



THE GUINNESS PARTNERSHIP LIMITED (1)

and

THOMSON ASSOCIATES (2)

Consultancy Services Contract

**[SCHEDULE 6 CYBER SECURITY REQUIREMENTS]ERROR! BOOKMARK NOT
DEFINED.**

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CONTRACT ("this Contract") dated

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PARTIES:

- (1) **The Guinness Partnership Limited**, a registered Charitable Community Benefit Society registered number 31693R, whose registered office is at 7th Floor 350 Euston Road, Regent's Place, London, NW13AX ("**the Client**").
- (2) **Thomson Associates** a company incorporated under number 13467521, whose registered office is at Rossetti Place, 6 Lower Byrom St, Manchester M3 4AP ("**the Consultant**").

INTRODUCTION:

The Client wishes to engage the Consultant to provide certain Services, in accordance with this Contract.

IT IS AGREED THAT:

1. The Consultant shall provide the Services set out in Schedule 1 [*Services and Payment*] in accordance and in compliance with the Conditions of Contract set out in Schedule 3 [*Conditions of Contract*] completed in accordance with Schedule 2 [*Contract Particulars*] and in return for the Fee set out in Schedule 1 [*Services and Payment*]. Where the Contract Particulars so state, the Consultant's performance of the Services will be measured according to the KPIs set out in Schedule 5 [*KPI Schedule*].

SCHEDULE 1

Services and Payment

Part 1. Services Specification - Requirements

The Services to be provided comprise:

Valuation services – properties/land in and outside Guinness ownership

Part 2. Services Specification - Tender return documents

N/A

Part 3. Payment

Up to £160,000 (inc. VAT) total over contract period of 4 years commencing 1st August 2025

The Fee for the Services is to be:

- A fixed fee per valuation, individually determined, based on the scope of the valuation required, to include all disbursements.

SCHEDULE 2

Contract Particulars

Condition 1: Definitions

"Commencement Date"		1st August 2025
"Expiry Date"		31st July 2029
"Minimum Insurance Levels"	Insurance	<p>The minimum insurance levels required to be maintained by the Client are:</p> <ul style="list-style-type: none">• public liability cover – £5 million for each and every claim.• professional indemnity insurance –£2 million for each and every claim.• employer's liability and motor insurance - as required by Law.
"Normal Hours"	Working	<ul style="list-style-type: none">• N/A

Commented [SW1]: DRAFTING NOTE any questions re PL amount should be confirmed with Insurance Team colleagues

Condition 4.7:

The TUPE warranty at Condition 4.7 does not apply

Condition 5.3: KPIs

The Consultant's delivery of the Services under this Contract will not be monitored through KPIs.

Condition 6: Payment

In accordance with Condition 6.7, the Fees set out in Schedule 1

N/A

Condition 7.2: Intellectual Property

The Consultant assigns Intellectual Property Rights in Documents and Data created specifically for the Services as referred to in Condition 7.2:

N/A

Condition 9.13: Cyber Security

The Parties are to comply with the Cyber Security Requirements: N/A

Condition 10.8: Storage of Client Data

The Consultant is not required to store Client Data.

Condition 10.9: Using, creating and/or modifying Client Data

The Consultant is not required to use, create or modify Client Data.

Condition 10.9.3: Client Data

Client Data for managing and monitoring the Services, to be maintained on the Client's IT System: No.

Condition 14.3: Cap on Liability

The Consultant's liability is limited to £5million. This is in the aggregate.

The Client's liability is limited to £500,000. the limit is on an aggregate basis, not each and every claim.

Condition 18: Termination and Suspension

The period of notice given by the Client under Condition 18.2 is 4 weeks

The Consultant may terminate under Condition 18.6. The period of notice under Condition 18.4 is 4 weeks

SCHEDULE 3

Conditions of Contract

1 INTERPRETATION

1.1. In this Contract (unless the context requires otherwise):

"Agreed"	means agreed in writing by both Parties and "Agree" shall be construed accordingly;
"Additional Services"	means any and all additional services which the Client may instruct the Consultant to perform;
"Appropriate Supplier"	means a supplier that is not an excluded supplier under the Procurement Act 2023 and could have been relied on in place of the supplier relied on to satisfy the Conditions of Participation or specified in the Consultant's tender for this Contract;
"ATIS"	means Access to Information Scheme under the Social Housing (Regulation) Act 2023;
"Client Data"	means all data, information, records and documentation in any electronic or tangible form relating to the Properties, Customers or the Services (including the identity of the Staff carrying out the Services) that is held on the Client's IT System, the Consultant's IT System or in paper form;
"the Client's IT System"	means the IT system put in place by the Client, in particular the IT system for monitoring and coordinating the Services;
"the Client's Requirements"	means any specific rules or requirements for the Services supplied by the Client to the Consultant from time to time including the requirements set out in these Conditions;
"Commencement Date"	means the date stated in the Contract Particulars;
"Conditions of Participation"	means a condition set by the Client, in accordance with section 22 of the Procurement Act 2023 which the Consultant had to satisfy to be awarded this Contract;
"Confidential Information"	means any information communicated by other Party to the other on the basis that it is confidential;

"Contract Particulars"	means the details of this Contract set out Schedule 2 [Contract Particulars];
"Customer"	means a tenant, leaseholder or occupier of a Property;
"Cyber Security Requirements"	means the requirements set out in Schedule 6;
"Data Controller"	has the meaning given under Data Protection Law;
"Data Processor"	has the meaning given under Data Protection Law;
"the Consultant's IT System"	means the information technology system (being software, hardware, any interfaces, and any combination of them) used by the Consultant in connection with the Services;
"Data Protection Law"	means any applicable law relating to the processing, privacy and/or use of Personal Data, as applicable to either party or the Services, including: <ul style="list-style-type: none"> • the GDPR; • the Data Protection Act 2018; • any laws which implement or supplement any such laws; • any laws that replace, extend, re-enact, consolidate or amend any of the foregoing; and • all guidance, guidelines and codes of practice issued by any relevant Data Protection Supervisory Authority relating to such Data Protection Laws (in each case whether or not legally binding);
"Data Subject"	has the meaning given under Data Protection Law;
"DBS Check"	means a check with the Disclosure and Barring Service (or any statutory successor to the Disclosure and Barring Service) of the most extensive kind available (if any) in relation to any (actual or prospective) member of Staff having regard to the Services they are to undertake under this Contract and including any update to that check, whether through the Disclosure and Barring Service update service or through a further check being made;

"Dispute"	means either a dispute concerning this Contract or an allegation by a Party that the other has committed a breach of this Contract;
"Dispute Resolution Procedure"	means the procedure set out in Conditions 26 [Informal Dispute Resolution] and 27 [Governing Law and Enforcement];
"Documents and Data"	means all documents, data, information, text, drawings, diagrams, images, records or sound embodied in any electronic or tangible medium used or created in connection with this Contract or the Services;
"EIR"	means the Environmental Information Regulations 2004;
"Employee Liability Information"	means the information which a transferor is obliged to notify to a transferee pursuant to Regulation 11(2) of TUPE regarding any person employed by him who is assigned to the organised grouping of resources or employees which is the subject of the Relevant Transfer and also such employees as fall within Regulation 11(4) of TUPE; , or such additional information about those individuals and their terms of engagement as the Client may reasonably request;
"Equality and Diversity Law"	means all Law preventing unlawful discrimination including unlawful discrimination on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, paternity, race, religion or belief, sex or sexual orientation or part time or temporary status or any other protected status;
"Expiry Date"	means the date (if any) stated in the Contract Particulars;
"Financial Year"	means each period from 1 April to 31 March next (inclusive);
"Fee"	means the Fee payable for Services calculated as set out in Schedule 1 [Services and Payment];
"FOIA"	means the Freedom of Information Act 2000;
"Force Majeure"	has the meaning given in Condition 16 [Force Majeure];

