

**Guidance Note: Medium Value Services Agreement**

Dated

1<sup>st</sup> August 2025

**Manchester Central Convention Complex Limited**

**- and -**

**Merson Digital Ltd**

**(1)**

**(2)**

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**SERVICES AGREEMENT**

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## Guidance Note: Medium Value Services Agreement

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## **Guidance Note: Medium Value Services Agreement**

**THIS AGREEMENT** is dated

1<sup>st</sup> August 2025

### **PARTIES**

**Manchester Central Convention Complex Limited**, incorporated and registered in England and Wales with company number 00953285 whose registered office is at Windmill Street, Petersfield, Manchester, M2 3GX (**Manchester Central**)

**Merson Digital Limited**, incorporated and registered in England and Wales with company number SC640524 whose registered office is at 2 Young Place, East Kilbride, Glasgow, G75 0TD (**Service Provider**).

### **BACKGROUND**

- (A) Manchester Central is the owner and operator of an events and exhibitions complex which provides facilities to third parties for the holding of events, conferences and exhibitions.
- (B) Manchester Central wishes to receive from the Service Provider the Services (as defined below) and the Service Provider hereby agrees to provide the Services on the terms and conditions of this agreement.
- (C) The Contract will be for a period of three (3) years from the commencement date of services with a Manchester Central only option to extend for a further period of two (2) years.

### **AGREED TERMS**

#### **1 Interpretation**

- 1.1 In this agreement (which expression includes the recitals, the schedules and any attachments hereto) the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**Business Day:** a day that is not a Saturday, Sunday or public or bank holiday in England and/or Wales.

**Commencement Date:** the date from which the Service Provider will commence provision of the Services, being 1<sup>st</sup> August 2025.

**End Date:** 31<sup>st</sup> July 2028 or such other date of termination or expiry, if the agreement is terminated early in accordance with its terms.

**Extension End Date:** 31<sup>st</sup> July 2030

**Month:** a calendar month.

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**Personnel:** all employees, staff, other workers, agents and consultants of the Service Provider and of any sub-contractors who are engaged in the provision of the Services from time to time.

**Premises:** Manchester Central's events and exhibition complex at Windmill Street, Petersfield, Manchester, M2 3GX.

**Service Charges:** the charges levied by the Service Provider in accordance with the tariffs, scales, charges, invoicing methods and terms of payment set out in this agreement and Schedule 2 (as varied from time to time).

**Services:** the services described in Schedule 1 (Services) together with any ancillary services to be provided by the Service Provider to Manchester Central in accordance with the provisions of this agreement (as varied from time to time).

**Target Performance Standards:** means any and all target performance standards as may be detailed in Schedule 1 from time to time upon signed written agreement of the parties.

**Timescales:** means any and all target timescales for performance of the Services as may be detailed in Schedule 1 from time to time upon signed written agreement of the parties.

**VAT:** value added tax.

**Year:** any successive period of 12 months measured from the Commencement Date or any anniversary of the Commencement Date.

- 1.2 The headings in this agreement do not affect its interpretation. Save where the context otherwise requires, references to sub-clauses, clauses and schedules are to sub-clauses, clauses and schedules of this agreement.
- 1.3 Unless the context otherwise requires:
  - (a) references to Manchester Central and the Service Provider include their permitted successors and assigns;
  - (b) references to statutory provisions include those statutory provisions as amended or re-enacted; and
  - (c) references to any gender include all genders and use of the singular includes the plural and vice versa.
- 1.4 In the case of conflict or ambiguity between any provision contained in the body of this agreement and any provision contained in any schedule, the provision in the body of this agreement shall take precedence.

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- 1.5 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.6 Any words following the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

## **2 Services**

The Service Provider will provide the Services to Manchester Central with effect from the Commencement Date until the End Date and in accordance with the provisions of this agreement and only once in receipt of a Purchase Order from Manchester Central.

The Service Provider shall, at its own cost, provide all necessary Personnel, equipment and other resources to provide the services in accordance with this agreement.

## **3 Service Provider Obligations**

- 3.1 The Service Provider shall, and shall (where applicable) procure that its Personnel shall:
- (a) co-operate with Manchester Central and comply with all reasonable and lawful instructions of Manchester Central in all matters relating to the Services;
  - (b) use its best endeavours to achieve any applicable Timescales and Target Performance Standards;
  - (c) use only Personnel who possess a degree of skill, training and experience which is appropriate to the tasks to which they are allotted;
  - (d) provide all equipment necessary to provide the Services and ensure that all equipment used is to the standard, quality, condition and quality as would reasonably be expected to be used by a professional and experienced provider of services of a nature similar to the Services;
  - (e) provide the Services with reasonable skill and care, in a workmanlike and professional manner and in accordance with the best practice prevailing in the relevant industry from time to time. Where an appropriate British standard specification or British standard code of practice issued by the British Standards Institute is applicable, all goods or equipment used and all workmanship shall, as a minimum requirement, be in accordance with that standard and the equivalent European standard, without prejudice to any higher standard required by this agreement;





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- (f) provide the Services in compliance with all relevant legislation, regulations, codes of practice, guidance and other requirements of any relevant government or governmental agency, including but not limited to, all statutory requirements relating to health and safety at work;
- (g) comply, to the extent that such are relevant, with Manchester Central's policies, rules, procedures and standards listed in Schedule 3 (Policies) and all other policies, rules, procedures and standards of Manchester Central which apply to persons permitted access to Manchester Central's premises, in each case as the same are in force from time to time and are notified to the Service Provider; and
- (h) implement and maintain a properly documented system of quality control and quality assurance in respect of the Services or alternatively, at Manchester Central's sole discretion, the Service Provider shall implement and maintain the quality control and quality assurance systems as notified to the Service Provider from time to time.

## **4 Services quality and monitoring**

- 4.1 The Service Provider shall provide to Manchester Central such reports as Manchester Central may reasonably require in relation to the performance of the Services, including in relation to the attainment of any Target Performance Standards and Timescales.
- 4.2 The Service Provider shall warrant that all Goods supplied under this Agreement shall:
  - (a) conform in all respects to the specifications, drawings, samples or descriptions provided by the Buyer;
  - (b) be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer, expressly or by implication; and
  - (c) be free from defects in design, material, and workmanship for a minimum period of three (3) years from the date of delivery.
- 4.3 Without prejudice to any other right or remedy available to the Buyer, if any Goods do not comply with the warranties set out in this clause, the Buyer shall be entitled, at its option and at the Supplier's expense, to require the Supplier to
  - (a) repair or replace the defective Goods, or
  - (b) refund the price of the defective Goods in full.
- 4.4 The warranties under this clause shall apply equally to any repaired or replacement Goods, with the warranty period for such items restarting from the date of repair, replacement or re-delivery.

