prior to disclosure; and
       2. at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
    4. A Party may disclose Confidential Information to the extent required by Law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction or in accordance with the Client’s obligations under the FOIA and Data Protection Legislation as set out in clauses 18 (Freedom of Information/Transparency) and 19 (Data Protection) below, provided that, to the extent it is legally permitted to do so, it gives the other Party as much notice of such disclosure as possible.
    5. The Agent acknowledges that the Client may, during the Agreement Period, be required by Law to publish certain information in relation to the Agent's performance against the KPI as set out in Schedule 1 (Specification) and where applicable any breach of the Agreement by the Agent and/or termination of the Agreement. The Agent shall render such assistance and co-operate with the Client to enable such publication; however, the Client shall, at its sole discretion, determine the information and data that it is required to publish and whether there is any confidential or commercially sensitive information to be redacted prior to publication.
    6. The Client, in line with the Government’s ongoing drive to open up the activities of the Public Sector to greater scrutiny, has prepared its transparency agenda and the Agent hereby agrees that, notwithstanding anything set out in this clause or elsewhere in this Agreement, the Client shall be entitled to publish this Agreement in whole or in part (including from time to time any agreed changes to the Agreement), in whatever form the Client may decide. The Agent further agrees that the Client may publish any payments made by the Client to the Agent under this Agreement.
    7. On termination of this Agreement, each Party shall:
       1. return to the other Party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other Party's Confidential Information;
       2. erase all the other Party's Confidential Information from its computer systems (to the extent possible); and
       3. certify in writing to the other Party that it has complied with the requirements of this clause, provided that a recipient Party may retain documents and materials containing, reflecting, incorporating or based on the other Party's Confidential Information to the extent required by Law or any applicable governmental or regulatory authority.
    8. The Agent shall procure that each Sub-Contractor used by it in the provision of the Services under this Agreement executes a confidentiality undertaking in a form approved by the Client. The Agent shall immediately notify the Client of any notification it receives from a party to such an undertaking that it believes there to have been a disclosure of such information or of any reasonable suspicion it has that there has been a breach of such an undertaking.
    9. The provisions of this clause shall survive for a period of six (6) years from termination of this Agreement.
15. Freedom of Information/Transparency
    1. The Agent acknowledges that the Client is subject to the requirements of the FOIA and the EIR. The Agent shall:
       1. provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the FOIA and EIR;
       2. transfer to the Client all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
       3. provide the Client with a copy of all Information belonging to the Client requested in the Request for Information which is in its possession or control in the form that the Client requires within five (5) Working Days (or such other period as the Client may reasonably specify) of the Client 's request.
    2. The Agent acknowledges that the Client may be required under the FOIA and EIR to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Agent. The Client shall take reasonable steps to notify the Agent of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Client shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIR.
    3. Notwithstanding any other term of this Agreement, the Agent consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIR.
    4. The Client may, prior to publication, consult with the Agent on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Agent shall assist and co-operate with the Client to enable the Client to publish this Agreement.
16. Data Protection
    1. It is not anticipated that there will be any Personal Data processed under this Agreement with the exception of business names and contact details which the Parties shall share in order to manage the Agreement.
    2. If any other Personal Data is processed, the Parties shall comply at all times with provisions equivalent to the Data Protection Legislation and shall agree any necessary amendments or variations to this clause in accordance with the provisions set out in this Agreement.
    3. Each Party agrees that it shall not perform its obligations under this Agreement in such a way as to cause the other Party to breach any of its applicable obligations under the Data Protection Legislation.
17. Intellectual Property Rights
    1. Save as expressly granted under this Agreement, neither the Client nor the Agent shall acquire any right, title or interest in any Intellectual Property Rights vested in or licensed to the other Party prior to or independently of the performance by the relevant Party of its obligations under this Agreement.
    2. In the absence of prior written agreement by the Client to the contrary, all Intellectual Property Rights created by the Agent or any Staff, agent or Sub-Contractor of the Agent:
       1. in the course of performing the Services; or
       2. exclusively for the purpose of performing the Services,

shall by virtue of this Agreement be vested in the Client on creation.