"Good Industry Practice"	meaning that degree of skill, care, prudence and workmanship which would reasonably be expected from a skilled and experienced consultant delivering the Services;
"Guinness Group"	all of the Client's subsidiaries, any companies or societies of which the Client is a subsidiary, and all subsidiaries of any companies or societies of which the Client is a subsidiary (in each case as defined in section 1159 of the Companies Act 2006 or sections 100 or 101 of the Co-operatives and Community Benefit Societies Act 2014) together with any joint venture company or organisation which is a contracting authority and of which any of them is a joint venture participant;
"Health and Safety Law"	means all Law related to the protection of health and safety including the protection of the environment, buildings, Customers, the prevention of disease and the avoidance of industrial accidents;
"Incoming Consultant"	means any organisation, body or consultant including the Client, which undertakes to provide all or part of the Services equivalent after expiry or earlier termination of this Contract;
"Inflation"	means the percentage change in the Index of Consumer Prices (all items) United Kingdom produced by the Office for National Statistics over the 12 (twelve) months leading up to September immediately preceding 1st April each year;
"Intellectual Property Rights"	means all patents, copyrights and design rights (whether registered or not and all applications for any of them) and all rights of confidence in any Documents and Data (whenever and however arising) for their full term and all renewals and extensions of such rights;
"Interest Rate"	means 4% (four per cent) above the base rate of Bank of England from time to time;
"IT System"	means the Client's IT System or the Consultant's IT System (as applicable);
"KPI"	means a key performance indicator for measurement of the Consultant's performance under this Contract as set out in Schedule 5 [KPI Schedule];

"KPI MAP Level"

means the minimum level of performance as measured by a KPI set out in Schedule 5 [KPI Schedule] that the Client is prepared to tolerate, such that if performance is worse than that level for that KPI the Client can serve a notice under Condition 5.7 [Monitoring and Complaints];

"Law"

means:

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

"Liabilities"

means all demands, actions, claims, proceedings, liabilities, losses, judgements, costs (including legal costs), charges, taxes, duties, payments and expenses which the relevant Party has taken reasonable steps to mitigate;

"Measurement Period"

means the period over which the Consultant's performance in relation to a KPI is assessed as set out in Schedule 5 [KPI Schedule];

"Minimum Insurance Levels"

means the minimum levels of insurances the Consultant is required to maintain under Condition 15 [Insurance] as set out in the Contract Particulars;

"Month"

means a calendar month;

"Normal Working Hours"

means those hours specified in the Contract Particulars;

"Parties"	means the Client and the Consultant and their successors and permitted assignees and "Party" shall be construed accordingly;
"Personal Data"	has the meaning given under Data Protection Law;
"Personal Data Breach"	any event that results or may result in any unauthorised or unlawful access to, Processing, loss and/or destruction of Personal Data in breach of this Contract including any personal data breach (as defined under Data Protection Law);
"Price"	means the price payable for Services calculated as set out in Schedule 1 [Services and Payment];
"Processing"	has the meaning given under Data Protection Law and "Process" and "Processed" shall be construed accordingly;
"Property"	means a property owned or managed by the Client at which the Services are to be provided;
"Protective Measures"	<p>means appropriate (having regard to nature of the Personal Data to be protected, the harm that might result from a Personal Data Breach, the state of technological development and the cost of implementation) technical and organisational measures including (where applicable):</p> <ul style="list-style-type: none"> • pseudonymising and encrypting Personal Data; • ensuring the confidentiality, integrity, availability and resilience of systems and services; • ensuring that the availability of and access to Personal Data can be restored promptly after an incident; and • regularly assessing and evaluating the effectiveness of such measures;
"the Consultant's IT System"	means the information technology system (being software, hardware, any interfaces, and any combination of them) used by the Consultant in connection with the Services;
"Regulatory Requirements"	means the requirements of the Law and of all statutory authorities in relation to the Services including the requirements of any regulatory body (including Homes England and the

	Regulator of Social Housing) to which the Client is subject;
"Relevant Employees"	means the employees who are the subject of a Relevant Transfer;
"Relevant Transfer"	means a relevant transfer for the purposes of TUPE;
"Request for Information"	means a request for information made under EIR or, if it applies, FOIA or ATIS
"Returning Employee"	means those employees wholly or mainly engaged in the provision of the Services as the case may be as immediately before the Expiry Date or Termination Date whose employment transfers to a future contractor pursuant to TUPE;
"Sensitive Commercial Information"	means information which constitutes a trade secret or would be likely to prejudice the commercial interests of any person if it were published or otherwise disclosed;
"Services"	means the services listed in Schedule 1;
"Statutory Permissions"	means those permissions, consents, approvals, licences, certificates and permits in legally effective form that are necessary from any Statutory Authority lawfully to commence, carry out and complete the Services in accordance with this Contract including the requirements of any statutory authority regulating the Services and Payment] and/or any reasonable instruction given to the Consultant in writing by the Client as to the Services to be provided or how they are to be provided under or in connection with this Contract;
"Subcontract"	has the meaning given in Condition 12.7;
"Subconsultant"	means any subconsultant of or supplier to the Consultant of any tier;
"Term"	means the period between the Commencement Date and the Termination Date;
"Termination Date"	means (as applicable) the date on which all of the Services to be provided under the Contract are completed, the Expiry Date or the date on which this Contract is terminated under Condition 18 [Termination and Suspension];

"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006;
"VAT"	means Value Added Tax payable under the Value Added Tax Act 1994 or any tax which is substituted for it;
"Working Day"	means any day other than a Saturday, Sunday or a bank or local government or public holiday in England.

1.2. In this Contract:

- 1.2.1. references to Conditions are (unless stated otherwise) to the Conditions set out in this Schedule 3 to this Contract.
- 1.2.2. references to Schedules are (unless stated otherwise) references to Schedules of this Contract;
- 1.2.3. the contents section, headings and references to them are not to affect its interpretation;
- 1.2.4. references to the masculine include the feminine and neuter and to the singular include the plural and vice versa;
- 1.2.5. any references to Law, shall be construed as references to that Law as amended, replaced, consolidated or re-enacted and in relation to Acts of Parliament shall include all regulations, determinations, directions and statutory guidance having the force of Law made or given under it;
- 1.2.6. references to "consent" or "approval" are to the prior written consent of the consenting or approving Party and any breach of the terms of any consent given is to be a breach of this Contract;
- 1.2.7. the terms "including" and "in particular" are illustrative only and are not intended to limit the meaning of the words which precede them and neither the ejusdem generis rule of construction nor any similar rule or approach shall apply to the construction of this Contract;
- 1.2.8. references to "persons" include individuals, firms, partnerships, companies, industrial and provident societies, corporations, associations, organisations, governments, states, agencies, foundations, trusts, unincorporated bodies of persons and any organisations having legal capacity (in each case whether or not having separate legal personality) and their successors, permitted assignees and transferees;

- 1.2.9. references to any document are (unless specified) references to such document as amended or supplemented from time to time; and
 - 1.2.10. where a Party consists of more than one person the obligations of each of them are joint and several. The other Party may release or compromise the liability of any of them without affecting that of the others.
- 1.3. The Schedules to this Contract are an integral part of this Contract and are to have effect as if set out in full in the body of this Contract. References to this Contract include the Schedules.
- 1.4. To the extent there is any conflict between the provisions of this Contract then:
- 1.4.1. the terms of this Schedule and Schedule 5 [KPI Schedule] shall have priority over any conflicting parts of any other part of this Contract;
 - 1.4.2. the terms of Part 1 of Schedule 1 [Services and Payment] shall have priority over any conflicting part of Part 2 of Schedule 1 [Services and Payment].
- 1.5. Where this Contract requires something to be done:
- 1.5.1. it must be done in accordance with this Contract;
 - 1.5.2. if it is to be done within a period after an action is taken, the day on which that action is taken does not count in the calculation of that period; and
 - 1.5.3. if the last day of the period within which it must be done is not a Working Day, the period shall be extended to include the following Working Day.
- 1.6. All obligations, duties and responsibilities of the Consultant under this Contract are separate obligations, duties and responsibilities owed to the Client.
- 1.7. This Contract will commence on the Commencement Date (or will be deemed to have done so). Where there is an Expiry Date this Contract will continue until midnight on the Expiry Date unless terminated earlier under Condition 18 [Termination and Suspension].

