

Contract Reference Number:LS053

SERVICES AGREEMENT

For the provision of Crowd Safety Services at the
London Stadium at the Queen Elizabeth Olympic
Park

PROTECT - COMMERCIAL

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BETWEEN:

- (1) **London Stadium 185 Limited**, a company registered in England and Wales (Company Registration Number 09359341) whose registered office is at The Stadium At Queen Elizabeth Olympic Park, London E20 2ST (the “**Customer**”); and

- (2) **APA Events and Security Limited**, a company registered in England and Wales (Company Registration Number 08945109) whose registered office is at 206 Turners Hill, Cheshunt, EN8 9DE (the “**Supplier**”).

BACKGROUND:

- (A) The Customer wishes the Supplier to provide the Services and the Supplier wishes to provide the Services to the Customer on the terms and conditions set out in this Contract.

- (B) The Supplier acknowledges and agrees that the Customer does not offer any guarantee or minimum volume of the Services that may be delivered under this Contract and does not offer any exclusivity to the Supplier, and the Customer may, at any time, procure services in the nature of the Services from a third party or perform them itself.

THE PARTIES AGREE THAT:

1. **Definitions and Interpretation**

In this Contract (including the Recitals):

- 1.1 unless the context indicates otherwise the following expressions will have the following meanings:

“Allocation Request” means

- (a) the Customer’s requirement, in terms of numbers, skillset or otherwise, for the Supplier to provide the Supplier’s Personnel to perform their relevant duties in accordance with the Specification as communicated to the Supplier via email or the Online Booking Platform; and/or

- (b) any New Allocation Request.

as the case may be.

“Announcement” any public announcement, circular or other communication about or containing information about the terms, subject matter or existence of this Contract or any matter arising out of or ancillary to this Contract including:

- (a) the Parties’ performance of their obligations under or in connection with this Contract; and

- (b) any dispute between the Parties in respect of this Contract or any such matters arising out of or ancillary to it;

“Anti-Bribery Laws”	any and all Applicable Laws which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
“Anti-Slavery Laws”	any and all Applicable Laws anywhere in the world which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015;
“Applicable Law”	any law and any rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any industry code of conduct or guideline which, in each case, relates to this Contract and/or the Services and/or the Customer’s business and/or the business of any of the Customer’s Group Companies and which is in force from time to time;
“Appropriate Authority”	has the meaning given in section 123(1) of the Procurement Act 2023;
“Associated Person”	has the meaning given to it in section 26 of the Procurement Act 2023;
“Business Day”	any day that is not a Saturday, Sunday or public or bank holiday in England;
“Central Digital Platform”	the electronic platform maintained by the Cabinet Office for the purpose of facilitating compliance with the Procurement Legislation, including for the publication of notices;
“Cessation Plan”	a plan agreed between the Parties or determined by the Customer pursuant to Clause 35 to give effect to a Set Aside Order or a Public Procurement Termination Event;
“Charges”	the charges payable by the Customer, in consideration of the due and proper performance of the Services in accordance with this Contract, as specified in or calculated in accordance with Schedule 4 as the same may be varied from time to time in accordance with Clause 33.9 and/or Clause 38;
“Confidential Information”	<p>(a) any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with this Contract by or on behalf of a Party (the “Discloser”) to the other Party (the “Recipient”) or any of the Recipient’s Representatives whether before, on or after the date of this Contract and that relates (in whole or in part) to the Discloser or any of the Discloser’s Group Companies or its (or their) businesses;</p> <p>(b) the terms of or subject matter of this Contract or any discussions or documents in relation to it; and</p> <p>(c) any trade secret (as that term is defined in regulation 2 of the Trade Secrets (Enforcement, etc) Regulations 2018) where the Customer or any of the Customer’s Group Companies is the trade secret holder,</p>

	but excluding information that is trivial or by its nature immaterial;
“Connected Person”	has the meaning given to it in paragraph 45, Schedule 6 of the Procurement Act 2023;
“Consents”	all consents, licences, authorisations, approvals, permissions, powers, certificates and permits (whether statutory, regulatory, contractual or otherwise) and including, where its procedures so require, the consent of its Holding Company, in any relevant jurisdiction;
“Contract”	this contract, including the Schedules, Appendices and all other documents referred to in this contract;
“Contract Commencement Date”	the date for commencement of this Contract specified in Paragraph 1.1 of Schedule 1;
“Contract Information”	(a) this Contract in its entirety (including from time to time agreed changes to this Contract); and (b) data extracted from the invoices submitted pursuant to Clause 8 which will consist of the Supplier’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
“Contract Manager”	a Party’s contract manager, being the person named as such in Paragraph 5 of Schedule 1 or such other person as notified to the other Party from time to time;
"Contract Performance Notice"	the notice that the Customer is required to publish on the Central Digital Platform at least annually and at the end of the Term to assess the Supplier's performance against the KPIs;
“Control”	in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and “Controlled” will be construed accordingly;
"Core Supplier Information"	has the meaning given to it in Regulation 6(9) of the Procurement Regulations 2024;
“Customer Equipment”	the equipment (if any) provided or otherwise made available by the Customer for the Supplier’s use in the performance of the Services;
“Customer Premises”	any land or premises (including temporary buildings) owned or occupied by or on behalf of the Customer;
“Customer’s System”	the Customer’s or any of the Customer’s Group Companies’ computer system, including the hardware, firmware, operating system, database, data, files and connectivity;

“Data Protection Legislation”	any applicable law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including any and all legislation enacted in the UK in respect of the protection of Personal Data following the UK’s exit from the European Union and any statutory codes of practice issued by the Information Commissioner in relation to such legislation;
“Debarment List”	has the meaning given to it in section 57 of the Procurement Act 2023;
“Disclosure Obligation”	means: <ul style="list-style-type: none"> (a) any obligation to publish information arising under Procurement Legislation which the Customer considers applicable to the Contract, including without limitation, obligations to publish copies of the Contract and information relating to the Supplier’s performance under the Contract; and (b) any obligation to provide information to an Appropriate Authority;
“Excludable Supplier”	has the meaning given to it in section 57 of the Procurement Act 2023;
“Excluded Supplier”	has the meaning given to it in section 57 of the Procurement Act 2023;
“Force Majeure Event”	any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes (other than in respect of its own or any Relevant Subcontractor’s staff) event cancellation by a third party or any outbreak of disease or other public health event designated a serious threat to public health in the UK (including any corresponding measure imposed by a governmental, statutory or regulatory body to control such outbreak) to the extent that such event is outside of the reasonable control of the Party affected by the Force Majeure Event (“Affected Party”) but excluding (a) any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party; and/or (b) the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
“Games Body”	the British Olympic Association or the International Olympic Committee, as applicable;
“Group Companies”	in respect of a Party, any persons that Control, are Controlled by or are under common Control with that Party from time to time;

“Holding Company”	as defined in section 1159 of the Companies Act 2006;
“Initial Term”	has the meaning given in Schedule 1;
“Insolvent”	<p>a Party is Insolvent where it:</p> <ul style="list-style-type: none"> (a) gives notice under section 84 Insolvency Act 1986 of, or passes a resolution for, its winding up or in the case of a limited liability partnership determines that it will be wound up; (b) has a winding-up order or a notice of striking off made in respect of it; (c) has: <ul style="list-style-type: none"> (i) an administration order or an application for an administration order made in respect of it; or (ii) a notice of appointment of an administrator filed in respect of it at any court; (d) makes or is subject to: <ul style="list-style-type: none"> (i) a company voluntary arrangement; (ii) a composition with its creditors generally; (iii) an application to a court of competent jurisdiction for protection from its creditors generally; (iv) a scheme of arrangement under Part 26 Companies Act 2006; or (v) a scheme of arrangement under Part 26A Companies Act 2006; (e) has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income; (f) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986; (g) ceases to trade; (h) is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;
“Intellectual Property Rights”	all intellectual and industrial property rights of any kind whatsoever, including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights and any

other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;

“Liability”

liability arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, restitution or under statute, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a Party’s obligations under this Contract;

“Losses”

all losses, liabilities, all costs (on a full indemnity basis, including legal and other professional costs and costs of enforcement), injuries, damages and expenses that the indemnified person does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified person by any person and all losses, liabilities, (on a full indemnity basis, including legal and other professional costs and costs of enforcement), injuries, damages and expenses the indemnified person does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding;

“Lot”

has the meaning set out in Schedule 1;

“Material Service Level Failure”

has the meaning set out in Schedule 3;

“Modern Slavery Practice”

any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation’s Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking, or (d) the arrangement or facilitation of the travel of another person with a view to that person being exploited;

“Monthly Statement”

means the statement to be issued to the Customer by the Supplier in accordance with Schedule 1;

“New Allocation Request”

has the meaning given to it in Clause 5.2;

“Olympic Movement”

includes the British Olympic Association, the International Olympic Committee, other National Olympic Committees, the London Organising Committee of the Olympic Games and any other organising committee of Olympic Games, any Olympic team, and any other person or entity who is recognised by or required to comply with the Olympic Charter (as published by the International Olympic Committee from time to time);

“Online Booking Platform”

means the electronic venue management system in use at the Stadium, which, as at the Contract Commencement Date, is operated by Venue Aware and any other similar system which may be used by the Customer from time to time;

"Operating Licences"	means a general safety certificate issued under the Safety at Sports Grounds Act 1975, a licence to admit spectators issued under the Football Spectators Act 1989 and a premises licence issued under the Licensing Act 2003 (as such may be updated from time to time in accordance with Applicable Laws) and any other licences required to operate the Customer's Premises from time to time;
"Personal Data"	has the meaning given to it in the Data Protection Legislation;
"Processing"	has the meaning given to it in the Data Protection Legislation and "Process" , "Processes" and "Processed" will be construed accordingly;
"Procurement Legislation"	means the Procurement Act 2023, all regulations made under it and any amendment or re-enactment of any of them and any relevant guidance or recommendations issued by an Appropriate Authority (including in each case their successors or assigns);
"Public Procurement Termination Event"	means where the Customer considers that the Contract was awarded or modified in material breach of the Procurement Act 2023 for the purposes of section 78(2)(a) of the Procurement Act 2023;
"Regulatory Authorities"	all governmental, statutory or regulatory bodies and any other competent authorities or entities in any jurisdiction having responsibility for the regulation or governance of the Customer, the Customer's Group Companies, the Supplier, any of the Supplier's Relevant Sub-contractors, this Contract, the Services or the activities which are comprised in all or some of the Services or the use or application of the output from any part of the Services; and "Regulatory Authority" means any of them;
"Relevant Sub-contractor"	means a Subcontractor or sub-contractor of any tier;
"Representatives"	in respect of a Party, that Party's Group Companies and its and their officers, directors, employees, suppliers, sub-contractors, agents, consultants and professional advisers and, in the case of the Supplier, the Supplier's Personnel; and "Representative" means any of them, as applicable;
"Request for Information"	a request for information made to the Customer by a third party pursuant to the FOI Legislation;
"Service Levels"	the minimum standards of performance to which the Services are to be performed at all times, as set out in Schedule 3, as these may be varied, added to or replaced from time to time;
"Services"	(a) subject to Clause 33.9, all or any part of the services to be provided to, or activities to be undertaken and completed for, the Customer by the Supplier under this Contract as more particularly detailed in the Specification, including any variations to such

services and/or activities pursuant to Clause 38 or otherwise permitted under this Contract; and

- (b) all services, responsibilities, processes and/or functions that relate to, are incidental or ancillary to or are necessary to ensure the proper performance of those services or which may be reasonably inferred from this Contract;

“Set Aside Order”	means an order setting aside the Contract, any part of the Contract or any modification of the Contract, in each case made by a court of competent jurisdiction in accordance with section 104 of the Procurement Act 2023;
“Specification”	the specification and other requirements set out in Schedule 2;
"Stadium"	means the London Stadium at the Queen Elizabeth Olympic Park;
“Sub-contractor”	means a sub-contractor to the Supplier being the counterparty of a Sub-contract;
“Supplier Exclusion Ground”	<p>means:</p> <ul style="list-style-type: none">(a) the Supplier has, since the award of the Contract, become an Excluded Supplier or Excludable Supplier (including by reference to an Associated Person) for the purposes of section 78(2)(b) of the Procurement Act 2023); and/or <p>a Relevant Sub-contractor is, or becomes, an Excluded Supplier or Excludable Supplier for the purposes of sections 78(2)(c) and 78(3) to 78(6) of the Procurement Act 2023;</p>
“Supplier’s Personnel”	all such employees and officers of the Supplier and the employees and officers of its suppliers, Relevant Sub-contractors and agents of the Supplier as are engaged in the performance of any of the Services or the Supplier’s obligations under this Contract;
“Supplier Terms”	means the invoicing terms detailed in Schedule 4;
“Systems”	has the meaning given in Clause 4.4.10;
“Term”	the period during which this Contract continues in force as set out in Clause 3;
“Termination Date”	the date on which this Contract expires or terminates for whatever reason;
“Transparency Commitment”	the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Customer is committed to publishing its contracts, tender documents and data from invoices received;

- "Variation"** means a variation to the Services and/or Allocation Request issued in writing by the Customer in accordance with Clause 5;
- "VAT"** value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature; and
- "Year"** the period of twelve (12) months starting on the Service Commencement Date, each successive period of twelve (12) months during the Term and the period (if any) starting on the day following expiry of the last such period of twelve (12) months and ending on the Termination Date;
- 1.2 a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
- 1.3 references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
- 1.4 headings are included in this Contract for ease of reference only and do not affect the interpretation or construction of this Contract;
- 1.5 references to Clauses, Schedules and Appendices and Annexes are, unless otherwise provided, references to clauses of, and schedules and appendices to, this Contract and any reference to a paragraph in any Schedule will, in the absence of provision to the contrary, relate to the paragraph in that Schedule;
- 1.6 references to "in writing" or "written" include facsimile and e-mail but not other methods of electronic messaging;
- 1.7 in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where the conflicting part of the Schedule is explicitly expressed to take precedence. In the event, and only to the extent, of any conflict between the Schedules and their Appendices or Annexes, the Schedules will prevail;
- 1.8 the Schedules and Appendices and Annexes form part of this Contract and will have the same force and effect as if expressly set out in the body of this Contract and any reference to this Contract will include the Schedules and Appendices and Annexes;
- 1.9 the expression "person" includes any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
- 1.10 an obligation on a Party to procure or ensure the performance or standing of another person will be construed as a primary obligation of that Party;
- 1.11 any obligation on a Party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person; and
- 1.12 any words following the words "include", "includes", "including", "in particular" or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

2. **Appointment**

- 2.1 The Supplier is hereby appointed to the Lot or Lots specified in Schedule 1 subject to the terms and conditions of this Contract. The Supplier may only supply Services in relation to the Lot to which it is appointed.