* 1. The Agent shall indemnify (and keep indemnified) the Client against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that such liabilities have resulted directly from the Client’s failure properly to observe its obligations under this clause.

1. Audit
   1. The Client reserves the right to audit the Agent's compliance with its obligations under this Agreement and the Agent must allow for audits by the Client or the Client 's designated auditor.
   2. The Client shall during each audit comply with those security, sites, systems and facilities operating procedures of the Agent that the Client deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Agent or delay performance of its obligations under the Agreement.
   3. Subject to the Client 's obligations of confidentiality, the Agent shall on demand provide the Client and the Client 's auditors with all reasonable cooperation and assistance (and shall procure such co-operation and assistance from its Sub-Contractors) in relation to each audit, including:
      1. all information requested by the Client within the permitted scope of the audit;
      2. reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of its obligations under the Agreement;
      3. access to the Agent's systems; and
      4. access to Agent Staff.
   4. The Agent shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Agent's performance of its obligations under the Agreement against the applicable performance indicators at a level of detail sufficient to verify compliance with the performance indicators.
   5. The Client shall endeavour to (but is not obliged to) provide at least fifteen (15) Working Days' notice of its intention to conduct an audit.
   6. The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material Default by the Agent, in which case the Agent shall reimburse the Client for all the Client 's reasonable costs incurred in connection with the audit.
2. Liability & indemnity
   1. Subject to clause 22.2, the Agent shall indemnify and keep indemnified the Client against all actions, proceedings, claims, demands, liabilities, costs, expenses, damages and losses whatsoever whether arising in tort (including negligence) default or breach of contract, including but without limitation:
      1. the Agent's breach or negligent performance or non-performance of this Agreement;
      2. any claim made against the Client arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Agreement by the Agent or Agent Staff;
      3. the enforcement of this Agreement;
      4. any breach of the warranties contained in clause 3 (Warranties and Sufficiency of Information);
      5. any breach of its obligations set out in clause 19 (Data Protection) and clause 17 (Confidentiality/Transparency);
      6. any claim made by any employee or agent of the Agent, whether as to the terms of employment or any other matter;
   2. The indemnity under clause 22.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Client are directly caused (or directly arise) from the negligence or breach of this Agreement by the Client.
   3. Subject to clauses 22.5.1 and 22.6, neither Party shall be liable to the other Party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with this Agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, use, goodwill or business opportunities whether direct or indirect.
   4. Each Party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant Party is entitled to bring a claim against the other Party pursuant to this Agreement.
   5. Subject to clause 22.6, the Agent's total aggregate liability:
      1. is unlimited in respect of:
         1. the indemnities in respect of clause 19 (Data Protection), and clause 20 (Intellectual Property Rights);
         2. the Agent's wilful default.
      2. in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Agreement (other than a failure to pay any of the Agreement Price that is properly due and payable and for which the Client shall remain fully liable), shall in no event exceed one million pounds (£1,000,000) in each Agreement Year.
   6. Notwithstanding any other provision of this Agreement neither Party limits or excludes its liability for:
      1. Fraud or fraudulent misrepresentation;
      2. death or personal injury caused by its negligence, or that of its staff, agents or Sub-Contractors;
      3. breach of any obligation as to title implied by statute; or
      4. any other act or omission, liability for which may not be limited under any applicable Law.
   7. Nothing in this Agreement shall impose any liability on the Client in respect of any liability incurred by the Agent to any other person, but this shall not be taken to exclude or limit any liability of the Client to the Agent that may arise by virtue of either a breach of the Agreement or by negligence on the part of the Client or the Client’s employees, servants or agents.
3. Insurance