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- 4.5 Nothing in this clause shall limit or exclude the Buyer's statutory rights or any additional warranties implied by law.
- 4.6 The Service Provider shall, at its own expense, take such remedial action as is necessary to rectify any deficiency in its performance, within such timescales as may be reasonably required by Manchester Central.
- 4.7 If the Service Provider fails to carry out remedial action to the reasonable satisfaction of Manchester Central in accordance with clause 4.2, the Service Provider shall be deemed to have committed an irremediable breach of this agreement which shall entitle Manchester Central to terminate this agreement with immediate effect under clause 14.3(b).

### **5 Access to the Premises**

- 5.1 Manchester Central shall allow persons, duly authorised by the Service Provider, such access to the Premises as is reasonably required for the purpose of providing the Services.
- 5.2 The Service Provider shall ensure that its Personnel access only those areas of the Premises which are reasonably required for the purpose of providing the Services and use the Premises for the sole purpose of providing the Services.
- 5.3 Authorisation and access procedures will be agreed between Manchester Central and the Service Provider from time to time. The Service Provider's right of access will terminate upon termination of this agreement.
- 5.4 The Service Provider be responsible for the safekeeping of any keys, passes and other means of access provided to the Service Provider by Manchester Central and shall only permit such keys, passes and other means of access to be given to those of the Service Provider's Personnel whose names have been supplied to Manchester Central and then only to the extent required for purposes associated with this agreement. In addition, the Service Provider shall ensure that Manchester Central is informed immediately of the loss of any keys, passes or other means of access and shall reimburse to Manchester Central any cost of replacement.
- 5.5 Manchester Central shall, at its sole discretion, be entitled to require the Service Provider, to immediately remove any Personnel from the provision of the Services and/or the Premises.
- 5.6 Manchester Central shall not be liable either to the Service Provider or any Personnel in respect of any liability, loss or damage arising out of the removal of any Personnel and the Service Provider shall fully indemnify Manchester Central against all and any liabilities suffered by Manchester Central arising out of or in connection with any action taken under this clause 5.6.

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### **6 Service Charges and payments**

- 6.1 In consideration of the provision of the Services by the Service Provider, Manchester Central shall pay to the Service Provider the Service Charges.
- 6.2 On or after the last day of each Month (but before the last day of the following Month) the Service Provider shall submit to Manchester Central a VAT invoice correctly rendered, together with all necessary substantiating documentation which is reasonably required by Manchester Central, in relation to the Services provided in that Month.
- 6.3 Manchester Central, unless otherwise agreed in writing, shall pay the price of the Goods/Services within thirty (30) days of receipt of a valid and undisputed invoice from the Supplier. The invoice must include all necessary supporting documentation and reference the relevant purchase order number.
- 6.4 All Service Charges and payments to be made by Manchester Central under this agreement are stated exclusive of VAT which shall be paid by Manchester Central at the rate and from time to time in the manner prescribed by law.
- 6.5 If any sum payable under this agreement is not paid within 15 days of the date due, 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 at the rate of 3% above the base rate of HSBC from time to time in force.
- 6.6 The Service Charges and such other amounts expressed to be payable by Manchester Central under this agreement shall constitute Manchester Central's entire payment liability to the service Provider under this agreement.
- 6.7 The Service Provider shall at all times during this agreement use all reasonable endeavours to identify potential cost savings relevant to the provision of the Services (including, without limitation, reductions in labour rates or by sourcing equipment from suppliers with competitive rates) without compromising quality and to share the benefit of such cost savings with Manchester Central on an equitable basis.

### **7 Assignment and subcontracting**

- 7.1 Manchester Central may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under this agreement.
- 7.2 The Service Provider shall not be entitled to assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under this agreement without the prior written consent of Manchester Central.





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- 7.3 The Service Provider shall not subcontract the whole or any part of its obligations under this agreement without the express prior written consent of Manchester. Sub-contracting will only be permitted subject to any conditions reasonably required by Manchester Central and shall not relieve the Service Provider of any of its obligations under this agreement.

## **8 Confidentiality**

- 8.1 Except as required by law, both parties shall procure that all confidential information disclosed by one party to the other in accordance with this agreement or which may at any time until termination of this agreement come into the other party's knowledge, possession or control shall not be used for any purposes other than those required or permitted by this agreement and shall remain confidential and shall not be disclosed to any third party except insofar as this may be required for the proper operation of this agreement and then only under appropriate confidentiality provisions approved by the other party. For the purposes of this agreement information relating to business, affairs, operations, clients, customers, processes, budgets, pricing policies, product information, strategies, developments, trade secrets, know-how, personnel and suppliers of the disclosing party or its clients are hereby deemed to be confidential information. These obligations of confidentiality shall cease to apply to any particular item of confidential information once it becomes public knowledge other than by any act or default of either party.
- 8.2 Without prejudice to the Service Provider's obligations under this clause 8, the Service Provider shall procure that each of its Personnel involved in the provision of the Services under this agreement to whom the Service Provider discloses confidential information that has been disclosed to it by Manchester Central shall comply with and shall enter confidentiality obligations that are equivalent to those in this clause 8.

## **9 Data Protection**

- 9.1 To the extent that any personal data (within the meaning of the Data Protection Act 1998) belonging to Manchester Central comes into the possession or control of the Service Provider in the course of providing the Services, the Service Provider:
- (a) shall process such data and information only in accordance with Manchester Central's instructions;
  - (b) shall not transmit such data and information to a country or territory outside the European Economic Area without Manchester Central's express consent; and
  - (c) shall take such technical and organisational measures against unauthorised or unlawful processing of such data and information and

## **Guidance Note: Medium Value Services Agreement**

against accidental loss or destruction of, or damage to, such data and information as are appropriate to Manchester Central as data controller.

### **10 Anti-bribery**

- 10.1 The Service Provider shall (and shall ensure that its Personnel shall) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 10.2 The Service Provider shall not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- 10.3 Breach of this clause 10 shall be deemed a breach of a material obligation under clause 14.3(a).

### **11 Indemnity**

- 11.1 To the extent permitted by law, Manchester Central excludes any liability for any injury to persons entering the Premises with the Service Provider's authorisation or for any loss or damage caused to property brought onto the Premises by the Service Provider or such persons. The Service Provider hereby indemnifies Manchester Central against all and any damage to the Premises and its contents caused by persons entering the Premises with the Service Provider's authorisation.
- 11.2 The Service Provider shall indemnify Manchester Central in full for and against all compensation, costs, expenses or liabilities whatsoever, whenever and howsoever arising incurred or suffered by Manchester Central including without limitation all legal expenses and other professional fees together with any VAT thereon in relation to any claim made against Manchester Central in respect of any liability, loss, damage, injury, cost or expense sustained by Manchester Central's employees or agents or by any client or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services as a consequence of a breach or negligent performance or failure or delay in performance of this agreement by the Service Provider, its officers or employees, or its sub-contractors.