2 CONSULTANT'S OBLIGATIONS

- 2.1 In consideration of the Fee the Consultant agrees to provide the Services from the Commencement Date in accordance with the Specification.
- 2.2 The Consultant shall undertake the Services:
- 2.2.1 using reasonable skill, care and diligence;
 - 2.2.2 in accordance with all applicable Law and Regulatory Requirements;
 - 2.2.3 in accordance with this Contract;

- 2.2.4 in accordance with Good Industry Practice;
 - 2.2.5 in accordance with any of the Client's policies which the Client has brought to the attention of the Client from time to time;
 - 2.2.6 by any specific deadline agreed with the Client;
 - 2.2.7 in a manner that causes the minimum inconvenience and nuisance;
 - 2.2.8 within a culture and working environment in which health and safety is paramount to everybody involved with the Services;
 - 2.2.9 where stated in the Contract Particulars, using technology that is compatible with and interfaces with the Client's IT System; and
 - 2.2.10 in accordance with the Client's Requirements.
- 2.3 The Consultant shall provide such Additional Services as may be reasonably required by the Client from time to time. Any such Additional Services shall be performed to the same standards and in accordance with this Contract as if such Additional Services were part of the Services. The Consultant shall not begin to provide the Additional Services until the Client and Consultant have agreed an additional Fee (the basis for which shall be calculated in accordance with Schedule 1 [Services and Payment]) in respect of the Additional Services.
- 2.4 The Consultant shall provide such information, co-operation and assistance as the Client reasonably requests to comply with the Law, its obligations to consult tenant associations, and Customers (including leaseholders) who pay variable service charges in relation to the Services. This assistance must be provided in sufficient time to enable the Client to comply with those obligations.
- 2.5 The Consultant shall promptly co-operate and provide all information within timescales set by the Client to assist with any procurement investigation as to the Client's compliance with the requirements of the Procurement Act 2023.
- 2.6 The Client gives no representations or warranties to the Consultant about the amount or value of Services the Client may require the Consultant to deliver under this Contract. The Client may give instructions reducing the scope of the Services or omitting any of the Services for any reason. The Client may order services similar to the Services from other consultants. The Consultant is not entitled to claim for any loss of profit, loss of business or otherwise if the volume or timing of Services under this Contract is different in amount, value or scope than anticipated.
- 3 REGULATORY REQUIREMENTS**
- 3.1 The Consultant shall comply with any direction that the Client gives in relation to the Services in order:
- 3.1.1 to enable the Client to comply with the Human Rights Act 1998;

- 3.1.2 to prevent a breach of Health and Safety Law; or
- 3.1.3 to secure that the Services are provided in accordance with the Contract.

4 STAFF

4.1 The Consultant shall ensure its Staff providing the Services:

- 4.1.1 act in the best interests of the Client;
- 4.1.2 are appropriately qualified and experienced;
- 4.1.3 are properly trained and supervised;
- 4.1.4 comply with all applicable Health and Safety Law;
- 4.1.5 comply with Equality and Diversity Law;
- 4.1.6 are paid in accordance with the Law;
- 4.1.7 comply with any policies of the Client that are applicable to the Services provided copies of those policies have been made available to the Consultant;
- 4.1.8 have, to the extent that the Consultant is lawfully able to obtain one, been the subject of a DBS Check of the most extensive kind available for that member of Staff in light of the Services they will undertake under this Contract which discloses that there are no concerns in relation to their working alongside children or vulnerable adults;
- 4.1.9 are given suitable induction training including information on the procedures to be followed in the event of a serious and imminent danger to health and safety, information on health and safety risks that have been identified in relation to the Services and information necessary for them to be able to comply with Health and Safety Law;
- 4.1.10 comply with all applicable Health and Safety Law;
- 4.1.11 comply with the Client's applicable policies (including any Code of Conduct for Contractors maintained by the Client from time to time, provided a copy of this has been made available to the Consultant);
- 4.1.12 comply with any direction given by the Client in accordance with this Contract; and
- 4.1.13 are properly and presentably dressed in appropriate uniforms or workwear;
- 4.1.14 use appropriate personal protective equipment; and
- 4.1.15 maintain the highest standards of hygiene and courtesy.

- 4.2 The Client may require the Consultant to remove any member of Staff from providing the Services if the Client is not satisfied in any way with that staff member's conduct, manner, professionalism or ability, safety procedures and observance or DBS Check (when available).
- 4.3 The Consultant must appoint a senior employee who is empowered to act on behalf of the Consultant and act as the Client's primary point of contact in relation to the Contract.
- 4.4 The Consultant must ensure that the person appointed under Condition 4.3 or a nominated deputy whose name and contact details have been notified to the Client in writing, is contactable by the Client at all times during Normal Working Hours throughout the duration of this Contract.
- 4.5 The Consultant must not employ any person who is a board member or employee of the Client or a close relative of any such person without the written consent of the Client.
- 4.6 The Consultant warrants that neither the Consultant nor any of its officers or employees:
 - 4.6.1 have been convicted of any offence involving slavery or human trafficking; and
 - 4.6.2 have, to the best of the Consultant's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of, or in connection with, slavery or human trafficking.
- 4.7 Where the Contract Particulars specify, the Consultant warrants that there will be no Staff who transfer to the Client or any successor contractor under TUPE from the Consultant or any Subconsultant on or around the Termination Date.
- 4.8 Where the Contract Particulars specify that the warranty at Condition 4.7 does not apply, then Conditions 4.9 to 4.10 relating to TUPE apply.
- 4.9 At any time during the Term within three weeks of a request of the Client, the Consultant shall provide full and accurate Employee Liability Information about all personnel the Consultant and its Subconsultants employ in carrying out aspects of the Services including all Returning Employees and any personnel that have been dismissed for a reason connected with a Relevant Transfer.
- 4.10 The Consultant authorises the Client to use any of the Employee Liability Information as the Client considers necessary for the purposes of its business or for informing any Incoming Consultant or tenderer for any services which are similar to those which may form part of the Services under this Contract.
- 4.11 The Consultant shall indemnify and shall keep indemnified in full the Client and at the Client's request any Incoming Consultants against all Liabilities arising from any claim by any party as a result of the Consultant or Subconsultant

failing to provide or promptly to provide the Client and/or any Subconsultant where requested by the Client with any Employee Liability Information or as a result of any material inaccuracy in or omission from the Employee Liability Information provided that this indemnity should not apply in respect of the Employee Liability Information to the extent that such information was originally provided to the Consultant by the Client and was materially inaccurate or incomplete when originally provided.

4.12 During the 52 weeks before the end of the Term or after either Party has notified the other that it is terminating this Contract:

4.12.1 the Consultant shall allow the Client to communicate with and meet the Relevant Employees and their trade union or employee representatives as the Client requests;

4.12.2 the Consultant shall not and shall procure that Subconsultants shall not (in each case) without the prior consent of the Client:

- (a) vary or purport to promise to vary the terms and conditions of employment of any employee employed in carrying out any aspect of the Services under the Contract;
- (b) increase or decrease the number of employees employed in carrying out any aspect of the Services under the Contract;
- (c) assign, replace or redeploy any employee used in carrying out any aspect of the Services under the Contract to other duties unconnected with the Contract; or
- (d) terminate or give notice to terminate the employment of any employee employed in carrying out any aspect of the Services under the Contract other than for gross misconduct or retirement; and

4.12.3 the Consultant shall notify the Client immediately if any employee employed in carrying out any aspect of the Services under the Contract:

- (a) is dismissed for gross misconduct;
- (b) gives notice to terminate their employment;
- (c) has their employment terminated for any reason; or
- (d) has a material change to their terms and conditions of employment.