   1. The Agent shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Agent, arising out of the Agent's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Agent.
   2. The Agent shall effect and maintain in force the following insurance policies for the duration of this Agreement in relation to the performance of this Agreement:
      1. Employer’s Liability Insurance Policy of not less than five million pounds sterling (£5,000,000.00) for each and every claim, act or occurrence or series of claims, acts or occurrences;
      2. Professional Indemnity Insurance Policy of not less than two million pounds sterling (£2,000,000.00) for each and every claim, act or occurrence or series of claims, acts or occurrences. In respect of professional indemnity insurance, insurance policies shall be maintained in place for a minimum period of six (6) years following expiry of this Agreement;
      3. Public Liability Insurance Policy of not less than ten million pounds sterling (£10,000,000.00) for each and every claim, act or occurrence or series of claims, acts or occurrences;
   3. The Agent shall give the Client, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
   4. If, for whatever reason, the Agent fails to give effect to and maintain the insurances required by this Agreement, the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Agent.
   5. The terms of any insurance or the amount of cover shall not relieve the Agent of any liabilities under this Agreement. It shall be the responsibility of the Agent to determine the amount of insurance cover that will be adequate to enable the Agent to satisfy any liabilities arising under this Agreement.
4. Termination and suspension rights
   1. Without affecting any other right or remedy available to it, the Client may terminate this Agreement with immediate effect or on the expiry of the period specified in the Termination Notice, without liability to the Agent, by giving written notice to the Agent if one or more of the following circumstances occurs or exists:
      1. if the Agent is in material breach of this Agreement, which is irremediable;
      2. the circumstances referred to in clause 27.4 occur;
      3. a Persistent Breach has occurred;
      4. if there is an Insolvency Event;
      5. if there is a Change of Control of the Agent to which the Client reasonably objects, provided that the Client serves its Termination Notice within six (6) Months of the date on which the Agent informs the Client (by written notice) of the change of control or on which the Client otherwise becomes aware of the change of control;
      6. the Client reasonably believes that the circumstances set out in Section 7(2) of the Procurement Act 2023 apply.
      7. the Agent commits a breach of clause 19 (Data Protection) or clause 17 (Confidentiality);
      8. the Agent fails to effect or maintain the required insurances under clause 23 (Insurance);
      9. the Agent fails to comply with or commits a breach of clause 15 (Social Responsibility);
      10. the Agent commits a Prohibited Act or a Prohibited Act is committed by any of its Staff or Representatives or any person acting upon the Agent’s behalf, not acting independently of the Agent (in all cases whether or not acting with the Agent’s knowledge);
      11. the Agent makes an assignment or novation of this Agreement in breach of clause 34 (Assignment) or sub-contracts the Services or any part of the Services in breach of clause 33 (Sub-Contracting);
      12. the Agent, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
      13. the Agent persistently fails to respond to any request or requirement reasonably imposed or made by the Client in accordance with the provisions of this Agreement.
   2. Either Party may, during the continuance of a Force Majeure Event, terminate this Agreement if the circumstances in clause 28.4 arise.
   3. The Client may give the Agent written notice of its intention to terminate if it considers that a termination ground listed in Section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:
      1. set out which termination ground the Client considers applies pursuant to Section 78(2) of the Procurement Act 2023 together with the Client 's reasons for deciding to terminate on this basis;
      2. invite the Agent to make representations to the Client about the existence of the termination ground and the Client 's decision to terminate;
      3. specify the means by which, and the time by which, such representations must be made and
      4. insofar as it states the Client 's intention to terminate by reference to the status of a Sub-Contractor under Section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Agent may terminate the Sub-Contract and, if necessary, appoint an alternative Sub-Contractor.
   4. The Client shall be entitled to terminate this Agreement without cause (and without liability to the Agent) in whole or in part by giving to the Agent not less than six (6) Months’ notice in writing.