3. **Commencement and Term**

- 3.1 This Contract commences on the Contract Commencement Date and continues in force for the Term unless extended in accordance with Clauses 3.2 and/or terminated earlier in accordance with Clause 33.

- 3.2 The Customer may (at its sole discretion) serve a written notice on the Supplier ("**Extension Notice**"), no later than three (3) months before the end of the Initial Term. The Extension Notice shall state:

3.2.1 that the Customer wishes to extend the Contract for a period of up to 3 years; and

3.2.2 which Lot or Lots the extension shall apply to;

and if such notice is served, the Contract shall automatically continue for the stated extension period and in relation to the stated Lot and references to the Term shall be deemed to include any such extension period and references to the Expiry Date shall be deemed to refer to the last day of the extended Term.

4. **The Services**

- 4.1 In consideration for the Charges, the Supplier will provide the Services to the Customer on and from the Service Commencement Date in accordance with the terms of this Contract.

- 4.2 Due to potential conflicts of interest and the risk to the health, safety and security of persons attending the Stadium, this Contract does not permit the Supplier to carry out, and the Supplier hereby warrants and agree not to carry out, any activities at the Premises other than those provided for by this Contract, or to have any rights of access to or use of the Customer Premises for any purpose other than that provided for by this Contract. The Supplier hereby warrants and agrees not to enter into any agreement for the provision of services which are the same as or similar to the Services for any party operating at the Customer's Premises other than the Customer without first having obtained the Customer's prior written consent which may be withdrawn at any time at the Customer's discretion.

- 4.3 The Supplier will provide the Services:

4.3.1 with the high degree of skill, care, foresight, supervision, quality control and diligence normally exercised by recognised professional firms or by highly skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources, including project management resources;

4.3.2 in conformance in all respects with the Specification and all requirements of this Contract and so that they fulfil the purpose indicated by or to be reasonably inferred from the Specification;

4.3.3 in accordance with the dates for performance set out in this Contract or, if no date for performance is specified, promptly having regard to the nature of the Service or other obligation;

- 4.3.4 in a safe manner and free from any unreasonable or avoidable risk to any person's health and well-being and in an economic and efficient manner;
 - 4.3.5 so that they are properly managed and monitored and will immediately inform the Customer if any aspect of this Contract is not being or is unable to be performed;
 - 4.3.6 in accordance with and subject to the provisions of this Contract and the Allocation Request.
- 4.4 The Supplier will:
- 4.4.1 have in place and maintain all Consents throughout the Term;
 - 4.4.2 comply, and procure that all of the Supplier's Personnel comply, with all lawful and reasonable directions of the Customer whether written or oral (including without limitation the directions of the Director of Health and Safety, site rules and guidelines, policies, briefing documents and stewarding information) relating to its performance of the Services;
 - 4.4.3 provide, and procure that all of the Supplier's Personnel provide, such information and cooperation to the Customer and the Customer's Group Companies as they may reasonably require from time to time;
 - 4.4.4 without prejudice to Clause 4.4.3, ensure that all information given to the Customer and the Customer's Group Companies is accurate and complete when given and is promptly updated upon becoming inaccurate or incomplete;
 - 4.4.5 comply with any requirement for the Supplier or its employees or contractors to, at its sole cost and expense, undergo an induction or other training, either in person or online/digitally, prior to performing any Services;
 - 4.4.6 not do or omit to do anything which will, or might reasonably be expected to, bring the Customer or any of the Customer's Group Companies into disrepute;
 - 4.4.7 not do or omit to do anything which will, or might reasonably be expected to, cause the Customer or any of the Customer's Group Companies to breach any Applicable Law or breach the terms of any of the Customer's Consents or Operating Licences;
 - 4.4.8 not do or not do or omit to do anything which will, or might reasonably be expected to, interrupt or disrupt use of the Customer Premises by the Customer and its subcontractors or customers, prohibit the efficient and effective running of the Customer Premises or cause any damage to the Customer Premises
 - 4.4.9 as soon as practicable, upon being notified or becoming aware of them, inform the Customer of:
 - 4.4.9.1 all incidents and accidents relating to the performance of this Contract which:
 - 4.4.9.1.1 are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrences Regulations 2013; and/or
 - 4.4.9.1.2 involve members of the public, employees of the Customer or any third parties or any of their respective sub-contractors or employees;

- 4.4.9.2 any claims or proceedings made or threatened by any individual in relation to the Customer's Premises or the Services; and
- 4.4.9.3 any issues relating to the access or use of the Online Booking Platform, any incorrect or incomplete information contained thereon or any other issues relating thereto.
- 4.4.10 ensure and maintain continuous access to the Online Booking Platform and any other relevant electronic systems required for delivery of the service ("**Systems**") and comply with any and all terms and conditions of use of the Online Booking Platform and the Systems as such may be amended from time to time;
- 4.4.11 only use the Online Booking Platform and the Systems in accordance with the instructions for use and for the provision of the Services in accordance with the terms of this Contract not for any other purpose; and
- 4.4.12 ensure that any data, including Personal Data, uploaded onto the Online Booking Platform or the Systems is correct, true and up to date as at the date of entry and for as long as such data, including Personal Data, remains on the Online Booking Platform and the Systems and ensure that such data, including Personal Data, is and has been obtained and Processed in accordance with Applicable Law, including, without limitation, Data Protection Laws.
- 4.5 The Supplier acknowledges that it has sufficient information about the Customer (including the Customer's System) and the Specification and that it has made all appropriate and necessary enquiries to enable it to perform the Services in accordance with the terms of this Contract. The Supplier will neither be entitled to any additional payment nor excused from any obligation or liability under this Contract due to any misinterpretation or misunderstanding by the Supplier of any fact relating to the Specification or otherwise to this Contract.
- 4.6 Notwithstanding anything to the contrary in this Contract, the Customer's discretion in carrying out its statutory duties will not be fettered or otherwise constrained or affected by any provision of this Contract.
- 4.7 Throughout the Term of this Contract the Supplier will when required give to the Customer such written or oral advice or information regarding any of the Services as the Customer may reasonably require.
- 5. **Issue of Allocation Requests / Online Booking Platform**
- 5.1 The Supplier acknowledges and agrees instructions to perform the Services shall be made by or on behalf of the Customer via the Online Booking Platform or by email. It is the Supplier's sole responsibility to monitor the Online Booking Platform and respond to Allocation Requests accordingly. The Customer accepts no responsibility for the Supplier's failure to comply with this Clause 5.1. Any systems failure of the Online Booking Platform shall not relieve the Supplier of its obligations under Clause 5.3 or otherwise under this Contract.
- 5.2 At any time during the Term the Customer may instruct the Supplier to perform Services by issuing an Allocation Request. If the Supplier is unable to comply with the requirements of the Allocation Request in whole or in part, it must notify the Customer within 24 hours of the Allocation Request having gone live or within such shorter period as reasonably requested by the Customer from time to time. In the event that the Supplier notifies the Customer in accordance with this Clause 5.2, the Customer may, at its discretion, withdraw the Allocation Request entirely and/or issue a new Allocation Request ("**New Allocation Request**"). If the Supplier is unable to comply with the requirements of the

New Allocation Request, in whole or in part, it must notify the Customer within 24 hours of the New Allocation Request having gone live or within such shorter period as reasonably requested by the Customer from time to time.

5.3 Unless the Supplier has notified the Customer in accordance with Clause 5.2, each Allocation Request shall constitute a binding obligation on the Supplier to supply the Services in accordance with the terms of the Allocation Request and this Contract. Each Allocation Request shall form part of and be interpreted in accordance with the provisions of this Contract. The Parties further agree that in the event of any inconsistency or conflict between the provisions of this Contract and the Allocation Request, the Allocation Request shall prevail.

5.4 The Customer may issue any reasonable directions in writing to the Supplier in regard to the Services including the ordering of any Variations. The Supplier shall, subject to Clause 5.5, comply with any such directions or Variations, whether by way of addition, modification or omission of services, as may be ordered in writing by the Customer.

5.5 The Customer may issue a Variation

5.5.1 48 hours or more prior to the commencement date specified for the Event on the Allocation Request without incurring any liability to the Supplier as a result thereof;

5.5.2 24 hours or more but less than 48 hours prior to the commencement date specified for the Event on the Allocation Request in which case 25% of the Charges applicable to the withdrawn or reduced proportion of Services in the Allocation Request shall be invoiced and become payable in accordance with Clause 7 of this Contract; or

5.5.3 less than 24 hours prior to the commencement date specified for the Event on the Allocation Request in which case 50% of the Charges applicable to the withdrawn or reduced proportion of the Services in the Allocation Request shall be invoiced and become payable in accordance with Clause 7 of this Contract

and the Supplier agrees that the rights and remedies available to it in this Clause 5.4 shall be the only rights and remedies available to it in the event of Variation and no other rights or remedies will be available to the Supplier as against the Customer or anyone acting on its behalf.

5.6 Variations shall be valued in accordance with the Charges and the value thereof shall be added or deducted as appropriate.

5.7 No Allocation Request shall be placed following the date on which notice is validly served pursuant to Clause 33, or the date on which the Contract expires pursuant to Clause 3.

5.8 The Supplier shall perform the Services in accordance with any commencement or end dates specified for performance in each Allocation Request. Time of performance shall be of the essence. The Supplier shall not act upon an Allocation Request or Variation which is received by it from any party other than the Customer.

5.9 The Customer shall be under no obligation to instruct and the Supplier shall have no right to be instructed to provide Services under any Allocation Request or otherwise under this Contract.

6. **Service Levels**

6.1 The Supplier will ensure that the Services are performed so as to meet or exceed all Service Levels.

6.2 With effect on and from the Service Commencement Date, the Parties will comply with Schedule 3.

7. **Charges**

7.1 The Supplier will invoice the Customer in accordance with the procedures set out in Clause 8 and in consideration of, and subject to the due and proper performance of the Services by the Supplier in accordance with this Contract, the Customer will pay the Supplier the Charges in accordance with those procedures and with the other terms and conditions of this Contract.

7.2 The Supplier is not entitled to reimbursement for expenses unless such expenses are specified in Schedule 4 or have been incurred with the prior written consent of the Customer, in which case the Supplier will supply appropriate evidence of expenditure in a form acceptable to the Customer.

7.3 All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.

8. **Payment Procedures and Approvals**

8.1 The Supplier will invoice the Customer in respect of the Charges at such dates or at the end of such periods as may be specified in Schedule 1 and will not make any separate charge for submitting any invoice.

8.2 The Supplier will submit invoices in accordance with the Supplier Terms.

8.3 In the event of a variation to the Services in accordance with this Contract that involves the payment of additional charges to the Supplier, the Supplier will identify these separately on the relevant invoices as further detailed in the Supplier Terms.

8.4 If the Customer considers that the Charges claimed by the Supplier in any invoice have:

8.4.1 been correctly calculated and that such invoice is otherwise correct, and subject to receipt of the Monthly Statement, the invoice will be approved and payment will be made by bank transfer (Bank Automated Clearance System (BACS)) or such other method as the Customer may choose from time to time within thirty (30) days of receipt of such invoice; or

8.4.2 not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Customer will notify the Supplier and the Parties will work together to resolve the error or inadequacy. Upon resolution, the Supplier will submit a revised invoice to the Customer.

8.5 No payment made by the Customer (including any final payment) or act or omission or approval by the Customer or the Customer's Contract Manager (whether related to payment or otherwise) will:

8.5.1 indicate or be taken to indicate the Customer's acceptance or approval of the Services or any part of them or any act or omission of the Supplier, or otherwise prejudice any rights, powers or remedies which the Customer may have against the Supplier, or absolve the Supplier from any obligation or liability imposed on the Supplier under or by virtue of this Contract; or

8.5.2 prevent the Customer from recovering any amount overpaid or wrongfully paid including payments made to the Supplier by mistake of law or fact. Without prejudice to Clause 21, the Customer will be entitled to withhold such amount

from any sums due or which may become due to the Supplier or the Customer may recover such amount as a debt.

8.6 Except where otherwise provided in this Contract, the Charges will be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Supplier in discharging its obligations under this Contract.

8.7 Interest will accrue at the interest rate of one percent (1%) above the base lending rate from time to time of the Bank of England on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgment). All such interest will be calculated on the basis of the actual number of days elapsed, over a three hundred and sixty five (365) day year and compounded at monthly intervals. The Parties agree that this provision constitutes a substantial remedy for late payment of any sum payable under this Contract in accordance with section 8(2) of the Late Payment of Commercial Debts (Interest) Act 1998.

9. **Warranties and Obligations**

9.1 Without prejudice to any other warranties expressed elsewhere in this Contract or implied by law, the Supplier warrants, represents and undertakes to the Customer that:

9.1.1 the Supplier:

9.1.1.1 has, and will maintain, full capacity and authority and all necessary Consents to enter into and to perform this Contract; and

9.1.1.2 is not Insolvent; and

9.1.1.3 is aware of the purposes for which the Services are required and acknowledges that the Customer is reliant upon the Supplier's expertise and knowledge in the provision of the Services; and

9.1.1.4 is entering into this Contract as principal and not as agent for any person and that it will act as an independent contractor in carrying out its obligations under this Contract; and

9.1.1.5 is not subject to any contractual obligation compliance with which will be likely to have an adverse effect on its ability to perform its obligations under this Contract;

9.1.2 this Contract is executed by a duly authorised representative of the Supplier;

9.1.3 the Supplier will not introduce into any of the Customer's or any of the Customer's Group Companies' computer systems anything, including any computer program code, virus, authorisation key, licence control utility or software lock, which is intended by any person to, is likely to, or may:

9.1.3.1 impair the operation of any computer systems or programs in the possession of the Customer or any of the Customer's Group Companies or impair the receipt of the benefit of the Services; or

9.1.3.2 cause loss of, or corruption or damage to, any program or data held on the Customer's or any of the Customer's Group Companies' computer systems,

and this Clause 9.1.3 will apply notwithstanding that any such things are purported to be used for the purposes of protecting the Supplier's or any third party's Intellectual Property Rights or other rights;

9.1.4 all information, statements, warranties and representations contained in the Customer's response to tender or given to the Customer are true, accurate and not misleading unless otherwise specifically disclosed to the Customer prior to the Contract Commencement Date; and

9.1.5 as at the date of this Contract, none of the Supplier, the Supplier's Associated Persons and/or any Relevant Sub-contractor is an Excluded Supplier or Excludable Supplier (including in each case by reference to their Connected Persons).