4.13 The Consultant shall pay all remuneration, benefits, entitlements and outgoings for the Relevant Employees who are the subject of a Relevant Transfer on the Termination Date up to the Termination Date. This includes all wages, holiday pay, bonuses, commission, PAYE payments, national insurance contributions, pension contributions and any claims made by those Relevant Employees.

- 4.14 The Consultant shall be liable for, and shall indemnify the Employer against, any expense, liability, loss, claims, or proceedings awarded against or incurred or paid by the Client or any Incoming Consultant due to the employment or termination of employment of any employee of the Consultant or a Subconsultant (including any Relevant Employee) incurred during or relating to any period before the Termination Date.
- 4.15 The Consultant shall impose in each contract with all Subconsultants the same terms (or terms materially to the same effect) in relation to Relevant Employees as those imposed on it under this Contract and shall use all reasonable endeavours to procure that the Subconsultant complies with those terms. The Consultant shall be liable for, and shall indemnify the Client against, any expense, liability, loss, claim or proceedings in respect of or damage arising out of or in the course of or by reason of any failure by the Subconsultant to comply with those terms.

5 MONITORING AND COMPLAINTS

- 5.1 The Client may monitor the performance of the Services as the Client considers appropriate and as is required by the Procurement Act 2023.
- 5.2 The Consultant shall:
- 5.2.1 deal with any complaints received in connection with the Services in a prompt, courteous and efficient manner;
 - 5.2.2 keep written records of all complaints received and of the action taken in relation to each of them;
 - 5.2.3 keep those records available for inspection by the Client at any reasonable time;
 - 5.2.4 promptly provide all information the Client requires in order to deal with any complaints the Client receives in connection with the Services or the Consultant; and
 - 5.2.5 co-operate with the Client in responding to ombudsman enquiries in relation to the Services and reimburse the Client any compensation recommended to be paid as a result of the Consultant's default.
- 5.3 Where the Contract Particulars specify, the Consultant's delivery of the Services under this Contract will also be monitored through the KPIs, and the Consultant shall provide the KPI data to enable the client to monitor the performance of the Services in the format and within the timescales specified by the Client.
- 5.4 The Client may at any time monitor or direct the Consultant to monitor the Consultant's performance in relation to any KPI over such period of no less than 1 (one) Month as the Client determines.

- 5.5 The Client shall, after liaising with the Consultant and considering any observations the Consultant may make, publish its assessment of KPI data, by reference to ratings, when it is required to do so under the Procurement Act 2023.
- 5.6 If there is any dispute over the data collected to monitor the Consultant's KPI performance or any discrepancy between the KPI data collected by the Client and that collected by the Consultant, the decision of the Client over which data is valid shall be final and binding.
- 5.7 Where the Consultant's performance of the Services is worse than the KPI MAP Level for any one or more KPIs the Client may serve a written notice on the Consultant to that effect. The notice shall:
- 5.7.1 give details of each KPI where performance is worse than the KPI MAP Level, stating:
 - 5.7.2 the performance level achieved;
 - 5.7.3 the period over which that KPI performance was measured; and
 - 5.7.4 that performance in relation to that KPI is worse than the KPI MAP Level;
 - 5.7.5 tell the Consultant by what date (no less than 1 (one) Month from the date of the notice), performance in relation to each of those KPIs must be improved so that it is the same as or better than the KPI MAP Level for the Measurement Period next ending after that date and the next 2 (two) Measurement Periods after that; and
 - 5.7.6 warn the Consultant that if performance is not improved so that it is better than same as or better than the KPI MAP Levels for all of those KPIs for all of those Measurement Periods, this Contract may be terminated under Condition 18.1.5 [Termination and Suspension] and that, on termination, the Client is under an obligation to publish such information in relation to poor performance in a contract termination notice under the Procurement Act 2023.

6 PAYMENT

- 6.1 The Fee payable for the Services and Additional Services is to be calculated in accordance with Schedule 1 [Services and Payment].
- 6.2 The Fee is to be payable on a monthly basis. The Consultant shall submit an invoice to the Client within 5 (five) Working Days of the end of each Month in relation to all Services and Additional Services provided in that Month. The invoice shall be accompanied by such information as the Client reasonably requires from time to time to verify the amount due in relation to that Month.
- 6.3 The Client shall consider and verify any invoices submitted without undue delay and in any event within 7 (seven) calendar days and notify the Consultant if it considers the invoice to be invalid and disputed. The Client shall pay

undisputed invoices within 30 (thirty) calendar days of the date on which the valid invoice is received by the Client.

Commented [AC2]: As required under section 68 of the Procurement Act 2023.

- 6.4 The Client may set off any money the Client is owed by the Consultant against any amounts due to the Consultant under this Contract.
- 6.5 Interest is payable at the Interest Rate on any amounts which are not paid on time.
- 6.6 The Fee is paid for the performance of all the Consultant's obligations under this Contract and no payment or reimbursement of expenses is to be made by the Client other than as set out in Schedule 1 [Services and Payment].
- 6.7 Where the Contract Particulars so state the Fees and monetary amounts set out in Schedule 1 [Services and Payment] will be adjusted by Inflation on 1 April at the start of each Financial Year.
- 6.8 If the basis of computing the Consumer Prices Index to be used for calculating inflation changes whilst this Contract is in force, any official reconciliation between the two bases of calculation is to be used in calculating Inflation. If there is no reconciliation or no replacement index, Inflation is to be calculated by reference to such other index as the Parties (acting reasonably) agree most closely replaces the Consumer Prices Index, with such adjustments as are appropriate to reflect the differences between that index and the Consumer Prices Index.
- 6.9 Nothing in this Contract shall make the Consultant an employee of the Client and the Consultant shall not hold itself out as such.
- 6.10 This Contract is a contract for services and not a contract of employment. Accordingly the Consultant shall be fully responsible for and shall indemnify the Client for and in respect of:
 - 6.10.1 any income tax, National Insurance and social security contributions and any other Liabilities arising from or made in connection with the performance of the Services (to the extent that such recovery is not prohibited by Law);
 - 6.10.2 all reasonable costs, expenses and any penalty, or interest incurred or payable by the Client in connection with or in consequence of any such Liabilities as referred to in Condition 6.10.1;
 - 6.10.3 any Liabilities arising from any employment-related claim or any claim based on worker status (including costs and expenses) brought by any person (including the Consultant) against the Client arising out of or in connection with the Services.

7 INTELLECTUAL PROPERTY

- 7.1 Each Party grants the other Party an irrevocable, non-exclusive, royalty free licence to copy and use in connection with the Services all Documents and

Data in which it has Intellectual Property Rights (including any Documents and Data in relation to which Intellectual Property Rights are assigned to the Client under Condition 7.2) but this licence is not to extend to:

- 7.1.1 copying or using those Documents and Data other than in connection with the Services;
- 7.1.2 granting any other person the right to copy or to use those Documents and Data; or
- 7.1.3 selling, transferring or otherwise disposing of or granting rights in those Documents and Data.

7.2 Where the Contract Particulars so state the Consultant:

- 7.2.1 assigns to the Client all Intellectual Property Rights in any Documents and Data which are produced or developed by the Consultant specifically and exclusively for the provision of the Services; and
- 7.2.2 waives all moral rights in relation to such Documents and Data.