### **12 Insurance policies**

- 12.1 The Service Provider shall maintain in force the following insurance policies:
  - (a) Public Liability Insurance Policy - limit £5 Million per claim and without limit as to the number of claims in any period; and
  - (b) Employers Liability Insurance Policy - limit £5 Million per claim,

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and shall ensure that the appropriate noting of Manchester Central's interest has been recorded on the policies or a generic interest clause has been included and shall on the written request of Manchester Central from time to time provide Manchester Central with copies. On the renewal of each policy, the Service Provider shall promptly send a copy of the premium receipt to Manchester Central.

- 12.2 The Service Provider shall, during the term of this agreement, and for a period of one year thereafter:
- (a) administer the insurance policies and the Service Provider's relationship with its insurers at all times to preserve the benefits for Manchester Central set out in this agreement;
  - (b) do nothing to invalidate any such insurance policy or to prejudice Manchester Central's entitlement thereunder; and
  - (c) procure that the terms of such policies shall not be altered in such a way as to diminish the benefit to Manchester Central of the policies as provided at the Commencement Date.

### **13 Limitation of liability**

- 13.1 Subject to clause 13.3, the liability of each party under or in connection with this agreement, whether arising from contract, negligence or otherwise, shall be limited as follows:
- (a) for loss of or damage to physical property, the limit for any one or series of connected events shall be £5 Million;
  - (b) for any other liability, the aggregate liability shall be £5 Million in each Year.
- 13.2 Subject to clause 13.3, neither party shall be liable for any indirect or consequential loss.
- 13.3 Neither party limits its liability:
- (a) for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;
  - (b) for fraud by it or its employees;
  - (c) for any other act or omission, liability for which may not be limited by law;
  - (d) under any indemnity in this agreement.

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### **14 Termination**

- 14.1 Without affecting any other right or remedy available to it, Manchester Central may, without liability to the Service Provider, terminate this agreement at any time by giving three (3) months written notice to the Service Provider.
- 14.2 Without affecting any other right or remedy available to it, this agreement may be terminated by Manchester Central with immediate effect by giving written notice to the Service Provider, in the following circumstances:
- (a) if there is a change of control (as defined in section 1124 of the Corporation Tax Act 2010) of the Service Provider to which Manchester Central reasonably objects; and/or
  - (b) if Manchester Central considers that the continuation of this agreement will cause it, or is reasonably deemed likely to cause it, to suffer reputational damage.
  - (c) Supplier fails to meet any agreed service levels, performance targets, or key performance indicators (KPIs) specified in this Agreement, and either:
    - i. (a) such failure is material and incapable of remedy; or
    - ii. (b) where the failure is capable of remedy, the Supplier does not rectify such failure within thirty (30) days (or such other period as may be specified by the Buyer) of receipt of written notice from the Buyer specifying the breach and requiring it to be remedied.
- 14.3 Without affecting any other right or remedy available to it, this agreement may be terminated by either party, with immediate effect from service on the other of written notice, in the following circumstances:
- (a) upon a breach of any material obligation under this agreement which, if capable of remedy, has not been remedied by the party in breach within 28 days of receipt of notice so to do;
  - (b) upon a breach of any material obligation under this agreement which is incapable of remedy;
  - (c) if a resolution is passed or an order is made for the winding up of the other (otherwise than for the purpose of solvent amalgamation or reconstruction) or the other becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrancer takes possession of any of the other's property or equipment; and/or
  - (d) if the other party ceases or threatens to cease to carry on business in the United Kingdom.



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- 14.4 If this agreement is terminated by Manchester Central in accordance with clauses 14.2 or 14.3 such termination shall be at no loss or cost to Manchester Central and the Service Provider hereby indemnifies Manchester Central against any such losses or costs which Manchester Central may suffer as a result of any such termination for cause.
- 14.5 On termination of this agreement, any clauses that expressly or by implication are intended to survive termination shall continue in force.
- 14.6 Termination of this agreement shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination.

### **15 Waiver**

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.

### **16 Cumulation of remedies**

Subject to the specific limitations set out in this agreement, no remedy conferred by any provision of this agreement is intended to be exclusive of any other remedy except as expressly provided for in this agreement and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

### **17 Severability**

If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed to be 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.

### **18 Variation**

No variation of this agreement shall be effective unless it is in writing and signed by both of the parties (or their authorised representatives).

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### **19 Partnership, agency and tenancy**

Nothing in this agreement shall be construed as constituting a partnership between the parties or as constituting either party as the agent of the other for any purpose whatsoever except as specified by the terms of this agreement.

### **20 Rights of set-off**

If any sums are due to Manchester Central from the Service Provider, Manchester Central shall be entitled to exercise the right to set-off such sums against any Service Charges due to the Service Provider in relation to this agreement.

### **21 Third party rights**

No term of this agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to this agreement.

### **22 Notices**

22.1 Notices shall be in writing, and shall be sent to the relevant party at the address set out for such party in clause 22.3, or such other address as may be notified to the other party in accordance with this clause 22.

22.2 Notices may be sent by first-class mail or facsimile transmission or email provided that facsimile transmissions and emails are confirmed within 24 hours by first-class mailed confirmation of a copy. Correctly addressed notices sent by first-class mail shall be deemed to have been delivered 72 hours after posting and correctly directed facsimile transmissions and emails shall be deemed to have been received instantaneously on transmission provided that they are confirmed as set out above.

22.3 The address for service, as referred to in clause 22.1, is:

(a) To Manchester Central:

Windmill Street, Petersfield, Manchester, M2 3GX

Fax: N/A

Email: [s.gould@manchestercentral.co.uk](mailto:s.gould@manchestercentral.co.uk)

FAO: Steven Gould

(b) To the Service Provider:

Merson Digital Limited, 2 Young Place, East Kilbride, Glasgow, G75 0TD

Fax: N/A

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Email: [Carrie.mcgill@mersongroup.com](mailto:Carrie.mcgill@mersongroup.com)

FAO: Carrie McGill

### **23 Entire agreement**

- 23.1 This agreement and any documents referred to in it constitute the whole agreement between the parties and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of this agreement.
- 23.2 Each party acknowledges that, in entering into this agreement, it does not rely on any statement, representation, assurance or warranty (Representation) of any person (whether a party to this agreement or not) other than as expressly set out in this agreement.

### **24 Announcements and publicity**

The Service Provider shall not make, or permit any person to make, any public announcement concerning this agreement without the prior written consent of Manchester Central (such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory activity (including, without limitation, any relevant securities exchange), any court or other authority of competent jurisdiction.