9.2 The Supplier will:

9.2.1 fully co-operate with the Customer's agents, representatives and contractors (including other suppliers of similar services) and supply them with such information, materials and assistance as the Customer may reasonably request or authorise from time to time; and

9.2.2 without prejudice to its obligations under Clause 9.1.1.1, immediately give notice to the Customer of any change in status in respect of any of the Consents referred to in Clause 9.1.1.1, including details of the changed status, the impact of the changed status, the reasons for the changed status and the actions the Supplier is proposing to take.

9.3 Each warranty and obligation in this Clause 9 will be construed as a separate warranty or obligation (as the case may be) and will not be limited or restricted by reference to, or reference from, the terms of any other such warranty or obligation or any other term of this Contract.

10. **Operational Management**

10.1 Each Party authorises its Contract Manager to act as its representative for the day-to-day operation of this Contract and will procure that its Contract Manager (or his or her nominated representative) will deal with the other Party's Contract Manager in respect of all matters arising under this Contract.

10.2 If a Party replaces its Contract Manager at any time, whether on a temporary or permanent basis, that party will promptly give written notice to the other Party of the identity of and contact details for the replacement Contract Manager.

10.3 Each Contract Manager will be responsible for liaising with the other Contract Manager on the operational management of this Contract.

10.4 Each Party will ensure that:

10.4.1 its Contract Manager is available for consultation by the other Party at all reasonable times; and;

10.4.2 its Contract Manager and any other relevant personnel attend all meetings reasonably requested by the other Party.

10.5 Without prejudice to Clause 10.4, the Supplier's Contract Manager and the Customer's Contract Manager will meet not less than twice per year to review and discuss the performance of this Contract, including:

- 10.5.1 approval of the minutes of the previous meeting;
 - 10.5.2 performance against the Service Levels; and
 - 10.5.3 any other issues that either Contract Manager wishes to discuss.
- 10.6 Minutes of each meeting held in accordance with Clause 10.5 will be taken by the Supplier's Contract Manager and sent to the Customer's Contract Manager within five (5) Business Days after the meeting.
- 10.7 The Supplier will, at the Customer's request, provide promptly to the Customer at no additional cost such reports on the provision of the Services as the Customer may reasonably request.

11. **Supplier's Personnel**

- 11.1 It is not anticipated that TUPE will apply in respect of this Contract, however, if TUPE is found to apply the Parties shall use all reasonable endeavours to ensure that all employee information necessary for compliance is properly shared in good time. The Parties will co-operate with the re-tendering of the Services contracted under this Contract by allowing the body to which the new contract is awarded to receive all relevant employee information when requested, communicate with and meet the affected employees and/or their representatives.
- 11.2 Nothing in this Contract will render any of the Supplier's Personnel, an employee, worker, agent or partner of the Customer (or any of the Customer's Group Companies) and the Supplier will be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Supplier's Personnel.
- 11.3 The Supplier will provide the Supplier's Personnel as necessary for the proper and timely performance and management of the Services in accordance with this Contract. All personnel deployed on work relating to this Contract will have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Customer.
- 11.4 Without prejudice to any of the Customer's other rights, powers or remedies, the Customer may (without liability to the Supplier) deny access to such Supplier's Personnel to any Customer Premises if such Supplier's Personnel in the Customer's view have not been properly trained in any way required by this Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and will notify the Supplier of such denial in writing. The Supplier will immediately remove such Supplier's Personnel from performing the Services and provide a suitable replacement.
- 11.5 The Supplier will give the Customer, if so requested, full particulars of all persons who are or may be at any time employed on this Contract.
- 11.6 Without prejudice to Clause 22, the Supplier will indemnify, keep indemnified and hold harmless the Customer from and against all Losses which the Customer or any of the Customer's Group Companies incur or suffer in relation to:
- 11.6.1 the Supplier's Personnel or any person who may allege to be the same (whenever such Losses may arise);
 - 11.6.2 any claim arising from the exercise of the Customer's rights under, or any failure by the Supplier to comply with, Clause 11.4;
 - 11.6.3 any claim:

- 11.6.3.1 made by the relevant authorities in respect of income tax demands or national insurance or similar contributions in relation to the provision of the Services by the Supplier;
 - 11.6.3.2 based on worker status brought by the Supplier or the Supplier's Personnel out of or in connection with the provision of the Services.
- 11.7 The Supplier shall be responsible for any acts or omissions of any Supplier's Personnel or any other person providing the Services, whether or not such persons are employed by the Supplier.
- 11.8 The Supplier shall, and shall procure that its subcontractors shall, ensure at all times that the Supplier's Personnel providing the Services shall:
 - 11.8.1 be suitably qualified, experienced for the role which they are required to undertake and comply with the standards detailed in Schedule 6 of this Contract;
 - 11.8.2 be sufficiently skilled and trained, including (without limitation) with regard to the proper operation and use of all Customer Equipment and materials (including hazardous materials) and fire risks, precautions and procedures;
 - 11.8.3 comply with the Specification and any other provision of this Contract;
 - 11.8.4 comply with all rules, Applicable Laws, procedures and standards relevant to the Services that the Personnel is deployed to perform;
 - 11.8.5 maintain the highest standards of health and safety, hygiene, courtesy and consideration;
 - 11.8.6 have the ability to recognise situations which may involve any actual or potential risk of personal injury to any person (including members of the public), to make such situations safe; and
 - 11.8.7 shall not take photographs or records videos on, at or of the Customer's Premises for personal or commercial reasons.
- 11.9 The Supplier shall obtain standard and enhanced disclosures from the Disclosure and Barring Service in respect of all Supplier's Personnel and potential staff before the Supplier engages any potential staff or Supplier's Personnel in the provision of the Services. The Supplier shall ensure that such disclosures are obtained every 3 years in respect of the Supplier's Personnel. The Supplier shall be registered with the Disclosure and Barring Service.
- 11.10 The Supplier shall procure that no person who is found to have any convictions following receipt of standard and enhanced disclosures from the Disclosure and Barring Service in accordance with Clause 11.9, or who fails to obtain standard and enhanced disclosures from the Disclosure and Barring Service upon request by the Supplier in accordance with Clause 11.9 is employed or authorised to enter the Customer's Premises without the Customer's prior written consent.
- 11.11 The Supplier shall ensure that the Customer is advised without undue delay of any Supplier Personnel who, subsequent to his/her commencement of employment as a member of staff receives a conviction or whose previous convictions become known to the Supplier.
- 11.12 The Supplier shall, at the Customer's verbal request which will be followed up in writing, immediately reassign or remove (at the Customer's choice) from the performance of the

Services any Supplier's Personnel or other person acting on behalf of the Supplier or a subcontractor (including any supervisory personnel) who, in the Customer's sole judgment:-

11.12.1 engages in improper conduct;

11.12.2 is not suitably attired or neatly groomed;

11.12.3 does not perform the Services (or any part thereof) in a manner satisfactory to the Customer;

11.12.4 is not suitable or acceptable to perform the Services or tasks assigned to them;
or

11.12.5 is not in possession of an accreditation card or an SIA Door Supervisor Licence Card (where applicable)

provided the Customer's judgment is exercised reasonably, and, wherever possible, the Customer provides the Supplier with the reasons for its decision.

11.13 Any person reassigned or removed in accordance with Clause 11.12 shall be replaced by the Supplier at the Supplier's sole cost and no Charges shall be payable in respect of their services.

11.14 The Customer shall have the right to remove the accreditation of, and remove from the Online Booking Platform, as well as refuse admittance to, or order the removal from the Customer's Premises of, any Supplier's Personnel or other person acting on behalf of the Supplier or a subcontractor (including any supervisory personnel) who, in the Customer's sole reasonable judgment is not a fit and proper person to be on the Customer's Premises.

11.15 Action taken under Clause 11.14 shall forthwith be confirmed in writing by the Customer to the Supplier.

11.16 Action taken under Clause 11.12 and/or Clause 11.14 shall not relieve the Supplier of any of its obligations under this Contract.

11.17 The Supplier shall consult with and obtain the approval of the Customer with respect to the designation of key management and supervisory positions overseeing the Services.

11.18 The Supplier shall not in any way prohibit, attempt to prohibit, intimidate, coerce or otherwise dissuade, by contractual or verbal means or by conduct or any other such measures, the Supplier's Personnel, potential staff, sub-contractors, the staff and contractors of its sub-contractors or anyone else engaged by it in the delivery of the Services, from entering into discussions with the Customer, making an application or entering into an agreement with the Customer, in respect of actual or potential direct employment or engagement with the Customer for services the same as of similar to the Services. Any such activity shall be treated as a material breach not capable of being remedied in accordance with Clause 33.1.

12. **Sub-Contracting and Change of Ownership**

12.1 The Customer may novate, assign or otherwise transfer this Contract (in whole or in part).

12.2 Subject to Clause 12.3, the Supplier may not assign, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under this Contract without the prior written consent of the Customer.

- 12.3 The Supplier may sub-contract some (but not all) of its obligations to provide the Services under this Contract subject to the following conditions:
- 12.3.1 the Supplier may appoint up to a maximum of 2 Sub-contractors at any one time without having obtained the Customer's prior written consent provided that it has satisfied itself, and can demonstrate upon the Customer's request, that such Sub-contractors are able to provide such of the sub-contracted Services in accordance with the terms of this Contract;
 - 12.3.2 the Supplier shall keep the Customer informed of the identity of such Sub-contractors in writing, including the company name and other company registration details, names of staff and any other information reasonably requested by the Customer from time to time; and
 - 12.3.3 the Supplier shall not be relieved or excused of any responsibility, liability or obligation under this Contract by the appointment of any Sub-contractor. The Supplier shall ensure that all Sub-contractors comply with the terms of this Contract (including without limitation the requirement that all staff are paid the London Living Wage in accordance with Clause 23).
- 12.4 Neither Party may pledge the credit of the other Party nor represent itself as being the other Party nor an agent, partner, employee or representative of the other Party and neither Party may hold itself out as such nor as having any power or authority to incur any obligation of any nature, express or implied, on behalf of the other. Nothing in this Contract, and no action taken by the Parties pursuant to this Contract, creates, or is deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties.
- 12.5 The Customer reserves the right to verify whether any Relevant Sub-contractor is an Excluded Supplier or an Excludable Supplier (and the Supplier shall provide any information requested by the Customer with regards to such verification). The Customer may require that the Supplier replace or procure the replacement of any Relevant Sub-contractor that is or becomes an Excluded Supplier or an Excludable Supplier.
- 12.6 The Supplier shall promptly notify the Customer of any circumstances from time to time that might give rise to a right of the Customer to require replacement of a Relevant Sub-contractor pursuant to Clause 12.5.
- 12.7 The Customer shall have no obligation to make any termination or compensation payment in respect of any termination of any Relevant Sub-contractor pursuant to Clause 12.5.
13. **Conflict of Interest**
- 13.1 The Supplier warrants that it does not and will not have at the Contract Commencement Date or Service Commencement Date any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and/or the Customer, save to the extent fully disclosed to and approved by the Customer.
- 13.2 The Supplier will check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six (6) months and will notify the Customer in writing immediately upon becoming aware of any actual or potential conflict of interest and will work with the Customer to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Customer's satisfaction, provided that, where the Customer is not so satisfied, the Customer may terminate this Contract in accordance with Clause 33.1.3.

13.3 The Supplier acknowledges and agrees that for the purpose of this Clause 13, an “interest” includes an interest as defined in section 81(4) of the Procurement Act 2023.

14. **Access to Premises**

14.1 Subject to Clause 11.4, any access to any Customer Premises made available to the Supplier in connection with the proper performance of this Contract will be free of charge and will be used by the Supplier solely for the purpose of performing the Services during the Term in accordance with this Contract provided. The Supplier will:

14.1.1 only access any Customer Premises during the working hours confirmed by the Customer from time to time;

14.1.2 ensure that the Supplier’s Personnel carry any identity passes issued to them by the Customer at all relevant times and comply with the Customer’s security procedures as may be notified by the Customer from time to time;

14.1.3 comply with any site specific policies and regulations that apply to such Customer Premises;

14.1.4 comply with any reasonable requirements or instructions that may be made or given by or on behalf of the Customer or a Group Company of the Customer, as applicable;

14.1.5 move to different Customer Premises, or a different part of the Customer Premises, promptly whenever requested by the Customer or a Group Company of the Customer, as applicable;

14.1.6 immediately upon becoming aware of the same, report to the Customer and any other relevant Group Company of the Customer any personal injury, death or damage to or loss of property that occurs, and any circumstances or events which concern security or health and safety, at any Customer Premises;

14.1.7 not create any nuisance, annoyance, damage or disturbance on or to any Customer Premises or to any assets, equipment, vehicles or buildings in any Customer Premises;

14.1.8 not alter any part of any Customer Premises;

14.1.9 not do, or omit to do, anything which has the effect of making the Customer’s or any of the Customer’s Group Companies insurance policy for any Customer Premises void or voidable or which increases the insurance premium payable for that insurance; and

14.1.10 vacate all Customer Premises by such date as the Customer may determine and, in any event, by no later than the Termination Date.

14.2 The Supplier will be responsible for its own costs of travel including any congestion charging and/or low emission zone charging.

14.3 Nothing in this Clause 14 will create or be deemed to create the relationship of landlord and tenant in respect of any Customer Premises between the Supplier.