7.3 Each Party agrees promptly to notify the other Party in writing of any infringement or potential infringement of that Party's Intellectual Property Rights in connection with the Services of which it becomes aware.

7.4 The Consultant warrants to the Client that the normal operation, possession or use of the Documents and Data made available to the Client shall not infringe the Intellectual Property Rights of any third party.

7.5 All Intellectual Property Rights in any Documents and Data or any other materials which are produced or developed for or in connection with the Services by the Client are to belong to the Client.

8 PUBLICITY AND PUBLICATION

8.1 The Consultant shall not advertise, publicly announce or undertake any publicity activity that it is providing services to the Client without the prior written consent of the Client on each occasion. All press releases relating to the Contract with the Client must be approved by the Client's Communications Team and the Client given the opportunity to provide a quote in any press release.

8.2 The Client is obliged under the Procurement Act 2023 to publish information in relation to this Contract. Where so required, the Client shall publish a copy of this Contract within 90 (ninety) days of the Contract being entered into and the Consultant consents to such publication.

8.3 If the Consultant considers that any information contained in this Contract is Sensitive Commercial Information and there is an overriding public interest in that information being withheld from publication, then the Consultant must notify the Client of the reasons why it considers this to be case within 30 (thirty)

days of the date of this Contract. The Client's decision as to the validity of such considerations shall be final.

9 CONFIDENTIALITY AND SECURITY OF INFORMATION

9.1 Subject to Condition 9.2 each Party shall keep confidential any Confidential Information communicated to it by the other on the basis that it is confidential.

9.2 Condition 9.1 shall not apply to:

9.2.1 any disclosure of Confidential Information that is reasonably required by either Party to perform its obligations under this Contract on a confidential basis to persons performing those obligations;

9.2.2 any Confidential Information which is in the public domain other than as a result of a breach of this Condition 9;

9.2.3 any disclosure required by any court order or legal or regulatory obligation of the Party making the disclosure or required by any government or regulatory authority (including, in relation to EIR and/or FOIA, or ATIS, a disclosure made in accordance with this Condition 9 or a procurement investigation under the Procurement Act 2023);

9.2.4 any disclosure of Confidential Information which is already lawfully in the possession of the receiving Party, before its disclosure by the disclosing Party;

9.2.5 any disclosure under the Dispute Resolution Procedure; and/or

9.2.6 any disclosure by any Party for the purpose of the examination, certification and/or audit of that Party's accounts.

9.3 Where a disclosure of Confidential Information is made under Condition 9.2 (other than under Conditions 9.2.2, 9.2.3 or 9.2.4) the Party disclosing the Confidential Information shall use reasonable endeavours to impose a similar duty of confidentiality on the recipient of the information as that contained in this Condition 9.

9.4 The Consultant shall provide such assistance as the Client reasonably requires to enable the Client to comply with EIR or (to the extent that FOIA applies in future) FOIA or ATIS.

9.5 Where the Consultant receives a Request for Information relating to information held on behalf of the Client the Consultant shall:

9.5.1 transfer the Request for Information to the Client as soon as practicable and in any event within 5 (five) Working Days of receiving the Request for Information; and

9.5.2 provide the Client with a copy of all such information in such form as may be required within 10 (ten) Working Days of the notification under Paragraph 9.5.1.

- 9.6 The Consultant acknowledges that the Client is responsible for determining in its absolute discretion (but having regard to any guidance or codes of practice issued by the Information Commissioner or the Ministry of Justice):
- 9.6.1 whether any information is exempt from disclosure under EIR and/or FOIA or ATIS;
 - 9.6.2 in the case of a qualified exemption, whether the public interest in disclosing the information is greater than the public interest in maintaining the exemption; and
 - 9.6.3 whether any information is to be disclosed in response to a Request for Information.
- 9.7 The Consultant shall not respond directly to a Request for Information unless expressly authorised to do so by the Client.
- 9.8 Where it receives a Request for Information relating to any Confidential Information, the Client shall (unless it has decided not to disclose that information either because EIR or FOIA or ATIS does not apply or because it is exempt from disclosure under EIR or FOIA or ATIS) use reasonable endeavours to:
- 9.8.1 notify the Consultant of that Request for Information in accordance with Part VII of the Code of Practice issued by the Secretary of State under Section 45 of FOIA; and/ or Access to Information Scheme under the Social Housing (Regulation Act 2023);
 - 9.8.2 consider any representations made by the Consultant before disclosing that Confidential Information under EIR or FOIA or ATIS.
- 9.9 If the Client decides to disclose any Confidential Information under EIR or, if it applies, FOIA, or ATIS the Client shall use reasonable endeavours to notify the Consultant of this decision before making the disclosure.
- 9.10 Where the Consultant holds information on behalf of the Client, it shall:
- 9.10.1 have regard to any code of practice issued under Section 46 of FOIA or equivalent provisions under EIR or ATIS;
 - 9.10.2 comply with any practice recommendation issued to it under Section 48 of FOIA or equivalent provisions under EIR or ATIS; and
 - 9.10.3 comply with any retention and destruction of information policy which the Client notifies to it.
- 9.11 For a period of 12 (twelve) years after termination of the Contract the Consultant shall maintain full records of:
- 9.11.1 this Contract;
 - 9.11.2 the Services provided under it;
 - 9.11.3 all payments made by the Client; and

9.11.4 any expenditure of the Consultant that the Client has reimbursed.

9.12 Whenever requested by the Client the Consultant shall make any records it maintains under Condition 9.10.3 available for inspection and analysis by the Client's internal or external auditors or representatives of any regulatory body to which the Client is subject.

9.13 Where the Contract Particulars so state, the Parties shall comply with the Cyber Security Requirements.

10 DATA PROTECTION AND CLIENT DATA

10.1 Each Party shall comply with Data Protection Law in connection with this Contract and shall Process Personal Data of which the other is Data Controller only in accordance with Data Protection Law and this Contract.

10.2 Depending on the factual situation, the Client and the Consultant may each act as either Data Controller or Data Processor in relation to Personal Data under this Contract. Where the consultant is a Data Processor the subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed under this Contract are set out in Schedule 4 [Data Protection].

10.3 Where either Party Processes Personal Data of which the other Party is the Data Controller the Processing Party shall:

10.3.1 do so only on written instructions from the Data Controller (the first such instructions being those set out in this Contract) as revised by the Data Controller from time to time (where applicable) in accordance with Condition 10.5;

10.3.2 notify the Data Controller immediately if it considers that any of the Data Controller's instructions infringe Data Protection Law;

10.3.3 maintain appropriate Protective Measures to protect against a Personal Data Breach;

10.3.4 ensure that all persons the Data Processor authorises to Process the Personal Data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;

10.3.5 notify the Data Controller within 2 (two) Working Days of any request from a Data Subject and provide the Data Controller with full assistance in complying with Data Protection Law and enabling Data Subjects to exercise their rights under Data Protection Law including maintaining appropriate organisational and technical measures to facilitate this;

10.3.6 notify the Data Controller promptly following any Personal Data Breach and provide the Data Controller with such assistance as the Data Controller requests including with any notifications to the Information Commissioner's Office and affected Data Subjects;