### **25 Governing law and jurisdiction**

This agreement and any disputes or claims arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law and submitted to the non-exclusive jurisdiction of the English Courts.

### **26 Counterparts**

This agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this agreement, but all the counterparts shall together constitute the same agreement. No counterpart shall be effective until each party has executed at least one counterpart.

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

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### **Schedule 1 (Services)**

The Service Provider shall supply, install, and commission Digital Signage elements at the Manchester Central Convention Complex in accordance with the Buyer's requirements. The scope of supply shall include, but is not limited to:

- (a) LED panels, including all necessary mounting systems and accessories;
- (b) Containment, including cable management systems, enclosures, and associated infrastructure required for safe and compliant installation;
- (c) A Content Control Platform, providing the capability to manage, schedule, and display digital content across the installed signage system, including software, licenses, and any required hardware.

The Service Provider shall be responsible for the delivery, installation, testing, and commissioning of all components to ensure full operational functionality upon completion. All works must comply with relevant industry standards, health and safety regulations, and any site-specific requirements of the Manchester Central Convention Complex.

The Service Provider shall provide a 3-year warranty as standard on all supplied goods, covering defects in materials, workmanship, and performance, as set out in the Warranty clause of this Agreement.

In addition to the services listed above, the Service Provider shall provide the below ongoing services as part of the agreed Service Level Agreement (SLA)

#### **Service Level Agreement – Gold Option**

IUF-RR-SUP-VIS

Onsite Support – Mon to Sat (9am – 6pm) – Next working day if ticket logged before 12pm

Remote Support – Mon to Sat (7am – 7pm) – 4hr intervention time

Included Bank Holidays



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### Schedule 2 (Service Charges)

Prices will remain firm from the date of commencement of the Contract. Any change in prices will be proposed to Manchester Central and only upon acceptance by Manchester Central, the Contractor shall implement such price changes.

Invoices should not be submitted for the revised prices until written acceptance of the price increase from the Director of Finance and Corporate Services at Manchester Central has been received.

### Manchester Central Phase 1 v 2

#### Hardware

Description	Price	Qty	Ext. Price
<b>IUF-LED-SC</b> 01 - CENTRAL FOYER PANORAMA SCREEN (24500mm(W) x 750mm(H)) 1.9pixel Pitch 18.375sqm	£36,907.05	1	£36,907.05
<b>IUF-LED-ID-SMD-1000x500-P1.9SB</b> Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Cabinet size: 1000mm(W) x500mm(H)		11.5	
<b>IUF-LED-ID-SMD-1000x250-P1.9SB</b> Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Cabinet size: 1000mm(W) x250mm(H)		5.75	
<b>IUF-LED-ID-SMD-750x250-P1.9SB</b> Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Cabinet size: 750mm(W) x250mm(H)		1.125	
<b>IUF-LED-SC</b> 02 - REGISTRATION DESK PANORAMA SCREEN (10000mm(W) x 750mm(H)) 1.9pixel Pitch 7.5sqm	£14,803.17	1	£14,803.17
<b>IUF-LED-ID-SMD-1000x500-P1.9SB</b> Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Cabinet size: 1000mm(W) x500mm(H)		5	
<b>IUF-LED-ID-SMD-1000x250-P1.9SB</b> Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Cabinet size: 1000mm(W) x250mm(H)		2.5	
<b>IUF-LED-SC</b> 03 - DOUBLE SIDED RAMP TOTEM (1000mm(W) x 3000mm(H)) 4mm Outdoor HB Pixel Pitch 6sqm	£18,534.00	1	£18,534.00
<b>IUF-OD-SMD-P4HB</b> Bauer Digital Outdoor SMD LED 4pp High Brightness		3	
<b>IUF-OD-SMD-P4HB</b> Bauer Digital Outdoor SMD LED 4pp High Brightness		3	
<b>IUF-LED-SC</b> 04 - STEPS TOTEM (1500mm(W) x 3000mm(H)) 4mm Outdoor HB Pixel Pitch 4.5sqm	£13,900.50	1	£13,900.50
<b>IUF-OD-SMD-P4HB</b> Bauer Digital Outdoor SMD LED 4pp High Brightness		4.5	
<b>IUF-LED-SC</b> 05 - CHARTER REGISTRATION PANORAMA SCREEN (8000mm(W) x 750mm(H)) 1.9pixel Pitch 6sqm	£11,842.54	1	£11,842.54
<b>IUF-LED-ID-SMD-1000x500-P1.9SB</b> Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Cabinet size: 1000mm(W) x500mm(H)		4	
<b>IUF-LED-ID-SMD-1000x250-P1.9SB</b> Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Cabinet size: 1000mm(W) x250mm(H)		2	
<b>IUF-LED-SC</b> 06 - CHARTER FOYER PILLARS (750mm(W) x 2000mm(H)) 1.9mm Pixel Pitch 1.5sqm	£3,135.00	4	£12,540.00

## Guidance Note: Medium Value Services Agreement

### Hardware

Description		Price	Qty	Ext. Price
IUF-LED-ID-COB-P1.9SB	<b>Bauer Digital Indoor COB LED 1.9pp Standard Brightness</b> Bauer Digital Indoor COB LED 1.9pp Standard Brightness		6	
IUF-LED-SC	<b>07 - CHARTER FOYER SCREEN (5750mm(W) x 1000mm(H)) 1.9mm pixel Pitch 5.75sqm</b>	£10,800.32	1	£10,800.32
IUF-LED-ID-SMD-1000x500-P1.9SB	<b>Bauer Digital Indoor SMD LED 1.9pp Standard Brightness</b> Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Cabinet size: 1000mm(W) x 500mm(H)		5.5	
IUF-LED-ID-SMD-1000x250-P1.9SB	<b>Bauer Digital Indoor SMD LED 1.9pp Standard Brightness</b> Bauer Digital Indoor SMD LED 1.9pp Standard Brightness Cabinet size: 1000mm(W) x 250mm(H)		0.25	
<b>Back-End Hardware</b>				
MX30 - LED Controller	<b>Novastar MX30 Digitizer</b> Novastar MX30 Digitizer - 10 Output	£3,200.00	1	£3,200.00
IUF-DIG-MCTRL700HD	<b>Novastar MCTRL700HD Digitizer - 6 Output</b> Novastar MCTRL700HD Digitizer - 6 Output	£695.00	6	£4,170.00
IUF-MP-StiX3800	<b>Navori StiX 3800 Player</b> Navori StiX 3800 Player	£300.00	7	£2,100.00
IUF-MP-NUC12ZRN	<b>Windows Control PC</b> Intel N95 CPU, 8GB Mem, 256GB SSD, Windows 11 IoT. 2 x HDMI	£300.00	1	£300.00
IUF-CCS-LED	<b>Cables, Consumables &amp; Connectors - LED 59.75sqm</b> Cables, Consumables & Connectors - LED	£1,500.00	1	£1,500.00
Subtotal:				<b>£130,597.58</b>