15. **Health And Safety**

15.1 The Supplier, at its sole cost and expense, shall and shall ensure that the Supplier's Personnel:

15.1.1 comply with health and safety rules and regulations (including the Customer's health and safety policies or manuals) in relation to the Services and the Customer's Premises and that they are operated in a safe manner;

15.1.2 investigate, record and as soon as practicable report to the Customer in writing, all health and safety incidents;

15.1.3 notify the Customer immediately about any health and safety hazards (including any health and safety notices received by the Supplier);

15.1.4 notify the Supplier's Personnel immediately about any health and safety notices given to it by the Customer and ensure compliance with them;

15.1.5 ensure that Supplier's Personnel are given regular training at appropriate times to ensure full compliance with the policies, security, Applicable Laws, regulations and codes of practice, procedures and manuals. Such training must be carried out by a OFQUAL (or such replacement body as may be appointed from time to time) certificated training provider and approved by the Customer;

15.1.6 be available for any additional training required by the Customer; and

15.1.7 maintain a log book of all accidents occurring at the Customer's Premises and comply with the directions of the relevant Health and Safety Executive and the reasonable directions of the Customer.

16. **System and Data Integrity**

16.1 Without prejudice to Clause 26, if, during performance of its obligations under this Contract, the Supplier gains access to the Customer's System, whether directly or remotely:

16.1.1 all access will be strictly limited to that part of the Customer's System as is required for proper performance of its obligations under this Contract;

16.1.2 the Supplier will comply with all security, audit and other procedures and requirements of the Customer or any Group Company of the Customer (as applicable) in relation to access; and

16.1.3 the Supplier will procure that only the Supplier's Personnel expressly authorised by the Customer will be permitted access and such access will be to the extent strictly necessary for the proper performance of their duties in relation to the obligations of the Supplier under this Contract.

16.2 The Supplier will take all necessary precautions to preserve the integrity of the Customer's System, and to prevent any corruption or loss to it, during any receipt, creation, collection, processing, storage and/or transmission by the Supplier, including such precautions as are specified by the Customer from time to time.

16.3 The Supplier will comply, and shall procure that the Supplier's Personnel comply, with the terms and conditions of use (including any terms relating to the processing of personal data) of the Online Booking System and any other of the Customer's systems.

17. **Compliance with Policies and Law**

- 17.1 The Supplier will and will procure that all of the Supplier's Personnel will:
- 17.1.1 comply with all of the Customer's policies and standards that are relevant to the performance of the Services, including those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Customer for personnel working at any Customer Premises or accessing the Customer's Systems. The Customer will provide the Supplier with copies of such policies and standards on request; and
 - 17.1.2 provide the Services and undertake all of its obligations under this Contract in compliance with all Applicable Laws. The Supplier will promptly notify the Customer prior to any changes being made if the Supplier is required to make any change to the Services for the purposes of complying with its obligations under this Clause 17.1.2.
- 17.2 Without limiting the generality of Clause 17.1.2, the Supplier will comply with all Applicable Laws in force from time to time relating to discrimination in employment, sexual harassment in the workplace and the promotion of equal opportunities and will assist and co-operate with the Customer in relation to the Customer's compliance with its duties under the Equality Act 2010 and any guidance, enactment, order, regulation or instrument made pursuant to the Equality Act 2010.
18. **London Living Wage**
- 18.1 For the purpose of this Clause 18, "**London Living Wage**" means the London rate for the basic hourly wage as updated and published annually by the Living Wage Foundation (or any relevant replacement organisation) on its website (www.livingwage.org.uk).
- 18.2 The Supplier acknowledges and agrees that the Mayor pursuant to section 155 of the Greater London Authority Act 1999 has directed the Customer to ensure that the London Living Wage is paid to anyone engaged by the Customer who is required to discharge contractual obligations (whether as a direct contractor or a Relevant Sub-contractor) on the Customer's estate in the circumstances set out in Clause 18.3.1.
- 18.3 Without prejudice to any other provision of this Contract, the Supplier:
- 18.3.1 will ensure that its employees, and will procure that the employees of any Relevant Sub-contractors engaged in the performance of the Services:
 - 18.3.1.1 for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
 - 18.3.1.2 at any of the Customer Premises,are paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;
 - 18.3.2 will ensure that none of:
 - 18.3.2.1 its employees; nor
 - 18.3.2.2 the employees of any Relevant Sub-contractors,engaged in the performance of the Services are paid less than the amount to which they are entitled in their respective contracts of employment;

- 18.3.3 will provide to the Customer such information concerning the London Living Wage as the Customer or its nominees may reasonably require from time to time including;
- 18.3.3.1 all information necessary for the Customer to confirm that the Supplier is complying with his obligations under this Clause 18.3; and
- 18.3.3.2 reasonable evidence that Clause 18.3.1 is implemented;
- 18.3.4 in connection with Clause 18.3.3:
- 18.3.4.1 acknowledges and agrees that the Living Wage Foundation (or any relevant replacement organisation from time to time) may contact and meet with any trade unions representing the Supplier's employees and the employees of any Relevant Sub-contractors in order to establish that the obligations in Clause 18.3.3 have been complied with; and
- 18.3.4.2 will liaise and cooperate with the Customer and the Living Wage Foundation (or any relevant replacement organisation from time to time) in order to establish that the obligations in Clause 18.3.3 have been complied with;
- 18.3.5 will disseminate on behalf of the Customer to:
- 18.3.5.1 its employees; and
- 18.3.5.2 the employees of any Relevant Sub-contractors,
engaged in the performance of the Services such perception questionnaires as the Customer may reasonably require from time to time and will promptly collate and return to the Customer responses to such questionnaires; and
- 18.3.6 will co-operate and provide all reasonable assistance in monitoring the effect of the London Living Wage.
- 18.4 For the avoidance of doubt the Supplier will:
- 18.4.1 implement the annual increase in the rate of the London Living Wage; and
- 18.4.2 procure that any Relevant Sub-contractors will implement the annual increase in the rate of the London Living Wage,
as soon as possible and, in any event, by no later than 1 April in the year following the publication of the increased rate of the London Living Wage.
- 18.5 The Customer reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier's employees and the employees of its sub-contractors.
- 18.6 Any breach by the Supplier of the provisions of this Clause 18 will be treated as a material breach capable of remedy in accordance with Clause 33.1.1.
- 19. Customer Obligations and Equipment**
- 19.1 Subject to Clause 33.7, the Customer will provide the Supplier, on request, with such reasonable co-operation, information and access to personnel and premises that the

Supplier may reasonably require from time to time to the extent necessary for the proper performance of the Services and the Supplier's other obligations under this Contract.

- 19.2 Title to the Customer Equipment vests in and will remain vested in the Customer or the relevant Group Company of the Customer or third party lessor (as applicable).
- 19.3 The Customer will permit the Supplier to access and use the Customer Equipment solely for the purpose and to the extent required to supply the Services under this Contract. The Supplier acknowledges that it has satisfied itself as to the condition, fitness for purpose and safety of the Customer Equipment which will at all times:
- 19.3.1 remain the exclusive property of the Customer;
 - 19.3.2 be held by the Supplier in safe custody at its own risk;
 - 19.3.3 be maintained, insured and kept in good condition by the Supplier until returned to the Customer;
 - 19.3.4 not be changed, altered or disposed of other than in accordance with the Customer's written instructions;
 - 19.3.5 not be used otherwise than as authorised by the Customer in writing; and
 - 19.3.6 be returned to the Customer on termination of this Contract.
- 19.4 Subject to Clause 23.3 the Customer will not have any Liability to the Supplier for any losses, damage or defect caused by the Customer Equipment however caused.
- 19.5 All Intellectual Property Rights in the Customer Equipment will remain vested in the Customer, or the relevant Group Company of the Customer or third party lessor (as applicable), at all times.

20. **Records, Audit and Inspection**

- 20.1 The Supplier will, and will procure that its Relevant Sub-contractors will:
- 20.1.1 maintain a detailed, complete and correct set of records and books of account pertaining to:
 - 20.1.1.1 all activities relating to the performance of the Services and the Supplier's obligations under this Contract;
 - 20.1.1.2 all transactions entered into by the Supplier for the purposes of this Contract;
 - 20.1.1.3 details of the Charges, the manner in which they have been calculated and copies of all invoices and supporting documentation;
 - 20.1.1.4 time-sheets for the Supplier's Personnel where such records are material to the calculation of the Charges;
 - 20.1.1.5 all hazards and incidents relating to health, safety or security which occur during the Term;
 - 20.1.1.6 all payments made and received and all other advantages given and received by the Supplier in connection with this Contract and the steps taken by the Supplier to comply with Anti-Bribery Laws,

including sufficient information to evidence the Supplier's compliance with Clause 30;

20.1.1.7 all steps taken by the Supplier to prevent any breaches of Clause 32 and to comply with Anti-Slavery Laws;

20.1.1.8 all documents and records that are required to be maintained by it by Applicable Law and/or that evidence compliance with Applicable Law;

20.1.1.9 a register of all complaints or claims for injury or damage to persons or property, including where the information is available, the date of the relevant incident, name and address of the complainant, the nature of the complaint and the action/remedy taken and all other information necessary to enable the Customer to act in accordance with any agreed customer care policy; and

20.1.1.10 adequate records relating to all Supplier's Personnel including, without limitation, name, address, training and qualification records, screening and background checks, full contact details and evidence of their right to work and provide the Services.

(the "**Records**");

20.1.2 retain all Records during the Term and for a period of not less than six (6) years (or such longer period as may be required by Applicable Law), except Records containing Personal Data which will only be retained for as long as necessary, following termination or expiry of this Contract ("**Retention Period**"); and

20.1.3 provide the Customer with such assistance as the Customer may require to discharge its obligations under section 60(4) of the Procurement Act 2023.

20.2 The Supplier will provide copies of the Records to the Customer upon request during the Retention Period.

20.3 The Customer and any person nominated by the Customer (including a Regulatory Authority) has the right to audit any and all Records at any time during the Retention Period on giving to the Supplier what the Customer considers to be reasonable notice (whether in writing or verbally) and at any reasonable time to copy, examine and inspect the Records and any aspect of the Supplier's performance of the Services (including compliance with Clause 17.1) and the Supplier's compliance with its obligations under this Contract. The Supplier will give all reasonable assistance to the Customer or its nominee in conducting such inspection, including making available documents, systems and staff for interview.

20.4 The Supplier shall promptly notify the Customer in writing:

20.4.1 if any of the Supplier, the Supplier's Associated Persons or any Relevant Sub-contractor is or is placed on the Debarment List;

20.4.2 if any of the Supplier, the Supplier's Associated Persons or any Relevant Sub-contractor is or becomes an Excluded Supplier or Excludable Supplier (including in each case by reference to their Connected Persons);

and shall provide any further information that the Customer may reasonably require in this regard.

20.5 Without prejudice to Clause 12.5 **Error! Reference source not found.**, the Supplier shall notify the Customer in writing as soon as reasonably practicable, and in any event within 5 days, of any changes to the Supplier's Connected Persons together with information regarding any new Connected Persons.

21. **Set-Off**

All damages, costs, charges, expenses, debts, sums, liabilities or other amounts owing (contingently or otherwise and whether such liability is present or future, liquidated or unliquidated) to or incurred by the Customer (or any of the Customer's Group Companies) arising out of or attributable to this Contract or any other contract between the Customer (or any of the Customer's Group Companies) and the Supplier may be deducted by the Customer from monies due or which may become due to the Supplier under this Contract or under any other contract with the Customer or any of the Customer's Group Companies and the Customer may recover such amount from the Supplier as a debt.

22. **Indemnity**

22.1 Subject to Clause 22.2, the Supplier is responsible for and will indemnify, keep indemnified and hold harmless the Customer and the Customer's Group Companies (including their respective employees, sub-contractors and agents) (the "**Indemnified Party**") against all Losses which the Indemnified Party incurs or suffers as a consequence of:

22.1.1 any breach of Clause 17.1.2 or any negligent performance of this Contract by the Supplier (or any of the Supplier's Personnel); and

22.1.2 any claim and/or proceedings made and/or brought against the Customer and/or any of its Group Companies by any person for:

22.1.2.1 death and/or personal injury; and/or

22.1.2.2 loss, damage, deterioration and/or destruction of and/or to property (including the Customer Premises), arising out of and/or in connection with any act and/or omission of the Supplier and/or the Supplier's Personnel, including negligence.

22.2 The Supplier is not responsible for and will not indemnify the Customer for any Losses to the extent that such Losses are solely caused by any breach or negligent performance of any of the Customer's obligations under this Contract by the Customer.

22.3 Each indemnity given by the Supplier under this Contract extends to all Losses that the Customer or any of the Customer's Group Companies does or will incur or suffer after the date on which it makes a claim under that indemnity. There are no limits on the number of times the Customer or any of the Customer's Group Companies may make a claim under each of the indemnities.

23. **Limitation of Liability**

23.1 Subject to Clauses 23.3 and 23.4, the Supplier's Liability will be limited to 150% of annual charges per claim.

23.2 Subject to Clauses 23.3 and 23.4, the Customer's maximum aggregate Liability in each Year will be limited to the amount of the Charges properly due and payable in that Year.

23.3 Nothing in this Contract will operate to exclude or restrict Liability of a Party:

- 23.3.1 that cannot be excluded or restricted in this Contract in respect of death or personal injury resulting from negligence by operation of Section 2(1) Unfair Contract Terms Act 1977;
- 23.3.2 for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
- 23.3.3 for breach of its obligations arising under section 12 Sale of Goods Act 1979;
- 23.3.4 for breach of its obligations arising under section 2 Supply of Goods and Services Act 1982;
- 23.3.5 arising under Section 2(3) Consumer Protection Act 1987; or
- 23.3.6 for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

Any Liability of a Party which falls within this Clause 23.3 will not be taken into account in assessing whether the financial limits in Clauses 23.1 or 23.2 have been reached.

23.4 Without prejudice to Clause 23.3 nothing in this Contract will operate to exclude or restrict either Party's Liability:

- 23.4.1 for any breach of Clause 26 (Protection of Personal Data);
- 23.4.2 for any breach of Clause 27 (Confidentiality, Announcements and Transparency);
- 23.4.3 for any breach of Clause 30 (Anti-Corruption);
- 23.4.4 for any breach of Clause 32 (Anti-Slavery);
- 23.4.5 under the indemnities contained in this Contract; or
- 23.4.6 for a deliberate breach of this Contract by that Party.