**Suspension**

* 1. Without prejudice to any of the Client 's rights under this Agreement, the Client, in its discretion but acting reasonably and taking into account the representations of the Agent, shall be entitled to suspend by notice in writing to the Agent part of the Services which it would otherwise be entitled to terminate pursuant to this clause until such time as the Agent is able to demonstrate that it is able to perform the Services to standard required as set out in this Agreement without Default.
  2. During the period of suspension in accordance with clause 24.5 the Client shall be entitled to abate the Agreement Price by such amount as is necessary for the Client to perform the Services itself or to engage a third party to do so.
  3. The Client’s rights under this clause are in addition and without prejudice to any right that the Client may have against the Agent for prior breach and to any right the Client may have against the Agent for the breach, default, negligence or event leading to the termination.
  4. The remedies of the Client under this clause may be exercised successively in respect of any one or more Defaults by the Agent.

1. Consequences of expiry and Termination
   1. Termination shall be without prejudice to the rights and remedies of the Agent and the Client accrued before termination and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding as at the date of termination.
   2. Upon the expiry or termination (for whatever reason) the Agent shall:
      1. forthwith cease to provide the Services;
      2. cease to make use of the Intellectual Property Rights (excluding any pre-existing IPR created before commencement or separate to this Agreement) in any way whatsoever;
      3. be liable immediately to compensate the Client for any loss or damage it has sustained in consequence of any breaches of this Agreement by the Agent;
      4. where the Agreement is terminated due to the Agent's breach, fully and promptly indemnify and compensate the Client against all loss and damage suffered by the Client by reason of such termination and without prejudice to the generality of this clause shall fully and promptly indemnify and compensate the Client in respect of the cost of obtaining such Replacement Services as would have been performed by the Agent during the remainder of the Agreement Period to the extent that such cost exceeds the sums that would have been lawfully payable to the Agent for providing such Services (such costs to include but not be limited to all costs of exiting/re-procuring this Agreement and entering into new agreements with Replacement Agents). The Client shall be at liberty to have such Services provided by any persons (whether or not servants of the Client) as the Client in its entire discretion thinks fit and shall act reasonably but shall be under no obligation to employ the least expensive method of having such Services provided;
      5. not be entitled to any further payment under the Agreement and the Client shall be entitled to retain any payment which may have fallen due to the Agent before termination until the Agent has paid in full to the Client all sums due under this or any other agreement or to deduct such sums from any sum due from the Agent to the Client under this or any other Agreement;
      6. without prejudice to the Client 's other rights under these clauses within ten (10) calendar days of termination at the Agent's own cost return to the Client or otherwise dispose of in accordance with the Client 's instructions all and any:
         1. documents and other information and materials relating to the Services;
         2. Client Data (which data shall if necessary upon the Client 's request be transferred in compatible form on to such computer system as the Client may request) (including back-ups); and
         3. other Client Equipment and property and software belonging to the Client which may be in the possession or under the control of the Agent;
      7. make good to the Client any accounting discrepancy and/or loss or damage attributable to a Default by the Agent, its Staff, Sub-Contractors and agents.
2. Recovery of sums due
   1. The Client may set off any amount owed by the Agent to the Client against any amount due to the Agent under this Agreement or under any other agreement between the Agent and the Client.
   2. If the Client wishes to set off any amount owed by the Agent to the Client against any amount due to the Agent pursuant to clause 11 it shall give notice to the Agent within thirty (30) calendar days of receipt of the relevant invoice, setting out the Client 's reasons for withholding or retaining the relevant Agreement Price (in whole or in part).
   3. The Agent shall make any payments due to the Client without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Agent has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Agent.
3. Remedies/Poor performance
   1. The Agent shall not be liable to the Client for a Default that is directly caused by a breach of this Agreement by the Client (a “Relief Event”) provided that the Agent has notified the Client, with details of the alleged breach, in writing as soon as it has come to the Agent's attention that a Relief Event has or will occur.
   2. In the event of a Default the Client shall issue a notice (a “Default Notice”) to the Agent which shall specify the Default and in the event that such Default is capable of remedy shall require the Agent to take steps to remedy the Default within twenty eight days and to take steps (which may be specified) to prevent any recurrence of the Default, or similar Defaults at no cost to the Client. FOR THE AVOIDANCE OF DOUBT, a Default Notice may be issued via email to the Agent.
   3. The Agent shall commence the taking of all such specified steps forthwith and any failure to do so and/or compliance with the Default Notice in full will also constitute a Default.
   4. In the event that one or more of the following occurs:
      1. the Agent fails to remedy a Default in accordance with the Default Notice issued by the Client; or
      2. the Default is in relation to a material breach of this Agreement; or
      3. the Agent commits a Persistent Breach;

the Client may terminate this Agreement in accordance with the provisions of clause 24 (Termination and Suspension Rights).