### Metalwork

Description		Price	Qty	Ext. Price
MET-LCD	<b>Bespoke Housing - 01 - CENTRAL FOYER PANORAMA SCREEN (26000mm(W) x 750mm(H))</b> Bespoke Housing	£3,861.00	1	£3,861.00
MET-LCD	<b>Bespoke Housing - 02 - REGISTRATION DESK PANORAMA SCREEN (10000mm(W) x 750mm(H))</b> Bespoke Housing	£1,485.00	1	£1,485.00
MET-LCD	<b>Bespoke Housing - 03 - DOUBLE SIDED RAMP TOTEM</b> Bespoke Housing	£25,000.00	1	£25,000.00
MET-LCD	<b>Bespoke Housing - 04 - SINGLE SIDED STEPS TOTEM</b> Bespoke Housing	£25,000.00	1	£25,000.00
MET-LCD	<b>Bespoke Housing - 05 - CHARTER REGISTRATION PANORAMA SCREEN (8000mm(W) x 750mm(H))</b> Bespoke Housing	£1,188.00	1	£1,188.00
MET-LCD	<b>Bespoke Housing - 06 - CHARTER FOYER PILLARS (750mm(W) x 2000mm(H))</b> Bespoke Housing	£2,000.00	4	£8,000.00
MET-LCD	<b>Bespoke Housing - 07 - CHARTER FOYER SCREEN (5750mm(W) x 1000mm(H))</b> Bespoke Housing	£1,012.00	1	£1,012.00
Subtotal:				<b>£65,546.00</b>



## Guidance Note: Medium Value Services Agreement

### Software

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
IUF-RR-NAV-LIC <b>Navori CMS Licence - Per Year</b> Navori CMS Licence - Per Year	£180.00	£180.00	7	£1,260.00	£1,260.00
Recurring Subtotal:					<b>£1,260.00</b>
Subtotal:					<b>£1,260.00</b>

### Services

Description	Price	Qty	Ext. Price
IUF-SER-AV2 <b>2 Man Team - 9am-6pm - Per Day</b> 2 Man Team - 9am-6pm - Per Day	£1,300.00	19	£24,700.00
IUF-SER-PM <b>Project Management</b> Project Management - Per Day	£795.00	15	£11,925.00
IUF-SER-SS <b>Site Supervisor</b> Site Supervisor	£695.00	14	£9,730.00
IUF-SER-CAD <b>CAD &amp; Design</b> -	£795.00	7	£5,565.00
IUF-SER-TSUK <b>Travel &amp; Sustenance - UK Mainland</b> Travel & Sustenance - UK Mainland	£250.00	19	£4,750.00
IUF-SER-COM <b>Commissioning</b> Commissioning	£795.00	4	£3,180.00
MER-SER-ADD <b>Fencing Equipment</b> Additional Access Required	£3,000.00	1	£3,000.00
MER-SER-SSU <b>Site Survey</b> Site Survey	£1,000.00	1	£1,000.00
MER-SER-ADD <b>Structural Calculations</b> Additional Access Required	£1,500.00	1	£1,500.00
MER-SER-ADD <b>Additional Access Required</b> Additional Access Required	£2,560.00	1	£2,560.00
MER-SER-ADD <b>Hi-ab/ Contracted lift</b> Additional Access Required	£1,200.00	2	£2,400.00
IUF-DEL-UK <b>Delivery &amp; KM/ Pack</b> UK Mainland	£5,600.00	1	£5,600.00
Subtotal:			<b>£75,910.00</b>

Quote Summary	Amount
Hardware	£130,597.58
Metalwork	£65,546.00
Software	£1,260.00
Services	£75,910.00
Subtotal:	<b>£273,313.58</b>
Estimated Tax:	<b>£54,662.72</b>
Total:	<b>£327,976.30</b>

Recurring Recurring Summary	Amount
Software	£1,260.00
Recurring Subtotal:	<b>£1,260.00</b>
Estimated Tax:	<b>£252.00</b>
Recurring Total:	<b>£1,512.00</b>

## Guidance Note: Medium Value Services Agreement

### Manchester Central Lift Shaft

#### Hardware

Description	Price	Qty	Ext. Price
<b>IUF-LED-SC</b> <b>05 - Lift Shaft Display (2750mm(W) x 2750mm(H)) - 3.9 Pixel Pitch 7.5625sqm</b>	<b>£10,244.4994</b>	<b>1</b>	<b>£10,244.4994</b>
<b>IUF-LED-ID-SMD-1000x500-P3.9SB</b> <b>Bauer Digital Indoor SMD LED 3.9pp Standard Brightness</b> Bauer Digital Indoor SMD LED 3.9pp Standard Brightness Cabinet size: 1000mm(W) x500mm(H)		5	
<b>IUF-LED-ID-SMD-1000x250-P3.9SB</b> <b>Bauer Digital Indoor SMD LED 3.9pp Standard Brightness</b> Bauer Digital Indoor SMD LED 3.9pp Standard Brightness Cabinet size: 1000mm(W) x250mm(H)		0.5	
<b>IUF-LED-ID-SMD-750x250-P3.9SB</b> <b>Bauer Digital Indoor SMD LED 3.9pp Standard Brightness</b> Bauer Digital Indoor SMD LED 3.9pp Standard Brightness Cabinet size: 750mm(W) x250mm(H)		2.0625	
<b>Back-End Hardware</b>			
<b>IUF-DIG-MCTRL700HD</b> <b>Novastar MCTRL700HD Digitizer - 6 Output</b> Novastar MCTRL700HD Digitizer - 6 Output	£695.00	1	£695.00
<b>IUF-MP-StiX3800</b> <b>Navori StiX 3800 Player</b> Navori StiX 3800 Player	£300.00	1	£300.00
<b>IUF-CCS-LED</b> <b>Cables, Consumables &amp; Connectors - LED 7.5625sqm</b> Cables, Consumables & Connectors - LED	£200.00	1	£200.00
Subtotal:			<b>£11,439.50</b>

#### Metalwork

Description	Price	Qty	Ext. Price
<b>MET-LCD</b> <b>Bespoke Housing - 05 - Lift Shaft Display (2750mm(W) x 2750mm(H))</b> Bespoke Housing	£1,020.00	1	£1,020.00
Subtotal:			<b>£1,020.00</b>

#### Software

Description	Recurring	Price	Qty	Ext. Recurring	Ext. Price
<b>IUF-RR-NAV-LIC</b> <b>Navori CMS Licence - Per Year</b> Navori CMS Licence - Per Year	£180.00	£180.00	1	£180.00	£180.00
Recurring Subtotal:					<b>£180.00</b>
Subtotal:					<b>£180.00</b>