Any Liability of a Party which falls within this Clause 23.4 will not be taken into account in assessing whether the financial limits in Clauses 23.1 and 23.2 have been reached.

23.5 Nothing in this Clause 23 will prevent or restrict the right of a Party to seek injunctive relief or specific performance or other discretionary remedies of the court.

24. **Insurance**

- 24.1 The Supplier will at its sole cost maintain insurance cover to cover its liability under this Contract, including as a minimum the insurances set out in Paragraph 6 of Schedule 1 (the "**Insurances**"), for the Term and for a period of six (6) years after the Termination Date. The Supplier will ensure that the Customer's interest is noted on each and every policy or that any public liability, product liability or employer's liability insurance includes an Indemnity to Principal clause.
- 24.2 The Insurances will be maintained with a reputable insurer.
- 24.3 The Supplier will produce evidence to the Customer on reasonable request of the Insurances and payment of all premiums due on each policy.
- 24.4 The Supplier warrants that nothing has or will be done or be omitted to be done which may result in any of the Insurances being or becoming void, voidable or unenforceable.

24.5 In the event that any of the Insurances are cancelled or not renewed, the Supplier will immediately notify the Customer and will at its own cost arrange alternative Insurances with an insurer or insurers acceptable to the Customer.

25. **Intellectual Property Rights**

25.1 The Supplier hereby assigns with full title guarantee to the Customer all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Supplier in the provision of the Services, (the “**Products**”) provided that such assignment will not include items not prepared or developed for the purposes of this Contract.

25.2 The Supplier will provide the Customer with copies of all materials relied upon or referred to in the creation of the Products, together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.

25.3 The Supplier will have no right (save where expressly permitted under this Contract or with the Customer’s prior written consent) or licence to use any trade marks, trade names, logos or other Intellectual Property Rights of the Customer.

25.4 The Supplier will ensure that all royalties, licence fees or similar expenses in respect of all Intellectual Property Rights used in connection with this Contract have been paid and are included within the Charges.

25.5 Without prejudice to Clause 22, the Supplier will indemnify and keep indemnified the Customer and the Customer’s Group Companies against all Losses that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights. The Customer will give notice to the Supplier of any infringement of Intellectual Property Rights as soon as reasonably practicable following becoming aware of the same, provided that the giving of such notice will not be a condition precedent to the liability of the Supplier under this Clause 25.5.

26. **Protection of Personal Data**

26.1 The Supplier (and any Relevant Sub-contractor) will comply with the Data Protection Legislation.

26.2 Notwithstanding the generality of Clause 26.1,

26.2.1 the Supplier will bring into effect and maintain all reasonable technical and organisational measures that are satisfactory to the Customer from time to time, to prevent unauthorised or unlawful Processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including taking reasonable steps to ensure the reliability of staff having access to the Personal Data;

26.2.2 the Customer may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Supplier and the sub-contractors referred to in this Clause 26. Within twenty (20) Business Days of such a request (or such shorter timescale as requested by the Customer from time to time), the Supplier will supply written particulars of all such measures detailed to a reasonable level such that the Customer can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation; and

26.2.3 on or before the end of the Term, the Supplier will ensure that all documents or computer records in its possession, custody or control, which contain

Personal Data in connection with this Contract, including any documents in the possession, custody or control of any Relevant Sub-contractor, are delivered up to the Customer.

27. Confidentiality, Announcements and Transparency

27.1 Subject to Clauses 27.3, 27.8 and 29, the Recipient will keep confidential any and all Confidential Information of the Discloser.

27.2 The Recipient will:

27.2.1 not use the Confidential Information for any purpose other than to perform its obligations and exercise its rights under this Contract;

27.2.2 only disclose the Confidential Information to those of the Recipient's Representatives who need access to that Confidential Information so that it can perform its obligations and exercise its rights in accordance with the terms of this Contract. Prior to any such disclosure the Recipient must make the Recipient's Representatives aware of the fact that the Confidential Information is confidential and secret and the obligations of confidentiality contained in this Clause 27 and (unless the Recipient's Representative is an employee, director or officer of the Recipient) the Recipient will procure that such Representative will enter into a confidentiality agreement with the Recipient on terms substantially equivalent to those contained in this Clause 27. The Recipient will procure that each of the Recipient's Representatives will not do or omit to do anything which if done or omitted to be done by the Recipient would constitute a breach of this Clause 27. The Recipient will be liable for the acts and omissions of the Recipient's Representatives in respect of the Confidential Information as if they were acts or omissions of the Recipient; and

27.2.3 only make such copies, summaries, extracts, transcripts, notes, reports, analyses and recordings (in any form of media) that use, contain or are based on (or derived from) Confidential Information as are reasonably necessary to fulfil its obligations and exercise its rights under this Contract.

27.3 The Recipient's obligations set out in Clause 27.1 will not apply to any Confidential Information that:

27.3.1 at the time of disclosure, was in the public domain or subsequently entered into the public domain other than as a direct or indirect result of a breach of this Clause 27 by the Recipient or any of the Recipient's Representatives; or

27.3.2 is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.

27.4 The Recipient will keep secure all materials containing any Confidential Information in relation to this Contract and its performance and apply to such Confidential Information documentary and electronic security measures that match or exceed those the Recipient operates in relation to its own confidential information and will never exercise less than reasonable care.

27.5 The Discloser (or its Group Companies, as applicable) or its (or their) licensors own all right, title and interest in the Confidential Information and, save as is expressly provided by this Contract no licence or right to use any Intellectual Property Rights or any right to use any Confidential Information or trade secrets is granted by the Discloser (or any of the Discloser's Group Companies).

- 27.6 The Supplier will not make any Announcement, or permit any Announcement to be made, without the prior written consent of the Customer, except that the Supplier will, subject to Clause 27.7, be entitled to make Announcements if and to the extent required by law or by any governmental or regulatory authority (including any stock exchange or listing authority or the Panel on Takeovers and Mergers).
- 27.7 If the Supplier is required to make an Announcement by law or by any governmental or regulatory authority (including any stock exchange or listing authority or the Panel on Takeovers and Mergers) the Supplier will:
- 27.7.1 promptly give written notice of this to the Customer prior to such Announcement being made; and
- 27.7.2 use reasonable endeavours to agree with the Customer the form, content and timing of the Announcement
- provided that doing so would not cause the Supplier to breach the relevant law or requirement.
- 27.8 The Supplier acknowledges that the Customer is subject to the Transparency Commitment. Accordingly, notwithstanding Clauses 27.1, 27.2, 27.4 and 29, the Supplier hereby gives its consent for the Customer to publish the Contract Information to the general public.
- 27.9 The Customer may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Customer may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Customer may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 27.8. The Customer will make the final decision regarding publication and/or redaction of the Contract Information.
- 27.10 The Recipient acknowledges and agrees that damages alone would not be an adequate remedy for breach of Clause 27.1 by the Recipient. Accordingly, the Discloser (or any of the Discloser's Group Companies) will be entitled, without having to prove special damages, to equitable relief (including injunction and specific performance) for any breach or threatened breach of such clauses by the Recipient. In addition, the Recipient acknowledges that the Discloser and the Discloser's Group Companies will be entitled to all remedies of a trade secret holder under and referred to in the Trade Secrets (Enforcement, etc) Regulations 2018 where any Confidential Information the subject of this Contract is a trade secret under those Regulations.
- 27.11 The provisions of this Clause 27 will survive any termination of this Contract for a period of six (6) years from termination.

28. **No Marketing Rights**

In relation to the provision of the Services, the Supplier will not undertake any activity, commercial or non-commercial, which makes or implies a direct or indirect association of the Supplier with the Olympic Movement and its goods, services and activities generally, without the authorisation of the British Olympic Association or the International Olympic Committee (as appropriate).

29. **Freedom of Information**

- 29.1 The Supplier acknowledges that the Customer is subject to the requirements of FOI Legislation. Accordingly from time to time the Customer may be required to disclose information relating to the Supplier and/or this Contract.

- 29.2 Where a Request for Information has been received by the Customer, then it will:
- 29.2.1 consider the applicability of exemptions under the FOI Legislation or any other applicable legislation;
 - 29.2.2 before responding to such a request (which, for the avoidance of doubt, includes confirming or denying that the information is held by the Customer or on the Customer's behalf) and/or disclosing information about or relating to the Supplier, the Services and/or this Contract, notify the Supplier of this request and stipulate the time period during which the Supplier needs to respond in order to assist the Customer to determine whether any exemptions under FOI Legislation apply (including where necessary why the public interest in maintaining the exemption is not outweighed by the public interest in disclosure and an estimate of any expenditure that the Supplier is likely to incur in complying with the request);
 - 29.2.3 in determining whether any exemptions apply and/or whether to confirm or deny and/or disclose any information pursuant to this Clause 29.2, take into account any reasonable representations made to it by the Supplier;
 - 29.2.4 where it requires the Supplier to confirm whether such information is held by the Supplier on its behalf and, if necessary, to provide any such information, stipulate the time period in which it requires the Supplier to make such confirmation and/or provide such information; and
 - 29.2.5 where it determines to disclose the information then it will notify the Supplier of such decision as soon as reasonably practicable and in any event no later than two (2) Business Days prior to disclosure.
- 29.3 The Supplier will facilitate the Customer in complying with its obligations under the FOI Legislation and any necessary consultation and to the extent that such obligations relate to information held by the Supplier on behalf of the Customer indicating whether such information is held by them and if necessary to provide that information to the Customer, within the timescale stipulated by the Customer in Clauses 29.2.2 and/or 29.2.4.

30. **Procurement Legislation Disclosure**

- 30.1 The Supplier acknowledges that the Customer:
- 30.1.1 is subject to the Procurement Legislation and agrees to assist and cooperate with the Customer to enable the Customer to comply with the Disclosure Obligations; and
 - 30.1.2 without prejudice to the Customer's other rights, powers or remedies, may disclose information as the Customer considers appropriate (in its absolute discretion) to comply with the Disclosure Obligations. The Customer shall be responsible for determining whether any information is exempt from disclosure under the Procurement Legislation.
- 30.2 Without limiting the generality of Clause 30.1, the Supplier shall, and shall procure that its Relevant Sub-contractors shall:
- 30.2.1 maintain accurate and up-to-date Core Supplier Information on the Central Digital Platform;
 - 30.2.2 provide the Customer with such information that the Customer requests within five (5) Business Days of a request from the Customer (or such longer period

as the Customer may reasonably specify), and in such forms as the Customer may reasonably specify;

30.2.3 make available the Supplier's Personnel as reasonably requested by the Customer,

to comply with the Customer's Disclosure Obligations.

30.3 The Customer may in its absolute discretion consult with the Supplier regarding any proposed information to be disclosed pursuant to the Disclosure Obligations. The Customer shall make the final decision regarding disclosure, publication and any redaction of such information.

31. **Anti-Corruption**

31.1 The Supplier will, and will procure that the Supplier's Personnel and any other persons who perform services for or on behalf of it in connection with this Contract will:

31.1.1 comply with all applicable Anti-Bribery Laws;

31.1.2 not do or omit to do any act or thing which causes or may cause the Customer or any of the Customer's Group Companies to be in breach of and/or to commit an offence under any Anti-Bribery Laws; and

31.1.3 provide the Customer with such reasonable assistance as it may require from time to time to enable it to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with any Anti-Bribery Laws.

31.2 The Supplier will:

31.2.1 promptly report to the Customer any:

31.2.1.1 request or demand for any financial or other advantage of any kind received in connection with the performance of this Contract; or

31.2.1.2 financial or other advantage, inducement or reward given or intended to be given (whether directly or through any third party) in connection with the awarding or continuation in force of this Contract,

by it or by the Supplier's Personnel or any other person who performs services for or on behalf of it in connection with this Contract; and

31.2.2 upon request, certify to the Customer in writing signed by a director of the Supplier that the Supplier has complied with all of its obligations under this Clause 30. The Supplier will provide such supporting evidence of compliance as the Customer may request.

31.3 The Supplier will immediately give written notice to the Customer upon a breach, or suspected breach, of any of its obligations at Clauses 31.1 or 31.2 occurring.

31.4 Any breach of this Clause 30 by the Supplier will be a material breach of this Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.

- 31.5 If the Customer terminates this Contract due to a breach of this Clause 30 by the Supplier, the Supplier will not be entitled to claim compensation or any further remuneration from the Customer, regardless of any activities carried out or agreements with third parties entered into before termination.
- 31.6 The Customer will be entitled, by giving written notice to that effect to the Supplier, to require the Supplier to remove from the performance of this Contract any of the Supplier's Personnel in respect of whom the Supplier is in breach of any of its obligations under Clauses 31.1 or 31.2.
- 31.7 Without prejudice to Clause 22, the Supplier will indemnify and keep indemnified the Customer and the Customer's Group Companies against all Losses, in each case arising out of or in connection with any breach by the Supplier of Clauses 31.1 or 31.2 (including any failure or delay in performing, or negligent performance or non-performance of, any of its obligations under Clauses 31.1 or 31.2).

32. **Anti-Slavery**

32.1 The Supplier will, and will procure that the Supplier's Personnel and any other persons who perform services for or on behalf of it in connection with this Contract will at all times:

32.1.1 comply with all applicable Anti-Slavery Laws; and

32.1.2 not do or omit to do any act or thing which causes or may cause the Customer or any of the Customer's Group Companies to be in breach of and/or to commit an offence under any Anti-Slavery Laws.

32.2 The Supplier will:

32.2.1 conduct proper and detailed checks on any agency or person used by the Supplier to provide labour, employees, contractors or other persons to undertake tasks for the Supplier in connection with this Contract (in each case whether on a permanent or temporary basis) to ensure that any such agency or entity does not engage and has not in the past engaged in any Modern Slavery Practice or abuse of human rights; and

32.2.2 provide the Customer with such reasonable assistance and information as the Customer may require from time to time to enable the Customer to:

32.2.2.1 perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Customer;

32.2.2.2 prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act 2015 and to include the matters referred to in section 54(5) of that Act;

32.2.2.3 comply with any requirement to report on respect for human rights or to enable the Customer to demonstrate compliance with any human rights code or policy to which it adheres or which applies to it; and

32.2.2.4 conduct due diligence and to measure the effectiveness of the steps the Customer is taking or wishes to take to ensure that Modern Slavery Practice or abuse of human rights is not taking place in its business or supply chains.