- 10.3.7 not transfer Personal Data outside of the EU without the prior written consent of the Data Controller;
- 10.3.8 on request, provide the Data Controller promptly with all information that the Data Controller needs to show that both the Data Controller and Data Processor have complied with Data Protection Law in relation to this Contract;
- 10.3.9 at the written direction of the Data Controller, delete or return all Personal Data (and copies) to the Data Controller on following termination of this Contract unless the Data Processor is required by Law to retain it.
- 10.4 A Party that is a Data Controller may inspect and audit the other Party's facilities for Processing the Personal Data of which it is Data Controller to ensure they comply with this Contract and Data Protection Law.
- 10.5 A Party that is a Data Controller may revise their instructions to the Data Processor on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision shall not entitle either Party to any additional payment, lead to any paid or unpaid extension of time or be treated as a variation to this Contract. The Data Controller shall use reasonable endeavours to give the Data Processor as much notice of the revision as possible, consistent with their obligation to comply with Data Protection Law and protect against any Personal Data Breach.
- 10.6 The Consultant shall not allow a Subcontractor to Process any Personal Data of which the Client is Data Controller without the prior written consent of the Client. Where the Consultant wishes a Subcontractor to be able to do so, the Consultant shall provide the Client with such evidence as the Client requires in order to be satisfied that the proposed Subcontractor is capable of complying with the Consultant's obligations under this Contract and under Data Protection Law in relation to that Personal Data. The appointment of a Subcontractor shall not relieve the Consultant from any of its obligations under this Contract and the Consultant shall be liable to the Client for the performance of the Subcontractor's obligations in relation to Personal Data under this Contract.
- 10.7 Where the Client allows a Subcontractor to Process Personal Data in accordance with Condition 10.6, the Consultant shall:
 - 10.7.1 include provisions substantially the same as those in this Condition 10 in the subcontract with that Subcontractor; and
 - 10.7.2 provide in the subcontract that the Client may enforce such obligations directly against the Subcontractor under the Contracts (Rights of Third Parties) Act 1999.
- 10.8 Where the Contract Particulars state that the Consultant is to store Client Data on the Consultant's IT System the Consultant shall:

- 10.8.1 store that Client Data safely and separately from any data not relating to the Client or the Services;
 - 10.8.2 not modify, alter, delete or overwrite any Client Data otherwise than in accordance with this Contract without the prior written consent of the Client; and
 - 10.8.3 if any Client Data is lost or corrupted as a result of the Consultant's acts or omissions, restore or procure the restoration of the Client Data to its state immediately before the corruption or loss.
- 10.9 Where the Contract Particulars state that the Consultant is to use, create and/or modify any Client Data, the Consultant:
- 10.9.1 acknowledges that the Client Data belongs solely to the Client;
 - 10.9.2 shall not remove any copyright notices contained in or relating to the Client Data;
 - 10.9.3 where the Contract Particulars require, shall provide, maintain and update the Client's IT System so that, at all times during the term, it is suitable for managing and monitoring the delivery of the Services and, where applicable, for keeping Client Data up to date in connection with this;
 - 10.9.4 shall ensure any Client Data maintained on the Consultant's IT System is kept readily available to the Client at all times;
 - 10.9.5 shall not modify, delete or add to any Client Data other than with the written consent of the Client;
 - 10.9.6 shall maintain a back-up and records of any Client Data it has so modified, deleted or added to for a minimum of 3 (three) months after the modification or deletion;
 - 10.9.7 shall regularly check any software and transfer media used in connection with this Contract (including any software and transfer media used on or connected to the Client's IT System) with an up-to-date virus checker.
 - 10.9.8 The Consultant must notify the Client promptly and, in any event, within 2 (two) Working Days if it becomes aware of any actual, potential or threatened breach of Condition 10.

11 EQUALITY AND DIVERSITY

- 11.1 The Consultant shall comply with all of its obligations under Equality and Diversity Law.
- 11.2 The Consultant must, as far as possible comply with all applicable guidance issued by the Equalities and Human Rights Commission and its predecessors.

- 11.3 If a finding of unlawful discrimination is made against the Consultant by any court or employment tribunal, or an adverse finding is made in any formal investigation under any body responsible for enforcing Equality and Diversity Law the Consultant must take appropriate steps to prevent repetition of the unlawful discrimination.
- 11.4 The Consultant shall, on request, provide the Client with details of any steps taken under Condition 11.3.

12 SUBCONTRACTING & ASSIGNMENT

- 12.1 The Consultant must enter into a legally binding Subcontract with a Subconsultant for the performance of all or part of the Contract (as required or indicated) where:
- 12.1.1 the Client as a condition of awarding the Contract to the Consultant required the Consultant to Subcontract to another supplier;
 - 12.1.2 the Consultant indicated to the Client that it intends to Subcontract all or part of the Contract to another supplier and relied on that other supplier to satisfy the Conditions of Participation; or
 - 12.1.3 the Consultant indicated to the Client that it will Subcontract all or part of the Contract to a particular Subconsultant within its tender for this Contract.
- 12.2 Where the Consultant does not comply with its obligations in Condition 12.1, the Client may direct the Consultant to enter into a Subcontract with another Appropriate Supplier or if a Subcontract has already been entered into in breach of Condition 12.1, terminate the Contract in accordance with Condition 18.1.17.
- 12.3 The Consultant may not assign, transfer, subcontract or deal in any other manner with its rights and obligations under this Contract or any part, share or interest in this Contract without the prior written consent of the Client (not to be unreasonably withheld or delayed).
- 12.4 The Client may assign or transfer the benefit of any of its rights under this Contract. An assignment by the Client (or by the Consultant following the Client's prior written consent) will be effective when written notice of it is served on the Consultant.
- 12.5 The Client may require the Consultant to enter into a deed of novation to transfer or extend both the Client's rights and obligations under this Contract to any registered provider of social housing or member of the Guinness Group. The deed of novation must be in such form as the Client reasonably requires.
- 12.6 Where the Consultant enters into a Subcontract, the Consultant shall include in that Subcontract provisions:
- 12.6.1 requiring invoices to be considered and verified without undue delay;

- 12.6.2 requiring the payment of valid and undisputed invoices within 30 (thirty) calendar days of the invoice being received by the Consultant;
- 12.6.3 providing that where there is an undue delay in considering and verifying an invoice, that invoice is to be regarded as valid and undisputed after a reasonable time has passed; and
- 12.6.4 requiring the Subconsultant to include provisions having the same effect as this Condition 12.6 in any subcontract relating to the Services.
- 12.7 In Condition 12.6 a reference to "a Subcontract" is to a contract between two or more Subconsultants, at any stage of remoteness from the Client in the supply chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) all or any part of the Services.
- 12.8 Within 5 (five) Working Days of the Commencement Date and the Consultant will notify to the Client in writing the names, contact details and (if known) details of legal representatives of each of its proposed Subconsultants. The Consultant shall notify the Client within 45 (five) Working Days of:
 - 12.8.1 any change to that information; and
 - 12.8.2 the name, contact details and (if known) details of legal representatives of any new Subconsultants.
- 12.9 The Consultant shall take appropriate steps to ensure that there is no slavery or human trafficking in its supply chains and in connection with this the Consultant shall:
 - 12.9.1 implement due diligence procedures for its Subconsultants;
 - 12.9.2 require all Subconsultants to warrant that, neither the Subconsultant nor any of the Subconsultant's officers or employees:
 - 12.9.3 have been convicted of any offence involving slavery or human trafficking; or
 - 12.9.4 have, to the best of the Subconsultant's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and
 - 12.9.5 require all Subconsultants to include provisions having the same effect as in this Condition 12.9 in all Subcontracts (at any stage of remoteness from the Client in the supply chain) relating to the Services.
- 13 EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE**
- 13.1 Each Party undertakes to do all things and execute all further documents that the other may reasonably require to give effect to this Contract.

14 INDEMNITY AND CAPS ON LIABILITY

- 14.1 The Consultant shall indemnify the Client against Liability for the death of or personal injury to any person arising out of or in the provision of the Services unless it was due to the negligence or default of the Client.
- 14.2 Nothing in this Contract shall limit or exclude either party's liability for death and/or personal injury caused by its negligence:
 - 14.2.1 fraud or fraudulent misrepresentation; or
 - 14.2.2 any other liability which cannot be excluded by Law.
- 14.3 Each Party's liability whether in contract, tort, or for breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to the amount stated in the Contract Particulars in respect of each and every claim.
- 14.4 Neither Party shall be liable to the other for indirect or consequential losses including but not limited to:
 - 14.4.1 loss of profits;
 - 14.4.2 loss of sales; or
 - 14.4.3 loss of agreements or contracts.