* 1. In addition to the matters set out above, if the Agent commits a Default the Client shall be entitled, without prejudice to any of its rights or remedies whether in contract, tort or under statute or otherwise, to take all or any of the following measures:
     1. withhold any further payments or instalments of the Agreement Price until the Agent has remedied, or mitigated the Default as stated in the Default Notice;
     2. deduct from any future payment to the Agent or from any future instalment of the Agreement Price or recover as a debt due any reasonable, justifiable and demonstrable losses, costs and expenses of the Client suffered directly as a result of the Agent's Default. If there is any dispute between the Client and the Agent as to the amount of such deduction, the matter shall be referred to the dispute resolution procedure under clause 35 (Dispute Resolution);
     3. remedy the Default itself or engage a third party to do so and to recover from the Agent by way of deduction from the Agreement Price or otherwise the reasonable, additional, cost that the Client incurs in so doing (where the Default is capable of remedy).

1. Force Majeure
   1. Provided it has complied with clause 28.3, if a Party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
   2. The corresponding obligations of the other Party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
   3. The Affected Party shall:
      1. as soon as reasonably practicable after the start of the Force Majeure Event but no later than three (3) Working Days from its start, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Agreement; and
      2. use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
   4. If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than ninety (90) calendar days, the Party not affected by the Force Majeure Event may terminate this Agreement by giving fourteen (14) calendar days' written notice to the Affected Party.
2. Business Continuity
   1. The Agent shall ensure that it is able to implement the provisions of the Business Continuity Plan at any time in accordance with its terms.
   2. The Agent shall test the Business Continuity Plan on a regular basis, and in any event at least once every twelve (12) Months. The Agent shall give the Client at least five (5) Working Days' notice of each test and allow the Client to participate in them.
   3. Following each test, the Agent shall:
      1. send to the Client a written report summarising the results of the test; and
      2. promptly implement any actions or remedial measures which the Client considers to be necessary as a result of those tests.
   4. The Agent shall implement the Business Continuity Plan if notified by the Client to do so.
   5. Following a Force Majeure Event, the Agent shall implement the Business Continuity Plan. If the Agent suffers a Force Majeure Event that prevents or hinders the Agent's performance of its obligations in connection with the Business Continuity Plan for a continuous period of more than ninety (90) calendar days, the Client may terminate the Agreement on written notice to the Agent.
3. Change
   1. Any requirement for a Change shall be subject to the Change Control Procedure.
   2. Subject to clause 41.1, no Variation of this Agreement shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).
4. Changes in Law
   1. If, due to any change in applicable Law or regulations or their interpretation by any court of law or other governing body having jurisdiction subsequent to the date of this Agreement, performance of any provision of this Agreement shall become impracticable or impossible, the Parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such provision.
   2. In the event of a change in applicable Law as contemplated in clause 31.1 occurring, the Parties may modify this Agreement to give effect to the consequences of such change.
   3. If a change in applicable Law occurs, the Agent is obliged to take all reasonable steps to mitigate the adverse impact of such change in applicable Law upon the Agreement.
5. Communications
   1. The Agent shall not:
      1. make any press announcements or publicise this Agreement or its contents in any way; or
      2. use the Client 's name or logo in any promotion or marketing or announcement of orders, except as required by Law, any government or regulatory authority, any court or other authority of competent jurisdiction,

without the prior written consent of the Client, which shall not be unreasonably withheld or delayed.