- 32.3 The Supplier will immediately give written notice to the Customer upon the occurrence of a breach or suspected breach of any of its obligations referred to in this Clause 32. The notice will set out full details of the breach or suspected breach.
- 32.4 Any breach of this Clause 32 by the Supplier will be a material breach of this Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.
- 32.5 Without prejudice to Clause 22, the Supplier will indemnify and keep indemnified the Customer and the Customer's Group Companies against all Losses, in each case arising out of or in connection with any breach by the Supplier of any of its obligations under this Clause 32 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).

33. Breach and Termination of Contract

- 33.1 Without prejudice to the Customer's right to terminate at common law, the Customer may terminate this Contract immediately upon giving notice to the Supplier:
 - 33.1.1 except as provided in and without prejudice to Clauses 33.1.2 to 33.1.5 (inclusive), if the Supplier has committed any material breach of this Contract which:
 - 33.1.1.1 cannot be remedied; or
 - 33.1.1.2 can be remedied but fails to remedy that breach within ten (10) Business Days (or such other timeframe as specified in writing by the Customer) from the date of written notice to the Supplier giving details of the breach and requiring it to be remedied;
 - 33.1.2 if the Supplier is Insolvent;
 - 33.1.3 if the Customer is not satisfied on the issue of any conflict of interest in accordance with Clause 12.1;
 - 33.1.4 if the Supplier is (in the reasonable opinion of the Customer) negligent and/or incompetent in the performance of the Services;
 - 33.1.5 if a Material Service Level Failure occurs;
 - 33.1.6 in the event that the Supplier breaches its obligations at Clauses 20.4 or 20.5;
 - 33.1.7 if the circumstances under section 72(3) of the Procurement Act 2023 apply; or
 - 33.1.8 the Customer becomes entitled to terminate the Contract under Clause 33.2.
- 33.2 The Customer may, where it considers that a Supplier Exclusion Ground applies, terminate the Contract in accordance with the provisions of this Clause 33.2, as follows:
 - 33.2.1 the Customer shall serve notice on the Supplier of its intention to terminate which shall:
 - 33.2.1.1 specify which Supplier Exclusion Ground the Customer considers applies and the reasons for the Customer deciding to terminate on this basis;

- 33.2.1.2 invite the Supplier to make representations to the Customer about the existence of the Supplier Exclusion Ground and the Customer's decision to terminate;
 - 33.2.1.3 specify the period within which the Supplier must make such representations; and
 - 33.2.1.4 if applicable, specify a reasonable period (determined at the sole discretion of the Customer) within which the Supplier is required to have (or procured that its Relevant Sub-contractor has) ceased sub-contracting to the Excluded Supplier or Excludable Supplier, and, if the Customer considers necessary, appoint an alternative supplier who is approved by the Customer.
- 33.3 On expiry of the period referred to in Clause 33.2.1.3 (and, where applicable, Clause 33.2.1.4) then, if after considering the Supplier's representations, the Customer is satisfied that the termination ground applies, it shall be entitled to terminate the Contract immediately upon written notice or after such period as the Customer specifies in such notice (in its absolute discretion).
- 33.4 The Supplier may terminate this Contract:
- 33.4.1 if the Customer is Insolvent;
 - 33.4.2 if the Customer has committed any material breach of this Contract which:
 - 33.4.2.1 cannot be remedied; or
 - 33.4.2.2 can be remedied but the Customer fails to remedy that breach within twenty (20) Business Days from the date of written notice from the Supplier to the Customer giving details of the breach and requiring it to be remedied,

provided that this Clause 33.4.2 will not apply to any failure by the Customer to make any payment due to the Supplier under this Contract on or before the due date.
- 33.5 If a Force Majeure Event occurs and an Affected Party wishes to claim relief under Clause 33.6 or 33.7, that Affected Party will:
- 33.5.1 give the other Party written notice of the occurrence, anticipated duration and impact of the Force Majeure Event and its wish to claim relief;
 - 33.5.2 take all reasonable measures to mitigate the effects of the Force Majeure Event; and
 - 33.5.3 continue to perform all of its obligations under this Contract the performance of which are not affected by the Force Majeure Event or its direct effects
- 33.6 Subject to compliance with Clause 33.5, neither Party will be deemed to be in breach of this Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under this Contract to the extent that such failure or delay is due to a Force Majeure Event which has a material adverse impact on its ability to perform its obligations under this Contract. If the Force Majeure Event continues to have such a material adverse impact for more than eight (8) weeks from the date on which that Force Majeure Event was first notified under Clause 33.5, then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event ("**Innocent Party**") may terminate this Contract

immediately upon giving notice to the Affected Party. If this Contract is terminated in accordance with this Clause 33.6 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party will not be liable to the Innocent Party by reason of such termination.

- 33.7 If a Force Majeure Event has the effect that either the Customer is unable to receive or does not require the Services to be provided (including due to the Customer Premises benefitting from the Services being restricted in use or otherwise closed), the Customer may suspend the Services on notice to the Supplier during the period of such Force Majeure Event and no Charges shall be payable in respect of the suspended Services. For the avoidance of doubt, the Customer will not be deemed to be in breach of this Contract, or otherwise liable to the Supplier in any manner whatsoever, for any suspension in accordance with this Clause 33.7. If such suspension continues for more than eight (8) weeks: (a) the Customer may terminate this Contract immediately on giving notice to the Supplier; or (b) the Supplier may give notice to the Customer that it requires the Services (and corresponding payment of the Charges) to recommence. If the Customer has not consented to the recommencement of the Services (and payment of the corresponding Charges for such Services following recommencement) within two (2) weeks of receipt of such notice from the Supplier, the Supplier may terminate this Contract immediately on giving written notice to the Customer. If this Contract is terminated in accordance with this Clause 33.7 then without prejudice to any rights and liabilities which accrued prior to termination the terminating Party will not be liable to the other Party by reason of such termination.
- 33.8 Without prejudice to the Customer's right to terminate this Contract under Clauses 33.1, 33.6, 33.7, or at common law, the Customer may terminate this Contract at any time following a Set Aside Order or Public Procurement Termination Event in accordance with the provisions of Clause 35.
- 33.9 To the extent that the Customer has a right to terminate this Contract then, as an alternative to termination, the Customer may by giving notice to the Supplier require the Supplier to provide part only of the Services with effect from the date specified in the Customer's notice ("**Change Date**") whereupon the provision of the remainder of the Services will cease and the definition of the "Services" will be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Customer's opinion a proportionate adjustment would not be reasonable in such manner as the Customer may determine.

34. **Consequences of Termination or Expiry**

- 34.1 Notwithstanding the provisions of Clauses 27 and 29, wherever the Customer chooses to put out to tender for a replacement service provider some or all of the Services, the Supplier will disclose to tenderers such information concerning the Services as the Customer may require for the purposes of such tender. The Supplier may impose upon any recipient of such information such obligations of confidentiality as it may require.
- 34.2 The termination or expiry of this Contract will not prejudice or affect any right, power or remedy which has accrued or will accrue to either Party prior to or after such termination or expiry.
- 34.3 Upon expiry or termination of this Contract (howsoever caused):
- 34.3.1 the Supplier will, at no further cost to the Customer:
- 34.3.1.1 take all such steps as will be necessary for the orderly handover of Services to the Customer (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Customer and to effect such handover;

- 34.3.1.2 on receipt of the Customer's written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks; and
 - 34.3.1.3 cease to use the Confidential Information; and
 - 34.3.2 the Customer will (subject to Clauses 21, 33.1 and 33.7 and the provisions of any security for due performance supplied by the Supplier) pay the Supplier any Charges remaining due in relation to any Services properly performed in accordance with this Contract up to the date of termination or expiry calculated so far as is possible in accordance with Schedule 4 or otherwise reasonably determined by the Customer.
- 34.4 On termination of this Contract under Clause 33.1 or a cessation of any Services under Clause 33.9 (but in the case of the latter only insofar as the right to cease any Services arises as a result of a right for the Customer to terminate under Clause 33.1), the Customer may enter into any agreement with any third party or parties as the Customer thinks fit to provide any or all of the Services and the Supplier will be liable for all additional expenditure reasonably incurred by the Customer in having such services carried out and all other costs and damages reasonably incurred by the Customer in consequence of such termination. The Customer may deduct such costs from the Charges or otherwise recover such costs from the Supplier as a debt.
- 35. Set Aside Order and Public Procurement Termination Event**
- 35.1 In the event that a court makes a Set Aside Order, the Customer will promptly notify the Supplier. The Parties agree that the provisions of Clause 34 and this Clause 35 will apply as from the date of receipt by the Supplier of the notification of the Set Aside Order. Where there is any conflict or discrepancy between the provisions of Clause 34 and this Clause 35 or the Cessation Plan, the provisions of this Clause 35 and the Cessation Plan will prevail.
- 35.2 The Set Aside Order will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Set Aside Order.
- 35.3 Without prejudice to the Customer's rights of termination implied into this Contract by section 78(1) of the Procurement Act 2023 but subject to Clause 35.435.4, in the event of a Public Procurement Termination Event, the Customer will promptly notify the Supplier and the Parties agree that the provisions of Clause 34 and these Clauses 35.3 to 35.8 (inclusive) will apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 34 and these Clauses 35.3 to 35.8 or the Cessation Plan, the provisions of these Clauses 35.3 to 35.8 and the Cessation Plan will prevail.
- 35.4 In the event of a Public Procurement Termination Event, the Customer shall serve a notice on the Supplier of its intention to terminate which shall:
 - 35.4.1 provide the Customer's reasons for considering that Public Procurement Termination Grounds have occurred and the reasons for the Customer deciding to terminate on this basis; and
 - 35.4.2 invite the Supplier to make representations to the Customer about the occurrence of the Public Procurement Termination Grounds and the Customer's decision to terminate; and
 - 35.4.3 specify the period within which the Supplier must make such representations,

and on expiry of the period referred to in Clause 35.4.3 above, if after considering the Supplier's representations, the Customer is satisfied that the Public Procurement Termination Grounds apply the Customer may terminate the Contract in accordance with Clause 35.3.

35.5 The Public Procurement Termination Event will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Public Procurement Termination Event.

35.6 As from the date of receipt by the Supplier of the notification of a Set Aside Order or a Public Procurement Termination Event, the Parties (acting reasonably and in good faith) will agree or, in the absence of such agreement, the Customer will reasonably determine an appropriate Cessation Plan with the object of achieving:

35.6.1 an orderly and efficient cessation of the Services or (at the Customer's request) a transition of the Services to the Customer or such other entity as the Customer may specify; and

35.6.2 minimal disruption or inconvenience to the Customer

in accordance with the provisions of this Clause 35 and to give effect to the terms of the Set Aside Order or the Public Procurement Termination Event.

35.7 Upon agreement, or determination by the Customer, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.

35.8 The Customer will pay the Supplier's reasonable costs in assisting the Customer in preparing, agreeing and complying with the Cessation Plan. Such costs will be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Customer. Provided that the Customer will not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the cessation and early termination of this Contract pursuant to this Clause 35.

36. **Survival**

The provisions of Clauses 1, 4.5, 8.5, 9.1.1.4, 11.1, 11.6, 14.1.10, 14.2, 19.2, 19.4, 19.5, 19.5-29 (inclusive), 31.7, 32.5, 34-38 (inclusive), 39-48 (inclusive), and any other Clauses or Schedules that are necessary to give effect to those Clauses will survive termination or expiry of this Contract. In addition, any other provision of this Contract which by its nature or implication is required to survive the termination or expiry of this Contract will do so.

37. **Rights of Third Parties**

37.1 Any of the Customer's Group Companies or any Games Body has the right to enforce any term of this Contract that confers a right or benefit upon them in accordance in with the Contracts (Rights of Third Parties) Act 1999.

37.2 Save as set out in Clause 37.1, the Parties hereby declare that no term of this Contract is intended to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is intended to be enforceable by any third party.

37.3 The Parties to this Contract may vary or rescind this Contract without the consent of the Customer's Group Companies or any Games Body.

38. **Contract Variation**

Save where the Customer may require an amendment to the Services under Clause 33.9, this Contract may only be varied or amended by the written agreement of the duly authorised representatives of both Parties. The details of any variations or amendments will be set out in such form as the Customer may dictate (which may be substantially in the form set out in Schedule 5) and will not be binding upon the Parties unless completed in accordance with such form of variation.

39. **Non-Waiver of Rights**

A delay in exercising or failure to exercise a right or remedy under or in connection with this Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the Party giving it (and communicated to the other Party in writing in accordance with the provisions of Clause 41) and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

40. **Illegality and Severability**

Subject to Clause 35, if any term of this Contract (in whole or in part) is held invalid, illegal, unlawful, void or unenforceable for any reason by any court or body or authority of competent jurisdiction, such term will be severed from this Contract and the remaining provisions will continue in full force and effect as if this Contract had been executed without the invalid, illegal, unlawful, void or unenforceable provision. In the event that in the Customer's reasonable opinion such term is so fundamental as to prevent the accomplishment of the purpose of this Contract, the Customer and the Supplier will immediately commence good faith negotiations to remedy such invalidity.

41. **Notices**

41.1 Subject to Clauses 41.5 and **41.6**, any notice given under or in connection with this Contract will be in the English language, marked for the attention of the specified representative of the Party to be given the notice and:

41.1.1 sent to that Party's address by pre-paid first class post or mail delivery service providing proof of delivery;

41.1.2 delivered to or left at that Party's address (but not, in either case, by one of the methods set out in Clause 41.1.1); or

41.1.3 sent by e-mail to that Party's e-mail address.

The address, e-mail address and representative for each Party are set out in Paragraph 7 of Schedule 1 and may be changed by that Party giving at least five (5) Business Days' notice in accordance with this Clause 41.1.