## Guidance Note: Medium Value Services Agreement

### Services

Description	Price	Qty	Ext. Price
IUF-SER-AV2 <b>2 Man Team - 9am-6pm - Per Day</b> 2 Man Team - 9am-6pm - Per Day	£1,300.00	2	£2,600.00
IUF-SER-AV2 <b>2 Man Team - 9am-6pm - Per Day - Metal Work Installation</b> 2 Man Team - 9am-6pm - Per Day	£1,300.00	1	£1,300.00
IUF-SER-CAD <b>CAD &amp; Design</b>	£795.00	0.5	£397.50
IUF-SER-TSUK <b>Travel &amp; Sustenance - UK Mainland</b> Travel & Sustenance - UK Mainland	£250.00	2	£500.00
IUF-SER-COM <b>Commissioning</b> Commissioning	£795.00	0.5	£397.50
Subtotal:			<b>£5,195.00</b>

Quote Summary	Amount
Hardware	£11,439.50
Metalwork	£1,020.00
Software	£180.00
Services	£5,195.00
Subtotal:	<b>£17,834.50</b>
Estimated Tax:	<b>£3,566.90</b>
Total:	<b>£21,401.40</b>

Recurring Summary	Amount
Software	£180.00
Recurring Subtotal:	<b>£180.00</b>
Estimated Tax:	<b>£36.00</b>
Recurring Total:	<b>£216.00</b>

## Guidance Note: Medium Value Services Agreement

### Manchester Central Gold SLA

#### Services

Description	Price	Qty	Ext. Price
<b>IUF-RR-SUP-VIS Service Level Agreement - Gold</b> Gold SLA Onsite Support - Mon to Sat (9am - 6pm) - next working day if ticket logged before 12pm Remote Support - Mon to Sat (7am - 7pm) - 4hr intervention time. Includes Bank Holidays	£12,783.34	1	£12,783.34
Subtotal:			<b>£12,783.34</b>

Quote Summary	Amount
Services	£12,783.34
Subtotal:	<b>£12,783.34</b>
Estimated Tax:	<b>£2,556.67</b>
Total:	<b>£15,340.01</b>

## Guidance Note: Medium Value Services Agreement

### Schedule 3 (Target Service Levels)

#### Services

Service	SLA	Price (ex VAT)
Gold	■	£12,783.34
Silver		
Bronze		

#### Licences

Area	Quantity	Price (ex VAT)
Central Foyer Panorama	1	£180.00
Registration Desk Panorama	1	£180.00
Ramp Totem (Double-sided)	1	£180.00
Steps Totem	1	£180.00
Charter Registration Panorama	1	£180.00
Charter Foyer Pillars (4)	1	£180.00
Charter Foyer Screen	1	£180.00
Lift Shaft Screen	1	£180.00

#### Site

Manchester Central  
Petersfield M2 3GX

#### Preventative Maintenance

Service	SLA	Price (ex VAT)
Not applicable		
Bronze		
Silver		
Gold	■	Included in SLA Cost Above – 1 annual PPM

## Guidance Note: Medium Value Services Agreement

Bespoke		
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### Corrective Maintenance

Service	SLA	Price (ex VAT)
Not applicable		-
Bronze		
Silver		
Gold		Included in SLA Cost Below
Bespoke		

### Maintained Equipment

Description	Quantity
Central Foyer 1.9mm LED Panorama Screen	1
Registration Desk 1.9mm LED Panorama Screen	1
Double Sided 2.6mm LED Ramp Totem	1
Single Sided 2.6mm LED Steps Totem	1
Charter Registration Panorama 1.9mm LED Panorama Screen	1
Charter Foyer Pillars 1.9mm LED Panorama Screen	4
Charter Foyer 1.9mm LED Screen	1
Lift Shaft 3.9mm LED Screen	1

### Content Management Services

Service	SLA	Price (ex VAT)
Not applicable		-
Bronze		
Silver		
Gold		

### Guidance Note: Medium Value Services Agreement

Bespoke		
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### Hosting Environment (for Content Management Services)

Provided by		Details and charges
Not applicable		-
Customer		
Merson Digital Ltd		

### Customer Hardware (to be provided by the Customer)

Description	Quantity
Not applicable	Not applicable

### Customer Software (to be provided by the Customer)

Description	Licence quantity or type
Not applicable	Not applicable

### SLAs

Where referred to above, the following SLAs apply:

Service	SLA	Price (ex VAT)
Gold		£12,783.34
Silver		
Bronze		

Description	SLA - Gold
Remote Support Hours	7am - 7pm (Monday - Saturday)
Remote Response	1h from ticket logged
Remote to Onsite Escalation	Next Day Onsite (if logged before 12pm)



## **Guidance Note: Medium Value Services Agreement**

Onsite Support	9am - 6pm (Monday - Saturday)
Onsite Preventative Maintenance	Once per year per device/display
Spares Tracking	Hot and Cold spares tracking with monthly reports
Proactive Monitoring	Included
Custom Dashboards	Included
Support Management Ticket/KPI Review	Monthly meetings to be held

### **Key Performance Indicators (KPIs)**

#### **Remote Support**

- First Response – within 1 hour of ticket being received within SLA Hours
- Intervention – within 4 hours of ticket being received within SLA Hours

#### **Onsite Support**

If the remote team escalates to onsite intervention:

- Engineer to attend site Next Day (if ticket logged before 12pm)
- Engineer to attend within 48 hours (if ticket logged after 12pm)

## **Guidance Note: Medium Value Services Agreement**

### **Schedule 4 (Contract Management)**

#### **1 Operations Manager, Services Manager and Services Director**

The Service Provider's initial Account Manager: Carrie McGill

Manchester Central's initial Services Manager: Steven Gould

Manchester Central's initial Services Director: Andy Kelly

#### **2 Routine Management Meetings**

2.1 Required Attendees: the Operations Manager, the Services Manager and the Services Director.

2.2 Frequency: Monthly

2.3 Agenda: Service levels and key performance indicator of the Services

#### **3 Reports for Routine Management Meetings**

3.1 Type: Installation Progress Report

3.2 Contents:

- Number of screens installed vs. planned
- Locations completed vs. outstanding
- Issues/delays (e.g., access restrictions, power supply issues)
- Photos of installed signage
- Health & safety compliance notes

3.3 Type: Maintenance and Support Report

3.4 Contents:

- Number and type of support tickets raised (e.g., display offline, brightness issues)
- Response and resolution times (with SLA adherence)
- Issues/delays (e.g., access restrictions, power supply issues)
- Preventative maintenance visits completed
- Common/repeat issues

**Guidance Note: Medium Value Services Agreement**

- Parts replaced or repaired

## **Guidance Note: Medium Value Services Agreement**

### **Schedule 5 (Policies)**

Polices to be shared up the acceptance of these terms

- Code of Conduct Policy
- IT Policy
- Anti-Bribery Policy
- Data Protection Policy
- Manchester Central Customer Privacy Policy



## **Guidance Note: Medium Value Services Agreement**

### **Schedule 6 (Exit Management Plan)**

#### **1 General obligation**

On termination of this agreement for any reason, the Service Provider will provide all reasonable assistance to Manchester Central to facilitate the orderly transfer of the Services back to Manchester Central or to enable the New Service Provider to take over the provision of all or part of the Services. The remaining provisions of this Schedule will not prejudice or restrict the generality of this obligation.