1. Sub-Contracting
   1. The Agent shall not sub-contract any part of its obligations to perform the Services without the prior written approval of the Client.
   2. The Agent acknowledges that the Client giving the Agent consent to sub-contract will not relieve the Agent of its obligations under this Agreement and that the Agent will be responsible for the acts, omissions, defaults and neglect of any Sub-Contractor or any employee, agent or servant of any such Sub-Contractor, as if they were the Agent’s own acts, omissions, defaults and neglect. This will be the case even if as a condition of the Client giving consent, the Client requires the Sub-Contractor to agree directly that it will carry out all the Agent's obligations under this Agreement.
   3. Subject to clause 33.1, with respect to any of the obligations that the Agent proposes to sub-contract, the Agent shall provide the Client with full details of:
      1. the specific elements of the Services which it proposes to sub-contract;
      2. the scope of the proposed Sub-Contract;
      3. the identity, and to the extent known by the Agent, the qualifications, experience and financial standing of the proposed Sub-Contractor;
      4. how such arrangements shall enable the Agent to meet its obligations to provide the Services; and
      5. such further information as the Client may reasonably request.
   4. Where the Agent sub-contracts any of its obligations under this Agreement, the Agent shall remain the Client’s sole point of contact for all matters falling within the scope of this Agreement and shall procure that each Sub-Contractor complies with and is bound by the requirements of this Agreement as they apply to the Agent.
   5. The Agent shall procure that the Client and/or its auditors are permitted to review the financial records and data security policies of each approved Sub-Contractor to the extent relevant to the performance of the Services.
   6. Where the Agent enters into a Sub-Contract in connection with the Services it shall impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Agreement and shall procure that the Sub-Contractor complies with such terms.
   7. The Agent shall include in every Sub-Contract:
      1. a right for the Agent to terminate that Sub-Contract if the relevant Sub-Contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and,
      2. a requirement that the Sub-Contractor includes a provision having the same effect as above in any Sub-contract which it awards.
2. Assignment
   1. This Agreement is personal to the Agent and the Agent shall not assign, novate, transfer, mortgage, charge, sub-contract, or otherwise dispose of any of its rights or benefits under this Agreement or declare a trust over or deal in any other manner with any of its rights and obligations under this Agreement other than:
      1. with the prior written consent of the Client, which consent the Client may in its absolute discretion refuse or grant on terms acceptable to the Client which may include but not be limited to:
         1. the proposed new Agent fulfilling the criteria for qualitative selection initially established during the original procurement of this Agreement;
         2. in respect of a novation:
            1. the universal or partial succession of the Agent is due to corporate restructuring, takeover, merger, acquisition or insolvency;
            2. there are no other substantial modifications to this Agreement and the proposed new Agent agrees to the terms and conditions of this Agreement;
            3. the novation complies with Section 74 of the Procurement Act 2023 (or any equivalent or additional requirements contained in any successor legislation);
            4. the Client is satisfied the proposed new Agent has the capacity (including but not limited to financial standing and resources) and is capable of delivering the Services,
            5. the Client considers, acting reasonably, that such novation will not have an adverse effect on the provision of the Services or the reputation of the Client, and

provided that the Agent undertakes to pay all reasonable expenses incurred by the Client in connection with the proposed assignment or novation whether or not the assignment or novation is completed.

* + 1. in circumstances permitted under Section 74 Schedule 8 Paragraph 9 of the Procurement Act 2023.
  1. The Client may (and the Agent shall do all things necessary to assist the Client to) at any time assign, mortgage, charge, declare a trust over or deal in any other manner with any or all of its rights under this Agreement provided that:
     1. the Client shall give prior written notice of any assignment or novation to the Agent; and
     2. such assignee or novatee shall have the legal capacity and sufficient financial resources to perform the obligations of the Client under this Agreement.