41.2 Any notice given in accordance with Clause 41.1 will be deemed to have been served:

41.2.1 if given by first class post or mail delivery service, in each case as set out in Clause 41.1.1, at 9.00am on the second Business Day after the date of posting;

41.2.2 if given as set out in Clause 41.1.2, at the time the notice is delivered to or left at that Party's address; and

41.2.3 if given as set out in Clause 41.1.3, at the time of sending the e-mail;

provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

- 41.3 If a notice is given in accordance with Clause 41.1.3 the title to the e-mail will begin with the words "Service of Notice" and a copy of the notice will be sent to the receiving Party's address (as set out in or changed in accordance with Clause 41.1) by pre-paid first class post or mail delivery service providing proof of delivery within twenty-four (24) hours after sending the e-mail. The requirement set out in this Clause 41.3 is not a condition to valid service of the relevant notice by e-mail.
- 41.4 To prove service of a notice it will be sufficient to prove that the provisions of Clause 41.1 were complied with.
- 41.5 This Clause 41 will not apply to notices given under any Clause which contains its own procedure for the giving or sending of notices.
- 41.6 This Clause 41 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

42. **Entire Agreement**

42.1 Subject to Clause 42.2:

42.1.1 this Contract and all documents referred to in this Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Contract and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Contract by a statement which this Contract does not contain; and

42.1.2 without prejudice to the Supplier's obligations under this Contract, the Supplier is responsible for and will make no claim against the Customer in respect of any misunderstanding affecting the basis of the Supplier's tender in respect of this Contract or any incorrect or incomplete information howsoever obtained.

42.2 Nothing in this Clause 42 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.

43. **Counterparts**

This Contract may be executed in any number of counterparts or duplicates, each of which will be an original, and such counterparts or duplicates will together constitute one and the same agreement.

44. **Relationship of the Parties**

Nothing in this Contract and no action taken by the Parties in connection with it constitutes, or will create, a partnership or joint venture or relationship of employer and employee between the Parties. Except as expressly provided in this Contract, nothing in this Contract will give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

45. **Independent Contractors**

Each Party agrees that it is an independent contractor and is entering into this Contract as principal and not as agent for or for the benefit of any other person.

46. **Cumulative Remedies**

Save as otherwise expressly provided in this Contract, the rights and remedies set out in this Contract are in addition to and not exclusive of any rights and remedies provided by law.

47. **Further Assurance**

Each Party will do or procure the doing of all acts and things and execute or procure the execution of all such documents as the other Party reasonably considers necessary to give full effect to the provisions of this Contract (including the rights given under it).

48. **Governing Law and Jurisdiction**

48.1 This Contract and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the law of England and Wales.

48.2 The courts of England and Wales will have exclusive jurisdiction to determine any dispute which may arise out of or in connection with this Contract (including in relation to any non-contractual obligations).

SCHEDULE 1

KEY CONTRACT INFORMATION

1. **Commencement:**

1.1 Contract Commencement Date: 15/09/2025

1.2 Service Commencement Date: The same date as the Contract Commencement Date

2. **Term**

2.1 Initial Term: A period of 8 years starting on the Contract Commencement Date (subject to Clause 2)

3. **Lot**

Lot 1 – Crowd Safety Services

Lot 3 – Response Teams

4. **Payment Period** (see Clause 8.1):

The Supplier shall issue to the Customer:

- a valid invoice four (4) Business Days after the end of each event at which it has provided Services in accordance with this Contract; and
- a detailed statement of all invoices issued during the preceding month and any other supporting information reasonably required by the Customer (a "**Monthly Statement**") four (4) Business Days after the end of each month.

5. **Contract Managers**

5.1 Details of the Customer's Contract Manager

Name: Andy Fraser

Email: Andy.Fraser@londonstadium185.com

5.2 Details of the Supplier's Contract Manager

Name:

Address:

Email:

6. **Insurance:**

Type of Insurance	Amount of Insurance per claim, occurrence or event
Employers' liability	£10,000,000
Public liability to cover injury and loss to third parties	£10,000,000

7. **Address for service of notices** in accordance with Clause 41:

For the Customer:

For the Attention of: London Stadium Procurement Team

Address: Queen Elizabeth Olympic Park, London, E20 2ST

Email: procurement@londonstadium185.com

For the Supplier:

For the Attention of:

Address:

Email:

8. Category of Terms: Services

SCHEDULE 2

SPECIFICATION

Part 1 Services Specification

London Stadium will provide a list of events (as soon as dates are officially known) to be held at London Stadium to successful bidders, to support on ensuring an adequate allocation in line with the requirements of your allocation of Crowd Safety Services for each event.

Please note:

Your place on the framework will not guarantee any minimum or maximum number or ranges of shifts for events held at the stadium.

If a person from an organisation forms a new standalone company during the contract period, this company will not be considered and will need to apply for their place on the framework at the next opening date of the framework.

General Duties for Crowd Safety Services:

- 2.1 Access control, ticket and accreditation checking: Controlling entrance to and exit from the premises, ensuring that only authorised persons (as per the Operators general accreditation requirement or event specific as the case may be) are allowed access.
- 2.2 Use of Scanner wands to search all members of the public coming into the venue. Due to the scanner wand not requiring contact with individuals, all persons will be scanned including children. LS185 reserve the right to undertake different search methods including pat downs as required.
- 2.3 Conducting observed self-searches of all bags (Or physical searches if required) entering the venue to ensure no restricted or prohibited items are allowed into the premises.
- 2.4 Crowd management: Ensuring that the premises are kept free from congestion by moving guests away from bottlenecks and places of potential hazard.
- 2.5 Field of Play /Pitch Area Protection: Ensuring that only accredited and authorised persons are given access to the field of play/ Pitch Area.
- 2.6 Seating Stewarding: Aiding guests entering and leaving the seating bowl and ensure that the seating bowl is correctly occupied.
- 2.7 Static Guarding: Providing a presence whenever required at a single position within the premises/ even operation areas to establish a physical guarding requirement at any location where it exists.

2.8 Asset Protection: Carrying out the physical protection of any assets contained within the area of operation and covered by the exigencies of this agreement to ensure that they are not subjected to malice, mischief or theft.

2.9 Patrolling Duties: Carrying out patrolling duties within and outside the premises permitter to deter unauthorised entry and to detect signs of damage, fire or unauthorised entry to the buildings, installations and the perimeter fences of the premises.

General Duties for Response Teams:

2.1 Static Guarding: Providing a presence whenever required at a single position within the premises in order to establish a physical guarding requirement at any location where it exists.

2.2 Asset Protection: Carrying out the physical protection of any assets contained within the area of operation and covered by the exigencies of this agreement to ensure that they are not subjected to malice, mischief or theft.

2.3 Patrolling Duties: Carrying out patrolling duties within and outside the premises permitter to deter unauthorised entry and to detect signs of damage, fire or unauthorised entry to the buildings, installations and the perimeter fences of the premises.

Role Specific tasks:

2.4 The services provider will be supplied with their indicative staffing requirement for events at the premises, giving detailed forecast of staff numbers available by role type, which may include (without limitation) one or more of the following positions:

Lot 1 – Crowd Safety Services Job Descriptions

Role*	Role Profile Document
<i>Company Administration (Company Representative)</i>	 Company Rep.docx
<i>Deputy Crowd Safety Manager</i>	 Deputy Crowd Safety M.docx
<i>Quadrant Manager</i>	 Quadrant Manager.docx

<i>Zone Manager</i>	 Zone Manager.docx
<i>Senior Supervisor</i>	 Senior Supervisor.docx
<i>Supervisor</i>	 Supervisor.docx
<i>Security Steward (SIA)</i>	 Security Steward -SIA.docx
<i>Safety Steward</i>	 Safety Steward.docx

*Role requirements and shift patterns are subject to event.

Lot 3 – Response Teams

Role*	Description
<i>Company Administration (Company Representative)</i>	 Company Rep.docx
<i>Incident Response Team Co-ordinator</i>	 IRT Co-ordinator.docx
<i>Incident Response Team Supervisor</i>	 IRT Supervisor.docx
<i>Incident Response Team Security (SIA)</i>	 IRT SIA.docx

*Role requirements and shift patterns are subject to event.

2.1 Please note that the above job descriptions and job titles are subject to reviews throughout the life of the contract and may vary.

2.2 Please note that if the Green Guide stipulates new qualifications, the job descriptions will be updated to reflect this, and it is expected that staff in those roles adhere to updates as per the Green Guide.

2.3 Please note if the Safety Certificate requires any updates to the above job roles or job descriptions, we expect staff to adhere.

Service Provider Expectations:

- 2.4 When nominating staff availability for any role of Senior Supervisor or above, individual names shall be supplied by the Services provider with a brief synopsis of that person's role specific experience and qualifications.
- 2.5 The service provider shall demonstrate their ability to ensure that all staff transport requirements can be met to ensure that event staff arrive at the premises in sufficient times to undertake their duties.
- 2.6 The services provider shall input all relevant staff details and keep such detailed updated at all times onto the online booking platform including, without limitation, training records and qualifications.
- 2.7 It is expected that the named supplier is providing the crowd safety staff and in attendance at all events that require a Crowd safety service. In the scenario of the named supplier not being available to fulfil its requirement of numbers for the event, it is the responsibility of the supplier to nominate an acceptable suitably qualified and experienced subcontractor, named in advance of the event, which will be signed off by the Safety Officer to confirm acceptance of the nomination. Sub-contractors will be limited to 2 sub-contractors per supplier.
- 2.8 Please note that agencies have the right to book in personnel as backups, who may or may not be used. Any fees for unused reserve personnel should not be at the expense of London Stadium.
- 2.9 Service Providers should not show processes of internal operations of the stadium on any Social Media platforms. All workers are expected to act in a professional manner and not take photos of internal locations in the venue or take selfies with players etc.

SCHEDULE 3
SERVICE LEVELS

1. **DEFINITIONS**

In this Schedule, the following definitions shall apply:-

"Annual Service Credit Cap"	means six thousand pounds (£6,000)
"Catastrophic Failure"	means (a) material failure which results in the Site being completely unavailable for operation due to the Supplier not fulfilling its obligations under this Contract, including loss of any of the Operating Licenses and any serious health and safety incident which brings the name of the Grantor or the Customer into disrepute; (b) a failure of the same KPI 6 times within a 12 month period; or (c) a failure to deliver the Remediation Plan.
"KPIs"	means the KPIs set out in Part 2;
"KPI Failure"	means a Type 1 KPI Failure, a Type 2 KPI Failure, a Type 3 KPI Failure or a Type 4 KPI Failure as the case may be
"KPI Failure Type"	means the KPI failure type in respect of each KPI, as set out in Part 2
"KPI Target"	means the KPI target in respect of each KPI, as set out in Part 2
"Normal Working Hours"	means 07:00 to 19:00 on a relevant day
"Police or Public Order Incident"	means any breach of the Public Order Act 1986 or any other criminal incident
"Service Credit"	means the adjustment to the Annual Covered Fixed Costs made on the occurrence of a KPI Failure in accordance with paragraph 3 and Part 2
"Type 1 KPI Failure"	means a Catastrophic Failure
"Type 2 KPI Failure"	means a failure to achieve a KPI Target that is designated as such in Part 2
"Type 3 KPI Failure"	means a failure to achieve a KPI Target that is designated as such in Part 2
"Type 4 KPI Failure"	means a failure to achieve a KPI Target that is designated as such in Part 2
"Warning Notice"	means a notice issued by the Customer following KPI Failures in accordance with paragraph Part 2

2. **KEY PERFORMANCE INDICATIONS**

- 2.1. Part 2 sets out the KPIs, KPI Targets and KPI Failures in relation to the Services and which the Parties have agreed shall apply to the Supplier under this Contract.
- 2.2. The Customer shall monitor the Supplier's performance against each KPI in accordance with Part 2 of this Schedule. The Customer's records shall be determinative in judging compliance with the KPIs.
- 2.3. Service Credits shall accrue for any KPI Failure shall be calculated in accordance with paragraph 3, Part 1 and Part 2.

3. **Service Credits**

- 3.1. If the level of performance of the Supplier during a month achieves the KPI Target in respect of a KPI, no Service Credits shall accrue in respect of that Key Performance Indicator.
- 3.2. If the level of performance of the Supplier is below the KPI Target in respect of a KPI, Service Credits shall accrue in respect of that KPI as set out in paragraph 2.3.
- 3.3. The Customer shall deduct Service Credits from the payment of the Fees of the Supplier.
- 3.4. Service Credits are stated exclusive of VAT.

4. **Type 1 KPI Failures**

- 4.1. The Supplier shall give the Customer written notice of each Type 1 KPI Failure as soon as possible and in any event within twelve (12) hours of the occurrence of the Type 1 KPI Failure.
- 4.2. A Type 1 KPI Failure shall entitle the Customer to terminate this Contract with immediate effect, unless the Parties agree (each acting reasonably) a remediation plan (which may, amongst other things, include a reduction in the Services) and such remediation plan is implemented such that the Stadium is available for provision of the Services or the Type 1 KPI Failure has otherwise been mitigated to the reasonable satisfaction of the Customer (acting reasonably). The Parties agree to co-operate and act promptly having regard to the available timeframe for remediation.
- 4.3. No Warning Notice will be issued in respect of a Type 1 KPI Failure.

5. **Warning Notices**

- 5.1. The Customer may issue a Warning Notice to the Supplier in the following situations:-
 - 5.1.1. If a Type 2 KPI Failure or Type 3 KPI Failure occurs; or
 - 5.1.2. If six (6) or more Type 4 KPI Failures occur within a consecutive three (3) month period starting from where the first Type 4 KPI Failure occurs.

5.2. If three (3) Type 4 KPI Failures occur within a consecutive twelve (12) month period starting from when the first Type 4 KPI Failure occurs then this will be treated as a Type 3 KPI Failure.

5.3. Each Warning Notice shall identify the KPI Failure Type in question including where paragraph 5.2 applies the relevant Type 3 or Type 4 KPI Failures (as the case may be) that have previously arisen. The Customer shall issue a Warning Notice as soon as practicable following the occurrence of the relevant KPI Failure.

6. **Rectification Plan**

6.1. Immediately following the issue of a Warning Notice (in addition to Service Credits accruing in accordance with paragraph 3 above), the Supplier shall submit a draft rectification plan to the Customer for it to review as soon as possible and in any event within five (5) Business Days (or such other period as may be agreed between the Parties) after issue of the Warning Notice.