The Service Provider shall promptly and fully answer all reasonable questions about the Services which may be asked by Manchester Central for the purpose of adequately understanding the manner in which the Services have been provided or for the purpose of allowing any New Service Provider (or potential New Service Provider) to conduct 'due diligence'.

#### **2 Continuation of the provision of services**

Manchester Central shall be entitled to require the Service Provider to continue to provide the Services for 3 months after termination of this agreement upon the same payment terms if, in the opinion of Manchester Central, such continuation is required in order to allow for the orderly transfer of the Services to Manchester Central or a New Service Provider.

#### **3 Materials and Equipment**

##### **3.1 Materials and Equipment**

- (a) On ceasing to provide the Services hereunder, the Service Provider shall, jointly with Manchester Central, carry out a stock-take of all materials and products provided in the course of carrying out the Services and shall deliver all such stocks to Manchester Central free of charge.
- (b) On ceasing to provide the Services hereunder, the Service Provider shall hand over the Manchester Central Equipment pursuant to clause 3.4(e) of this agreement.

#### **4 Know-how**

- 4.1 Manchester Central shall be entitled to use (and to authorise any New Service Provider to use), free of charge but on a non-exclusive basis, all know-how and other information acquired by the Service Provider in the course of providing the Services or otherwise used by the Service Provider in the provision of the Services, whether or not such know-how or information was produced specifically or used exclusively to provide the Services.

## Guidance Note: Medium Value Services Agreement

### 5 Premises

All rights of access and occupation granted to the Service Provider in respect of premises owned or occupied by Manchester Central will cease when the provision of Services ceases in accordance with this agreement, and the Service Provider shall immediately hand back to Manchester Central all security cards and passes, badges and any other items provided to it by Manchester Central in respect of access to the Service Provider's premises.

### 6 Personnel

6.1 This agreement envisages that subsequent to the commencement of this agreement, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of this agreement, or part, or otherwise) resulting in a transfer of the Services in whole or in part (**Service Transfer**). If a Service Transfer is a relevant transfer for the purposes of the Employment Regulations then in such event, Manchester Central or a New Service Provider would inherit liabilities in respect of the Transferring Employees. Accordingly, if the Employment Regulations apply on a Service Transfer, the provisions in paragraph 6.7 to paragraph 6.11 of this Schedule shall apply. Paragraph 6.14 of this Schedule shall apply to a Service Transfer which is not a relevant transfer for the purposes of the Employment Regulations. For the avoidance of doubt, all other paragraphs in this paragraph 6 of this Schedule shall apply to all Service Transfers, whether or not the Employment Regulations apply.

6.2 The Service Provider agrees that, subject to compliance with the Data Protection Legislation:

(d) within 20 days of the earliest of:

- (i) receipt of a notification from Manchester Central of a Service Transfer or intended Service Transfer; or
- (ii) receipt of the giving of notice of early termination of this agreement or any part thereof; or
- (iii) the date which is six months before the expiry of the term of this agreement,

and, in any event, on receipt of a written request of Manchester Central at any time, it shall provide the Provisional Staff List and the Staffing Information to Manchester Central or, at the direction of Manchester Central, to a New Service Provider and it shall provide an updated Provisional Staff List when reasonably requested by Manchester Central or, any New Service Provider;

(e) at least 14 days prior to the Service Transfer Date, the Service Provider shall prepare and provide to Manchester Central and/or, at the direction



### **Guidance Note: Medium Value Services Agreement**

of Manchester Central, to the New Service Provider, the Final Staff List, which shall be complete and accurate in all material respects. The Final Staff List shall identify which of the Service Provider's Personnel named are Transferring Employees;

- (f) Manchester Central shall be permitted to use and disclose the Provisional Staff List, the Final Staff List and the Staffing Information for informing any tenderer or other prospective New Service Provider for any services which are substantially the same type of services (or any part thereof) as the Services; and
  - (g) upon reasonable request by Manchester Central, the Service Provider shall provide Manchester Central or at the request of Manchester Central, the New Service Provider, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as Manchester Central reasonably requests.
- 6.3 The Service Provider warrants that the Provisional Staff List, the Final Staff List and the Staffing Information will be true and accurate in all material respects.
- 6.4 From the date of the earliest event referred to in paragraph 6.2(d) of this Schedule, the Service Provider agrees that it shall not without the prior written consent of Manchester Central, assign any person to the provision of the Services (or the relevant part) which is the subject of a Service Transfer who is not listed in the Provisional Staff List and shall not without the prior written consent of Manchester Central (such consent not to be unreasonably withheld or delayed):
- (a) increase the total number of employees listed on the Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with Manchester Central;
  - (b) make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Provisional Staff List;
  - (c) increase the proportion of working time spent on the Services (or the relevant part) by any of the Service Provider's Personnel save for fulfilling assignments and projects previously scheduled and agreed with Manchester Central;
  - (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Provisional Staff List;
  - (e) replace any of the Service Provider's Personnel listed on the Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give

### **Guidance Note: Medium Value Services Agreement**

notice to terminate the employment or contracts of any persons on the Provisional Staff List.

- 6.5 The Service Provider will promptly notify Manchester Central or, at the direction of Manchester Central, the New Service Provider of any notice to terminate employment received from any persons listed on the Provisional Staff List regardless of when such notice takes effect.
- 6.6 No more than 21 days nor less than 14 days before the expected Service Transfer Date, the Service Provider shall provide to Manchester Central or any New Service Provider, in respect of each person (subject to compliance with Data Protection Legislation) on the Final Staff List who is a Transferring Employee, their:
- (a) pay slip data for the most recent month;
  - (b) cumulative pay for tax and pension purposes;
  - (c) cumulative tax paid;
  - (d) tax code;
  - (e) voluntary deductions from pay; and
  - (f) bank or building society account details for payroll purposes.
- 6.7 In connection with a relevant transfer to which the Employment Regulations apply, the parties agree that:
- (a) the Service Provider shall perform and discharge all its obligations in respect of all the Transferring Employees and their representatives for its own account up to and including the Service Transfer Date. The Service Provider shall indemnify Manchester Central and any New Service Provider in full for and against all claims costs, expenses or liabilities whatsoever and howsoever arising, incurred or suffered by Manchester Central or any New Service Provider including without limitation all legal expenses and other professional fees (together with any VAT thereon) in relation to:
    - (i) the Service Provider's failure to perform and discharge any such obligation;
    - (ii) any act or omission by the Service Provider on or before the Service Transfer Date or any other matter, event or circumstance occurring before the Service Transfer Date;
    - (iii) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation





### **Guidance Note: Medium Value Services Agreement**

all wages, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the Service Transfer Date;

- (iv) any claim arising out of the provision of, or proposal by the Service Provider to offer any change to any benefit, term or condition or working condition of any Transferring Employee arising on or before the Service Transfer Date;
  - (v) any claim made by or in respect of any person employed or formerly employed by the Service Provider other than a Transferring Employee for which it is alleged Manchester Central or any New Service Provider may be liable by virtue of this agreement and/or the Employment Regulations;
  - (vi) any act or omission of the Service Provider in relation to its obligations under Regulation 11 of the Employment Regulations, or in respect of an award of compensation under Regulation 12 of the Employment Regulations except to the extent that the liability arises from Manchester Central or New Service Provider's failure to comply with Regulation 11 of the Employment Regulations; and
  - (vii) any statement communicated to or action done by the Service Provider or in respect of, any Transferring Employee on or before the Service Transfer Date regarding the Service Transfer which has not been agreed in advance with Manchester Central in writing.
- 6.8 The Service Provider shall indemnify Manchester Central and any New Service Provider in respect of any claims arising from any act or omission of the Service Provider in relation to any other Service Provider's Personnel who is not a Transferring Employee during any period whether before, on or after the Service Transfer Date.
- 6.9 Manchester Central shall indemnify the Service Provider against all claims arising from Manchester Central's or the New Service Provider's failure to perform and discharge any obligation and against any Claims in respect of any Transferring Employees arising from or as a result of:
- (a) any act or omission by Manchester Central or the New Service Provider relating to a Transferring Employee occurring on or after the Service Transfer Date; and
  - (b) all and any claims in respect of all emoluments and outgoings in relation to the Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the Service Transfer Date.



### **Guidance Note: Medium Value Services Agreement**

- 6.10 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any relevant transfer as a consequence of a Service Transfer will be fulfilled.
- 6.11 Manchester Central shall assume (or shall procure that the New Service Provider shall assume) the outstanding obligations of the Service Provider in relation to any Transferring Employees in respect of accrued holiday entitlements and accrued holiday remuneration prior to the Service Transfer Date. The Service Provider shall indemnify Manchester Central (or at Manchester Central's discretion any New Service Provider) in respect of any such accrued holiday entitlements and accrued holiday remuneration, regardless of whether such accrued holiday entitlement is in fact taken on or after the Service Transfer Date.
- 6.12 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 6.2 to 6.10 of this Schedule to the extent necessary to ensure that any New Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the New Service Provider by the Service Provider or Manchester Central under paragraphs 6.2 to 6.10 in its own right pursuant to section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 6.13 Notwithstanding paragraph 6.12, it is expressly agreed that the parties may by agreement rescind or vary this Schedule or any term of this Schedule without the consent of any other person who has the right to enforce the terms of this Schedule or the term in question notwithstanding that such rescission or variation may extinguish or alter that person's entitlement under that right.
- 6.14 In the event of a Service Transfer to which the Employment Regulations do not apply, the following provisions shall apply:
- (a) Manchester Central or the New Service Provider can, at its discretion, make to any of the employees listed on the Provisional Staff List or any Service Provider's Personnel assigned to the Services an offer, in writing, to employ that employee under a new contract of employment to take effect at the earliest reasonable opportunity;
  - (b) when the offer has been made by Manchester Central or New Service Provider and accepted by any employee or worker, the Service Provider shall permit the employee or worker to leave his or her employment, as soon as practicable depending on the business needs of the Service Provider which could be without the employee or worker having worked his full notice period, if the employee so requests and where operational obligations allow;
  - (c) if the employee does not accept an offer of employment made by Manchester Central or New Service Provider, the employee shall remain employed by the Service Provider and all claims in relation to the employee shall remain with the Service Provider; and



## Guidance Note: Medium Value Services Agreement

- (d) if Manchester Central or the New Service Provider does not make an offer to any employee on the Provisional Staff List or any Service Provider's Personnel, then that employee and all claims in relation to that employee remains with the Service Provider.
- 6.15 For the purposes of this Schedule, the following words and phrases shall, unless the context otherwise requires, have the following meanings:

**Data Protection Legislation:** the Data Protection Act 1998, the Data Protection Directive (95/46/EC), the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive (2002/58/EC), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner.

**Employment Regulations:** the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**Final Staff List:** the list of all the Service Provider's Personnel engaged in or wholly or mainly assigned to the provision of the Services or any part of the Services at the Service Transfer Date.

**New Service Provider:** any third party supplier appointed by Manchester Central to provide services that are identical or substantially similar to any of the Services and which Manchester Central receives in substitution for any of the Services following the termination or expiry of this agreement.

**Provisional Staff List:** a list prepared and updated by the Service Provider of all the Service Provider's Personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of preparation of the list.

**Service Provider's Personnel:** all employees, staff, other workers, agents and consultants of the Service Provider who are engaged in the provision of the Services from time to time.

**Service Transfer Date:** the date on which the Services (or any part of the Services), for whatever reason transfer from the Service Provider to Manchester Central or any New Service Provider.

**Staffing Information:** in relation to all persons detailed on the Provisional Staff List, such information as Manchester Central may reasonably request (subject to the Data Protection Legislation), but including in an anonymised format:

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- (a) their ages, dates of commencement of employment or engagement and gender;
- (b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise;
- (c) the identity of their employer or relevant contracting party;
- (d) their relevant notice periods and any other terms relating to termination of employment or engagement, including any redundancy procedures and contractual redundancy payment schemes;
- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (f) details of other employment-related benefits including (without limitation) medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work; and
- (i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals).

**Transferring Employees:** those employees whose contract of employment will be transferred to Manchester Central or a New Service Provider pursuant to the Employment Regulations on expiry or termination of this agreement.



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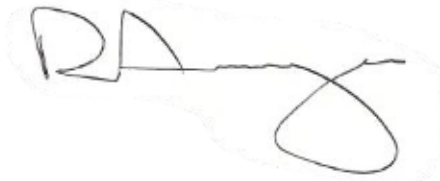
Signed for and on behalf of  
**MANCHESTER CENTRAL  
CONVENTION COMPLEX  
LIMITED**

by XXXX Dave Holden

*Dave Holden*

.....  
Director

Signed for and on behalf of  
**Merson Digital Limited**  
by Roddy Angus



.....  
CEO