1. Dispute resolution
   1. If a dispute arises out of or in connection with this Agreement or the performance, validity or enforceability of it ("Dispute") then the Parties shall follow the procedure set out in this clause:
      1. either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Agent and the Client shall attempt in good faith to resolve the Dispute;
      2. if the Agent and the Client are for any reason unable to resolve the Dispute within thirty (30) calendar days of service of the Dispute Notice, the Dispute shall be referred to the senior manager of the Agent and the senior manager of the Client who shall attempt in good faith to resolve it; and
      3. if the senior manager of the Agent and the senior manager of the Client are for any reason unable to resolve the Dispute within thirty (30) calendar days of it being referred to them, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must serve notice in writing ("ADR notice") to the other Party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than fourteen (14) calendar days after the date of the ADR notice.
   2. No Party may commence any court proceedings (in relation to the whole or part of the Dispute until fourteen (14) calendar days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
   3. If the Dispute is not resolved within fourteen (14) calendar days after service of the ADR notice, or either Party fails to participate or to continue to participate in the mediation before the expiration of the said period of fourteen (14) calendar days, or the mediation terminates before the expiration of the said period of fourteen (14) calendar days, the Dispute shall be finally resolved by the courts of England and Wales in accordance with clause 45 (Governing Law and Jurisdiction).
2. No partnership/Agency
   1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the Parties, constitute any Party the agent of the other Party, or authorise any Party to make or enter into any commitments for or on behalf of the other Party
   2. Each Party confirms it is acting on its own behalf and not for the benefit of any other person.
3. Entire agreement
   1. This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each Party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
   3. Nothing in this clause shall limit or exclude any liability for Fraud.
4. Third party rights
   1. This Agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
   2. The rights of the Parties to rescind or vary this Agreement are not subject to the consent of any other person.
5. Declaration of interests
   1. The Agent shall inform the Client in writing of any elected member of the Client or employee of the Client who is involved as an employee, director or member of a management committee of the Agent at any time throughout the Agreement Period.
6. Environment
   1. In performing its obligations under this Agreement, the Agent shall take all reasonable steps to minimise its adverse impact on the environment. The Agent shall ensure that its operations comply with all applicable environmental Laws relating to waste disposal, emissions of greenhouse gases and the handling of hazardous and toxic materials and that it will, where applicable, only use packaging materials and equipment that comply with applicable environmental Laws.
   2. The Agent shall, in performing its obligations under this Agreement minimise the release of air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Staff, emissions from Agent offices and equipment.
   3. The Agent shall have in place a suitable environmental management system for managing its environmental risks, the details of which shall be provided to the Client upon reasonable request.
7. Severance
   1. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement.
   2. If one Party gives notice to the other of the possibility that any provision or part-provision of this Agreement is invalid, illegal or unenforceable, the Parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.
8. Waiver
   1. No failure or delay by a Party to exercise any right or remedy provided under this Agreement or by Law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
9. Counterparts
   1. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original of this Agreement, but all the counterparts shall together constitute the one agreement.
   2. Transmission of an executed counterpart of this Agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this Agreement. If this method of transmission is adopted, without prejudice to the validity of the Agreement thus made, each Party shall on request provide the other with the "wet ink" hard copy original of their counterpart.
   3. No counterpart shall be effective until each Party has executed at least one counterpart.
10. Notices
    1. Notices served under this Agreement are to be delivered to:
       1. for the Client: {XXXXXXXXXXXXXXX} and
       2. for the Agent: {XXXXXXXXXXXXXXX}.
    2. Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing and shall be:
       1. delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
       2. sent by email to the address notified by such Party to the other Party from time to time.
    3. Any notice or communication shall be deemed to have been received:
       1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
       2. if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service; or
       3. if sent by email, at 9.00 am on the next Working Day after transmission.
    4. This clause does not apply to the service of any proceedings or any documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
11. Governing law and jurisdiction
    1. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
    2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.

This Agreement has been entered into on the date stated at the beginning of it.

Signed for and on behalf of **The Police and Crime Client for Hampshire and Isle of Wight**:

………………………………..

Signature of Authorised Signatory

………………………………..

Name (PRINTED)

………………………………...

Position

Signed for and on behalf of the **[Insert full legal name of Agent]**:

………………………………..

Signature of Director/Authorised Signatory

………………………………..

Name (PRINTED)

………………………………...

Position

**Schedule 1 – Specification**

Including:

* Invitation to Tender
* Statement of Requirements
* Appendix A HIOW Mast Locations
* Mast Access Policy

Schedule 2 – Payment and Invoicing

Agreement Price: to be calculated in accordance with the Mast Management Bid Sheet contained at Schedule 7 (Agent’s Tender).