15 INSURANCE

- 15.1 Subject to such insurance being available in the market place at commercially reasonable rates and on commercially reasonable terms the Consultant will maintain the Minimum Insurance Levels. Such insurance shall be maintained with a substantial and reputable insurance company.
- 15.2 Whenever required to do so by the Client, the Consultant will provide the Client with documentary evidence that the insurances referred to in Condition 15.1 are being properly maintained and that premium payments are up to date.
- 15.3 If any of the insurances required by this Contract cease to be available at commercially reasonable rates and on commercially reasonable terms, the Consultant shall notify the Client immediately and the Parties shall discuss the best way to protect their respective positions. In these circumstances the Client may terminate this Contract under Condition 18.1.6.
- 15.4 If the Consultant fails to maintain any of the insurances (except following a notification under Condition 15.3) the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Consultant.
- 15.5 Each Party agrees not to do anything or omit to do anything, which could make the insurance policies referred to in Condition 15.1 void or voidable.

16 FORCE MAJEURE

- 16.1 No Party is to be liable to the other for any failure or delay in performing its obligations under this Contract due to any cause beyond its reasonable control ("Force Majeure") including governmental actions, war, riots, civil commotion, fire, flood, epidemic, labour disputes (other than labour disputes involving employees of that Party or its Subconsultant's employees), currency restrictions and Act of God.
- 16.2 The date for performance of an obligation which has been delayed by Force Majeure is to be suspended only for the period of delay caused by Force Majeure.
- 16.3 The Party seeking to exempt itself from Liability because of this Condition 16 must give written notice to the other Party within 5 (five) Working Days of becoming aware of Force Majeure and must use all reasonable endeavours to mitigate its severity.
- 16.4 The Party seeking to exempt itself from Liability because of this Condition 16 is not entitled to payment from the other Party for extra costs and expenses incurred because of Force Majeure.
- 16.5 Either Party may terminate this Contract by giving immediate notice to the other Party if Force Majeure continues for a period of 2 (two) months or more.

17 CORRUPTION, BRIBERY AND CONFLICTS

- 17.1 The Client may terminate this Contract for default by the Consultant immediately by written notice and recover from the Consultant the amount of any loss resulting from such termination if:
- 17.1.1 the Consultant has engaged in any fraud or fraudulent activity; or
 - 17.1.2 the Consultant has offered or given or agreed to give the Client, or any person connected with any gift or consideration of any kind as an inducement or reward for:
 - 17.1.3 doing or not doing or having done or not having done any action in relation to the obtaining or execution of this Contract or any other Contract with the Client; or
 - 17.1.4 showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Client;
 - 17.1.5 the acts referred to in Condition 17.1.1 have been done by any person employed by the Consultant or acting on the Consultant's behalf (whether without or with the Consultant's knowledge).
- 17.2 The Consultant shall not do anything which would place the Client in breach of the prohibition in Section 122 of the Housing and Regeneration Act 2008 or the Client's Probity Policies, copies of which shall be supplied to the Consultant on request from the Consultant.

- 17.3 The Consultant shall take appropriate steps to ensure that they are not placed in a position where (in the reasonable opinion of the Client) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the obligations owed to the Consultant under this Contract and shall cooperate with any direction of the Client to assist with identifying and mitigating the same.
- 17.4 The Consultant shall promptly notify and provide full particulars to the Client if any conflict referred to in Condition 17.3 above arises or is reasonably foreseeable to arise and shall cooperate with any required conflicts assessment carried out in the event of a modification to this Contract.

18 TERMINATION AND SUSPENSION

- 18.1 The Client may terminate this Contract either with immediate effect or with effect from a future date specified by the Client by giving the Consultant written notice if:
- 18.1.1 the Consultant commits a material breach of this Contract which is not remedied to the satisfaction of the Client within 10 (ten) Working Days of written notice from the Client notifying the Consultant of the breach and stating that if it is not remedied this Contract will be terminated for material breach;
 - 18.1.2 the Consultant or anyone for whom the Consultant is responsible has acted fraudulently or made a fraudulent misrepresentation in connection with the Services;
 - 18.1.3 the Consultant or anyone for whom the Consultant is responsible has offered or agreed to give any person working for or engaged by the Client any gift or consideration in relation to this Contract or any other Contract between the Consultant and the Client as set out in Condition 17.1 [Corruption Bribery and Conflict];
 - 18.1.4 the Consultant is in breach of Health and Safety Law or is considered by the Client to be working or to have worked in a way that does not fully comply with Health and Safety Law or any guidance or best practice approved in relation to Health and Safety Law or has increased any risk to a Customer's health and safety in a way that is not an unavoidable consequence of the provision of the Services;
 - 18.1.5 the Consultant fails to improve performance of the Services following the service of a notice under Condition 5.7 [Monitoring, Opening Up and Complaints] so that performance as measured by the KPI(s) in respect of which the notice was served is maintained at or above KPI MAP Level for each of those KPIs for each of the Measurement Periods referred to in the notice;

- 18.1.6 the Consultant has been the subject of any insolvency related procedure including having:
- 18.1.7 been declared bankrupt;
- 18.1.8 been a person in respect of whom a debt relief order has been made;
- 18.1.9 had a receiving order or administration order or bankruptcy restrictions order or a debt relief restrictions order made in respect of them;
- 18.1.10 made any composition or arrangement for the benefit of his/her creditors;
- 18.1.11 had an administrator, receiver, receiver and manager or administrative receiver appointed, or having notified or been notified of an intention, or taken any steps to appoint, any of them;
- 18.1.12 suspended the payment of debts or commenced negotiations with its creditors to reschedule its debts;
- 18.1.13 had a winding up petition presented against it; or
- 18.1.14 suffered any equivalent insolvency related procedure;
- 18.1.15 any of the insurances the Consultant is required to maintain under the Minimum Insurance Levels cease to be available at commercially reasonable rates;
- 18.1.16 a court orders that this Contract is set aside in its entirety;
- 18.1.17 the Consultant is in breach of any obligation under Condition 12; or
- 18.1.18 the Consultant is found to have committed any offence involving slavery or human trafficking.
- 18.2 The Client may terminate this Contract where any of the circumstances in section 78 of the Procurement Act 2023 apply, namely:
 - 18.2.1 the Client considers that the Contract was awarded or modified in material breach of the Procurement Act 2023 or the regulations made under it;
 - 18.2.2 the Consultant has, since the award of the Contract, become an excluded or excludable supplier (including by reference to an associated person); or
 - 18.2.3 subject to conditions, a subcontractor (other than an associated person) to which the Consultant is subcontracting the performance of all or part of the Services under this Contract is an excluded or excludable supplier.
- 18.3 The Client must prior to terminating this Contract under Condition 18.2:
 - 18.3.1 notify the Consultant of its intention to terminate;