6.2. The draft rectification plan shall:

6.2.1. have regard to the multi-functional use and nature of the Stadium;

6.2.2. set out full details of the issues or KPI Failures giving rise to the Warning Notice, including, so far as practicable, an analysis of the probable reasons for the KPI Failure;

6.2.3. set out the actual or anticipated effect of the KPI Failure; and

6.2.4. set out the steps which the Supplier proposes to take to rectify such KPI Failures and to prevent their recurrence (including, where necessary, the deployment of additional personnel, resources and equipment) and timescales for such rectification and steps (where applicable).

6.3. The Supplier shall promptly provide to the Customer any further documentation that the Customer reasonably requires to assess the Supplier's analysis of the reasons for the KPI Failure.

6.4. The Customer shall notify the Supplier whether it consents (acting reasonably) to the draft rectification plan within fifteen (15) Business Days of receiving the draft rectification plan or any documentation requested pursuant to paragraph 6.3. If the Customer rejects the draft rectification plan, the Customer shall give reasons for its decision and the Supplier shall take the reasons into account in the preparation of a revised rectification plan. The Supplier shall submit the revised draft of the rectification plan to the Customer for review

within seven (7) Business Days (or such other period as agreed between the Parties) of the Customer's notice rejecting the first draft.

- 6.5. If the Customer consents to the rectification plan the Supplier shall immediately commence the implementation of the rectification plan.

7. **Termination Rights**

- 7.1. The Customer may terminate this Contract by giving notice in writing if:

7.1.1. Subject to paragraph 3 there is a Type 1 KPI failure;

7.1.2. The Annual Service Credit Cap is exceeded; or

7.1.3. the Customer has issued three (3) or more Warning Notices in any consecutive twelve (12) month period (excluding any Warning Notices in respect of a KPI Failure which has already been the subject of a Warning Notice and in respect of which the Customer and the Supplier are agreeing or have agreed a rectification plan pursuant to paragraph 0).

- 7.2. The notice will state the date, not less than two (2) months and not more than eight (8) months from the date of such termination notice, upon which the termination will take effect.

PART 1

SERVICE CREDITS

The following KPIs will constitute a failure resulting in payments if they occur three times within three months and have not improved at the subsequent performance meeting.

KPI Failure Type	Service Credit per KPI Failure
Type 1 KPI Failure	Contract termination/ Reduction in shifts offered; This would be if the same KPI is failed 6 consecutive times within a 12-month period, or if there is no improvement following a rectification plan.
Type 2 KPI Failure	five per cent (5%) of the Payments due to the Services Provider
Type 3 KPI Failure	three per cent (3%) of the Payments due to the Services Provider
Type 4 KPI Failure	two per cent (2%) of the Payments due to the Services Provider

PART 2

KPIs AND KPI TARGETS

The Supplier's performance will be measured against the KPIs set out in the table below, on the basis of timely and accurate delivery of the Services, added value and team working ability.

The KPIs shall be scored and weighted according to the risk to the Customer. The resulting score shall be shown as a percentage of the maximum points available.

KPI 1	Compliance with London Living Wage
KPI Target	<i>Successful implementation of London Living Wage updates within the timeframe indicated for supplier and sub-contractor, at a success rate of 99%.</i>
Data Source	Measurement: <i>Copies of payslips will be requested as a minimum once a year from a random pool of staff. Redacted contracts may also be requested.</i> Requests for payslips and the KPI compliance will apply to all sub-contractors.
KPI Failure Type	<i>Type 2 KPI Failure, with a service credit of 5% of the payments due to the Service Provider per failure.</i>

KPI 2	Staffing Numbers
KPI Target	<i>Compliance with the allocation of staffing numbers for events, at a success rate of 95%.</i>
Data Source	Measurement: <i>Confirm 5 working days ahead of event numbers. Released allocation and taken up using Venue Aware/ Staffing booking system.</i>
KPI Failure Type	<i>Type 3 KPI Failure, with a service credit of 3% of the payments due to the Service Provider per failure.</i>

KPI 3	Incident and Event Debrief Reporting
KPI Target	<i>Provision of incident reports and event de-briefs provided within 5 working days of event at a success rate of 99%.</i>
Data Source	Measurement: <i>Incident report listing what incidences took place, witness statements (if required) location, persons involved and resolution.</i>
KPI Failure Type	<i>Type 2 KPI Failure, with a service credit of 5% of the payments due to the Service Provider per failure.</i>

KPI 4	Provision of Training Records
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KPI Target	<i>Provide training records for staff to demonstrate those working at the stadium have the appropriate training completed to provide the service at a success rate of 99%.</i>
Data Source	Measurement: <i>Copies of certification uploaded onto Venue Aware on a case-by-case basis.</i>
KPI Failure Type	<i>Type 4 KPI Failure, with a service credit of 2% of the payments due to the Service Provider per failure.</i>

KPI 5	Subcontracting Standards
KPI Target	<i>Compliance with informing London Stadium of any subcontractors to be used, ahead of the subcontractor being on site and ensuring they are compliant with LLW rates for employees at a success rate of 99%.</i>
Data Source	Measurement: <i>Reports submitted 5 working days ahead of event detailing staffing source i.e. internal or subcontracted.</i>
KPI Failure Type	<i>Type 4 KPI Failure, with a service credit of 2% of the payments due to the Service Provider per failure.</i>

KPI 6	Performance Standards
KPI Target	<i>Compliance with all standards set out in the specification/ stewarding handbook at a success rate of 98%</i>
Data Source	Measurement: <i>No flags on the issues log of low standards reported by LS185 staff.</i>
KPI Failure Type	<i>Type 3 KPI Failure, with a service credit of 3% of the payments due to the Service Provider per failure.</i>

KPI 7	Social Value
KPI Target	<i>Provision of an annual report summarising the metrics on;</i> <i>% of the overall workforce that is a permanent resident of local boroughs Hackney, Newham, Tower Hamlets and Waltham Forest</i> <i>% of the overall workforce that are women</i> <i>% of the overall workforce that are of a BAME background</i> <i>% of the overall workforce that are registered disabled</i>
Data Source	Measurement: <i>Report providing metrics that meet or exceed the targets.</i>
KPI Failure Type	<i>Type 3 KPI Failure, with a service credit of 3% of the payments due to the Service Provider per failure.</i>

SCHEDULE 4

CHARGES

Lot 1 Crowd Safety Services

Position	Unit	Rate
Deputy Crowd Safety Manager	Day	£350
Company Representative	Day	£200
Quadrant Manager	Day	£350
Zone Manager	Day	£350
Senior Supervisor	Hour	£26
Supervisor	Hour	£23.12
Safety Steward	Hour	£19.70
Security Steward (SIA)	Hour	£20.31

Lot 3 Response Teams

Position	Unit	Rate
Company Representative	Day	£200
Incident Response Team Coordinator	Day	£300
Incident Response Team Supervisor	Hour	£23.12
Incident Response Team Security (SIA)	Hour	£20.87

Rates are paid at double the amount on Boxing Day and New Year's Day only.

Please note that if subcontractors are used, it is required/ mandatory that they also follow London Living Wage (LLW) policies and audits will be undertaken to ensure this is followed.

London Stadium will not pay members of staff:

- If staff are found to have gone AWOL,
- Are unresponsive to radio calls
- Cannot be detected in the stadium or surround island area
- Are not performing duties as requested
- Abuse a member of the public or staff
- Smoke/ Vape outside of designated smoking areas
- Failure to document in the standard operating procedure that results in London Stadium reputational/ legal disputes

Body worn cameras and holder may also be provided for specific, nominated positions and for use by trained staff only. Failure to use the camera in accordance with the Customer's instructions will result in an administration charge.

We may on occasion, if an individual/ agency representative repeatedly loses their accreditation pass/ ID Card charge an administration fee of £10.

SUPPLIER TERMS

All invoices submitted by the Supplier must include the following:

- **Invoice Number:** Every invoice must have a unique invoice number, VAT registration number and be submitted as a pdf. The invoice number will be included on the Customer's payment instruction to the Supplier's bank to assist the Supplier in identifying the corresponding transaction.
- **Purchase Order Number:** A "PO Number" is compulsory on any Invoice or communication relating to payments. The Customer will not process any invoices without PO numbers. If an invoice is submitted without a PO Number, the invoice will be rejected. If the Supplier is not given a PO Number, it will have no entitlement to submit an invoice for Services.
- **Details:** Invoices must contain clear details of the Services provided including the event to which the invoice relates, the number of Supplier's Personnel and their roles for the event and the number of hours worked per person and the appropriate hourly rate. For example, if the Services relate to a football match, please ensure that the event in question is clearly stated on the Invoice – e.g. West Ham vs Liverpool, along with the fixture date and other relevant details regarding the Services provided.
- **Bank Details:** The Supplier's bank details must be clearly displayed on the invoice. The absence of this could cause the invoice to be invalid and/or significant delays in processing time.

Additional Information

- **Where to send Invoices:** Invoices should be sent electronically to: finance@londonstadium185.com and not to individual team members.
- **Adjustments to Purchase Orders:** In the event of a Variation where more Services are requested, an additional PO Number will be provided. This must be stated clearly on the invoice and both PO Numbers must be provided against each corresponding item line in the invoice, showing the original order and any additional services required. Separate invoices will also be accepted. The Customer will not accept two or more separate invoices that relate to the same PO Number.
- **New Supplier:** New suppliers must request a new supplier form from the Customer (to include Swift/BIC and IBAN number). No invoices will be processed without the Supplier having been set up on the system.
- **Remittance advices:** LS185 does not provide a remittance advice.
- **Invoices should clearly state:**
 - The event the invoice is for
 - Specific roles and the number of roles for the event, e.g. General SIA/ Manager/ Safety Steward etc.
 - The specific hours worked per General SIA/ Manager/ Safety Steward etc, with the hourly rate of pay noted.

SCHEDULE 5
FORM OF VARIATION

Contract Parties: *[to be inserted]*

Contract Number: *[to be inserted]*

Variation Number: *[to be inserted]*

Customer Contact Telephone: *[to be inserted]*

Date: *[to be inserted]*

AUTHORITY FOR VARIATION TO CONTRACT (AVC)

Pursuant to Clause 38 of this Contract, authority is given for the variation to the Services and the Charges as detailed below. The duplicate copy of this form must be signed by or on behalf of the Supplier and returned to the Contract Manager as an acceptance by the Supplier of the variation shown below.

DETAILS OF VARIATION	AMOUNT (£)
<i>[INSERT]</i>	<i>[INSERT]</i>
ALLOWANCE TO THE CUSTOMER	<i>[INSERT]</i>
EXTRA COST TO THE CUSTOMER	<i>[INSERT]</i>
TOTAL	<i>[INSERT]</i>

..... (print name)

For the Customer (signed)

ACCEPTANCE BY THE SUPPLIER	
Date	Signed

SCHEDULE 6

MINIMUM STANDARDS AND DRESS CODE

The Supplier shall ensure that all the Supplier's Personnel meet the following minimum acceptable standards:

- Proven communication skills, both spoken and written English;
- Supplier's Personnel shall hold current UK residency and/or the right to work in the UK
- For specific roles, a minimum training standard as prepared at the time.
- All Supplier's Personnel must read and be familiar with the Crowd Safety Handbook once provided as a mandatory requirement and sign to confirm compliance. Supplier's Personnel will be audited and randomly tested on this.
- Supplier's Personnel must behave appropriately – any Supplier's Personnel caught engaging in criminal acts – including theft, staff stealing, celebrating goals or otherwise behaving inappropriately will be removed from the Stadium and the Online Booking System for future events.
- Whilst on duty, the Supplier's Personnel must:
 - o be responsive to radio calls at all times;
 - o perform their duties in accordance with the terms of this Contract;
 - o detected in the appropriate location for the Services being provided;
 - o treat all other staff, spectators and other people at the Customer's Premises with politeness and respect;
 - o be present for the entirety of their shift.

The Supplier shall ensure that all the Supplier's Personnel shall wear the correct uniform whilst on duty. The uniform shall include, unless otherwise advised by the Customer:

- Black trousers (not jeans, jogging bottoms or combat trousers)
- White shirt with collar
- Black / dark grey socks
- Smart, supportive black shoes (no trainers)
- Plain black jacket (no hooded jumpers)
- No face masks/coverings
- Black beanie hats with no logo (including no supplier logos) are acceptable
- No headgear (e.g. fedora, snoods, ski mask) unless headwear is worn for religious purposes or is pre-agreed by the Customer.
- Notepad and pen

Please note:

- If jackets or clothing worn have company logos, these will need to be covered with black tape.
- High vis jackets / tabards shall be provided by London Stadium and must be worn for the period of the event and once issued which must be returned in good order at the end of event.
- In the event of rain, the Customer will provide staff with ponchos if available.
- Body worn cameras and holder may also be provided for specific, nominated positions and for use by trained staff only. Failure to use the camera in accordance with the Customer's instructions will result in an administration charge.
- We may on occasion, if an individual/ agency representative repeatedly loses their accreditation pass/ ID Card charge an administration fee of £10.
- Any equipment that is lost or damaged, we reserve the right to charge up to the full retail value to replace said item.

The Supplier shall provide sufficient personal operation equipment and/or private personal equipment to enable selected Supplier's Personnel to function efficiently at all times and to deliver the Services. Such items of equipment shall include without limitation:

- Utility belt
- Torch and holder for specific, nominated positions.

THIS CONTRACT has been signed for and on behalf of the Parties the day and year written above.

Signed by)
for and on behalf of)
LONDON STADIUM 185 LIMITED)

Signature: Graham Gilmore
Graham Gilmore (Sep 4, 2025 15:20:09 GMT+1)
Print name and position: CEO
Date: 04/09/2025

Signed by)
for and on behalf of)
APA EVENTS AND SECURITY LIMITED)

Signature: Jaspal Dhanjal
Jaspal Dhanjal (Sep 9, 2025 17:31:50 GMT+1)
Print name and position: Jaspal Dhanjal/ DIRECTOR
Date: 09/09/2025

PROTECT – Commercial

APA. LS185 Crowd Safety Services Agreement L1.L3

Final Audit Report

2025-09-09

Created:	2025-09-04
By:	Lauren Francis (lauren.francis@londonstadium185.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1zuGUVhbBEQJf4xgq2qzM7_y21Ehj2ia

"APA. LS185 Crowd Safety Services Agreement L1.L3" History

-  Document created by Lauren Francis (lauren.francis@londonstadium185.com)
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