Payment Plan:

* 1. All invoices submitted by the Agent shall include clear details of the Services being invoiced for and shall show:
     1. an invoice date and invoice number;
     2. the Agent's full business name and address;
     3. the period to which the invoice relates;
     4. a breakdown of Services provided for which payment is claimed and the Agreement Price for the same;
     5. any VAT payable, with a breakdown showing the net figure, the VAT amount and the gross figure;
     6. a VAT registration number if VAT registered;
     7. a valid purchase order number as issued by the Client;
     8. the Agent's vendor/Agent number as set out in the purchase order issued by the Client; and
     9. the name and address of the Client,
  2. Invoices shall be submitted to vimenquiries@hants.gov.uk.
  3. Where the Agent is submitting electronic invoices (submitted to the Client via email) for payment it shall ensure:
     1. the email contains the word 'Invoice' in the subject field;
     2. each invoice is sent as an attachment, and not within the body of the email;
     3. each attachment to the email only contains one invoice; and
     4. all invoice attachments are in PDF format.

1.4 Where the Client proposes a change to the invoicing process set out in paragraphs 1.1 to 1.3 above, the Client shall provide the Agent with a minimum of 28 days’ notice of such changes in writing.

Schedule 3 – Business Continuity Plan

Schedule 4 – Armed Forces Covenant

Schedule 5 – Change Control Procedure

1. General principles
   1. Where the Client or the Agent sees a need to change this Agreement, the Client may at any time request, and the Agent may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2of this Schedule 5.
   2. Until such time as a Change is made in accordance with the Change Control Procedure, the Client and the Agent shall, unless otherwise agreed in writing, continue to perform this Agreement in compliance with its terms before such Change.
   3. Any discussions which may take place between the Client and the Agent in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
   4. Any work undertaken by the Agent and the Staff which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 5 shall be undertaken entirely at the expense and liability of the Agent.
2. Procedure
   1. Discussion between the Client and the Agent concerning a Change shall result in any one of the following:
      1. no further action being taken; or
      2. a request to change this agreement by the Client; or
      3. a recommendation to change this Agreement by the Agent.
   2. Where a written request for a Change is received from the Client, the Agent shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Agent to the Client within three weeks of the date of the request.
   3. A recommendation to amend this Agreement by the Agent shall be submitted directly to the Client in the form of two copies of a Change Control Note signed by the Agent at the time of such recommendation. The Client shall give its response to the Change Control Note within three weeks.
   4. Each Change Control Note shall contain:
      1. the title of the Change;
      2. the originator and date of the request or recommendation for the Change;
      3. the reason for the Change;
      4. full details of the Change, including any specifications;
      5. the price, if any, of the Change;
      6. a timetable for implementation, together with any proposals for acceptance of the Change;
      7. a schedule of payments if appropriate;
      8. details of the likely impact, if any, of the Change on other aspects of this agreement including:
         1. the timetable for the provision of the Change;
         2. the personnel to be provided;
         3. the Agreement Price;
         4. the documentation to be provided;
         5. the training to be provided;
         6. working arrangements;
         7. other contractual issues;
      9. the date of expiry of validity of the Change Control Note;
      10. provision for signature by the Client and the Agent; and
      11. if applicable, details of how costs incurred by the Parties if the Change subsequently results in the termination of this Agreement under clause 24.1.6 will be apportioned.
   5. For each Change Control Note submitted by the Agent the Client shall, within the period of the validity of the Change Control Note:
      1. allocate a sequential number to the Change Control Note; and
      2. evaluate the Change Control Note and, as appropriate:
         1. request further information;
         2. accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Client and return one of the copies to the Agent; or
         3. notify the Agent of the rejection of the Change Control Note.
   6. A Change Control Note signed by the Client and by the Agent shall constitute an amendment to this Agreement.

Schedule 6 – Clarifications

Schedule 7 – Agent’s Tender

Including:

* Completed Tender Response Document
* Completed Compliance Questionnaire
* Completed Technical Questionnaire
* Completed Mast Management Bid Sheet