- 18.3.2 specify which termination grounds applies and why the Client has decided to terminate the Contract;
 - 18.3.3 give the Consultant reasonable opportunity to make representations about whether the termination ground applies and the Client's authority to decision to terminate; and
 - 18.3.4 specifically where the termination ground relied on in Condition 18.2.3, give the Consultant reasonable opportunity to cease subcontracting to the excluded or excludable supplier and if necessary, find an alternative supplier to which to subcontract.
- 18.4 The Client may terminate this Contract on a no fault basis by giving the Consultant not less than the period of written notice stated in the Contract Particulars to do so. Or if no period is specified, not less than 6 months' written notice.
- 18.5 The Consultant may terminate this Contract either with immediate effect or with effect from a future date specified by the Consultant by giving the Client not less than 1 (one) Months' notice written notice if:
- 18.5.1 the Client fails to pay any undisputed amount due to the Consultant under the Contract within 20 (twenty) Working Days of written notice from the Consultant served on the Client notifying the Client of the non-payment and stating that if it is not remedied this Contract will be terminated; or
 - 18.5.2 the Client, without good reason, commits a material breach of this Contract which substantially prevents the Consultant from complying with the Consultant's obligations under this Contract and the Client fails to remedy that material breach within 20 (twenty) Working Days of written notice from the Consultant served on the Client stating that if it is not remedied this Contract will be terminated.
- 18.6 The Consultant may terminate this Contract on a no fault basis by giving the Client not less than the period of written notice stated in the Contract Particulars to do so.
- 18.7 Termination of this Contract is without prejudice to the rights and duties of either Party accrued due before termination or to any provisions which are intended to survive termination, including:
- 18.7.1 Condition 7 [Intellectual Property];
 - 18.7.2 Condition 8 [Publicity];
 - 18.7.3 Condition 9 [Confidentiality and Security of Information]; and
 - 18.7.4 Condition 10 [Data Protection and Client Data].
- 18.8 The Dispute Resolution Procedure shall not apply to any issues concerning termination of this Contract.

- 18.9 On termination of this Contract the Consultant must, to the extent required by the Client, co-operate fully with the Client and / or any successor service Consultant in relation to the legal and operational handover of responsibilities between the Consultant and the Client or the subsequent service Consultant.
- 18.10 Within 5 (five) Working Days of the Termination Date, the Consultant must:
- 18.10.1 return all Client Data and Documents and Data provided by the Client and ensure no electronic copies are maintained;
 - 18.10.2 provide copies of all other Client Data and Documents and Data used in connection with the Services to the Client. and delete any Client Data from the Client's IT System; and
- 18.11 Where the Contract is terminated in accordance with Conditions 18.2 or 18.5, the Client shall pay all Fees due for Services provided by the Consultant in accordance with this Contract up to the Termination Date but no other payment shall be due on termination.
- 18.12 Where the Contract is terminated in accordance with Condition 18.1 or Condition 18.2 which was caused by any act or omission by the Consultant any provisions of the Contract which require any payment to be made to the Consultant in respect of the Services will cease to apply until the Client has quantified its costs and losses resulting from termination which shall be a debt owed by the Consultant to the Client.
- 18.13 The Client may suspend the delivery of the Services by the Consultant if the Client considers the Client may have breached this Contract.

19 WAIVER

- 19.1 A failure or delay in exercising any rights, powers or privileges under this Contract will not operate as a waiver of them.
- 19.2 The single or partial exercise of any right, power or privilege does not prevent any other exercise of that right, power or privilege or the exercise of any other right, power or privilege (whether arising out of the same factual situation or otherwise).
- 19.3 Any waiver of a breach of this Contract is not to be effective unless given in writing signed by the Party waiving its entitlement.
- 19.4 No waiver is to be deemed a waiver of any subsequent breach or default nor is it to affect the other terms of this Contract.
- 19.5 The payment of money does not operate as a waiver of the paying Party's right later to assert that the Services have been provided otherwise than in accordance with this Contract.
- 19.6 The receipt of money does not prevent the Party receiving it questioning the correctness of the amount or any other statement in respect of money.

20 SEVERABILITY

- 20.1 If any term of this Contract is illegal, void or unenforceable the remainder of this Contract will continue in force as though that term had not been included in it.

21 VARIATIONS

- 21.1 The Parties may vary the terms of this Contract, however no variation of this Contract shall be valid or effective unless agreed by the Client, and the variation is in writing, refers to this agreement and is duly signed or executed (as the case may be) by, or on behalf of each Party.
- 21.2 No consents to any variation to this Contract are required from any person who is not a Party to it.

Commented [SW3]: DRAFTING NOTE- this clause should be referenced in any subsequent deeds of variation, variation letters etc.

22 ENTIRE CONTRACT

- 22.1 Subject to Condition 22.2 this Contract sets out the whole agreement between the Parties in relation to the Services. It supersedes and invalidates all other commitments, representations and warranties relating to its subject matter which any Party has made orally or in writing.
- 22.2 Each Party warrants that it has not entered into this Contract on the basis of any representation made by the other except to the extent that such representation is expressly included in it (but nothing in this Condition 22.2 excludes any liability for fraudulent misrepresentation).

23 THIRD PARTIES

- 23.1 Any organisation within the Guinness Group on whose behalf the Services are procured under this Contract may enforce this Contract against the Consultant.
- 23.2 Other than as set out in Condition 23.1, nothing in this Contract shall confer any benefit on a person who is not a Party to it or give any such third party a right to enforce any of its terms.

24 NO PARTNERSHIP OR AGENCY

- 24.1 Nothing in this Contract is to constitute or be deemed a partnership within the meaning of the Partnership Act 1890, the Limited Partnerships Act 1907, the Limited Liability Partnerships Act 2000 or any other law concerning partnerships or limited liability partnerships.
- 24.2 No Party shall hold itself out as the agent of any other or have any authority to bind the other except to the extent that this Contract expressly provides otherwise.

25 NOTICES

- 25.1 Notices under this Contract will be duly served if set out in writing and given by and sent to the Company Secretary or nominated representative of the Party

to be served in accordance with the following table with the date of service and method of proof being as set out in it:

Method of Service	Date of Service	Proof of Service
Personal delivery of a letter addressed to the Party to be served at the address for service.	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of delivery.
First class letter addressed to the Party to be served at its address for service.	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter	Proof of posting unless returned through the Post Office undelivered service within 21 days of posting.
Email addressed to the Party, and a copy to be sent by First Class Letter to be served at its address for service	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter	Proof of Delivery of email Proof of posting unless returned through the Post Office undelivered service within 21 days of posting.

- 25.2 Each Party's address for service is its registered office where it has one. Where the Consultant does not have a registered office the Consultant's address for service is the address set out at the start of this Contract or such other address as it notifies to the Client in writing.

26 INFORMAL DISPUTE RESOLUTION

- 26.1 Each Party should attempt to resolve any Disputes which it has with the other amicably but nothing in this Condition 26 is to prevent the exercise by a Party of its other rights under this Contract.
- 26.2 If a Party considers that a dispute has arisen it may write a letter to the other Party specifying:
- 26.2.1 what the Dispute is alleged to be;
 - 26.2.2 what steps should be taken to resolve the Dispute; and
 - 26.2.3 within what reasonable period such steps should be taken.
- 26.2.4 If the Dispute is not resolved within the period set out in the letter then representatives of the Parties (appointed by each Party) must meet within a further period of 10 (ten) Working Days to discuss the Dispute.

26.3 If the Dispute is still not resolved within 10 (ten) Working Days of the date of the meeting at which the Dispute is considered then the Asset Management Director of the Client will meet the Consultant within a further 10 (ten) Working Days to seek to resolve it.

27 GOVERNING LAW AND ENFORCEMENT

27.1 The formation, construction, performance, validity and all aspects of this Contract are to be governed by English law.

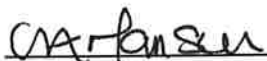
27.2 The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute under this Contract.

28 COUNTERPARTS

28.1 This Contract may be executed in two or more counterparts each of which shall be deemed to be an original but the counterparts shall together constitute one and the same contract.

Signed on behalf of The Guinness Partnership Limited by:

Signature:



Print Name:

Carol Morrison

Position in organisation:

Senior Lawyer - Contracts

Date:

23 July 2025

Signed on behalf of Thomson Associates by:

Signature:



Print Name:

Dean Thomson

Position in organisation:

Partner

Date:

18/7/25

