



ONGO HOMES LTD & SUBSIDIARIES

CONTRACT FOR SERVICES

INCORPORATING

STANDARD CONDITIONS

CONTRACT FOR SERVICES

This Contract:

- (A) is made between the Contractor and the Client (each a “Party” and together the “Parties”) as named in the Purchase Order and
- (B) includes in the following order of priority in the event of any conflict between their respective terms:
- (i) the Purchase Order / Contract Schedule in Schedule 1
 - (ii) the Standard Conditions set out in Schedule 2
 - (iii) any Appendices to this Contract and
- (C) is dated on the later of the signature dates below.

Signed by the Parties

Client Name: Ongo Homes Ltd.		Contractor Name: British Bird Control.	
Signature:	<div>Initial</div> <div>JB</div> <div>Signed by:</div> <div>Jordan Barr</div> <div>4802953843CB416...</div>	Signature:	<div>Initial</div> <div>GP</div> <div>Signed by:</div> <div>Gareth Purnell</div> <div>5378D693786B459...</div>
Position:	Head of Maintenance & Building Safety	Position:	MD
Date:	07-Aug-25	Date:	06-Aug-25

SCHEDULE 1 – PURCHASE ORDER / CONTRACT SCHEDULE

Name of Contractor:	British Bird Control Division of CIMEX LECTULARIUS LIMITED 08437150 2 WATER STREET, STAMFORD, PE9 2NJ	Include full name of Contractor and any trading name, registered company or LLP number and service address
Name of Project:	Pigeon Proofing Services	Leave blank if not required
Commencement Date:	15/08/2025	
Contract Period	One year + One year extension at the discretion of Ongo	Delete Duration or End Date as appropriate
Services:	Pigeon Proofing	Specify type and volume required and application
Specification:	[Not applicable]	Delete as appropriate and add Appendices if required (e.g. if there are drawings and a specification and a schedule of works)
Contract Manager:	Hayley Fiteni	
Key Personnel:	NA	
Key Task Response Times:	NA	Leave blank if not required
If staff are to be seconded – specify staff and terms	No	
Amendments to Standard Conditions	No amendments will be made to this contract. The following documents will be included as appendices: Social Values Framework (Appendix 1) Contractors Code of Conduct (Appendix 2) Ongo Standard SLA (Appendix 3) Compensation Policy (Appendix 4) Complaints and Feedback Policy (Appendix 5) Environmental and Sustainability Policy (Appendix 6) Contract Management Framework (Appendix 7)	Confirm with Procurement team before agreeing any amendments. Authorised signatory to approve any amendments.

Price:	Pricing will be determined on a project-by-project basis. A quotation will be provided for each job, and work will proceed only upon approval.	Include any set prices, rates and whether inclusive or exclusive of VAT For any larger schedule of rates and process use an Appendix and refer to it in the Box
Delivery instructions:	As instructed at the time of quotation.	
Insurance:	Employer's liability in the minimum sum of [£5,000,000 (five million pounds)] and public liability insurance in the minimum sum of [£10,000,00 (ten million pounds)] in relation to the Works.'	Specify type and value of insurance Supplier must have
Data Protection (to be completed only when relevant)		
Purpose of processing:	Tenant names and addresses for contacting and appointment making.	
Duration of the processing:	Contract duration	
Types of personal data:	Names Addresses Contact details (telephone / email)	
Categories of data subject:	Personal Data	

SCHEDULE 2 – STANDARD CONDITIONS

CONTENTS

1. INTRODUCTION

PART 1- SERVICE PROVISIONS

2. DEFINITIONS

3. THE SERVICES AND APPLICATION OF CONDITIONS

4. CONTRACT PERIOD

5. INSPECTION OF PREMISES AND NATURE OF SERVICES

6. CONTRACTOR'S INDEPENDENT STATUS

7. QUALITY OF SERVICE

8. ORDERING PROCESS

9. CONTRACT MANAGER

10. CONTRACTOR'S PERSONNEL

11. ACCESS TO CLIENT'S PREMISES

12. MANNER OF CARRYING OUT THE SERVICES

13. TIME OF PERFORMANCE

14. RISK IN AND TITLE TO GOODS

15. FREE ISSUE MATERIALS

PART 2 – PAYMENT PROVISIONS

16. PAYMENT

17. WITHHOLDING OF PAYMENT FOR NON-PERFORMANCE

18. OVERDUE SUMS

19. SET-OFF

20. PAYMENT OF SUB-CONTRACTORS

21. REBATE

PART 3 – TERMINATION PROVISIONS

22. TERMINATION

23. EFFECT OF TERMINATION

PART 4 – INDEMNITY INSURANCE AND LIABILITY PROVISIONS

24. INDEMNITY

25. INSURANCE

26. LIABILITY

27. TUPE

PART 5 - REVIEW

28. BIENNIAL REVIEW

29. CHANGE CONTROL

30. VARIATION

PART 6 – PROTECTION OF INFORMATION

31. CONFIDENTIALITY

32. INTELLECTUAL PROPERTY

33. ACCESS TO INFORMATION

34. DATA PROTECTION

PART 7 – STATUTORY OBLIGATIONS

35. NON-DISCRIMINATION, RIGHT TO WORK AND HUMAN RIGHTS

36. HEALTH AND SAFETY

37. PREVENTION OF BRIBERY

38. PREVENTION OF FACILITATION OF TAX EVASION

39. MODERN SLAVERY

PART 8 – GENERAL

40. AUDIT

41. ASSIGNMENT AND SUB-CONTRACTING

42. DISPUTE RESOLUTION

43. ENTIRE AGREEMENT

44. NOTICES

- 45. GOVERNING LAW
- 46. THIRD PARTY RIGHTS
- 47. NO AGENCY OR PARTNERSHIP
- 48. NON SOLICITATION AND OFFERS OF EMPLOYMENT
- 49. FORCE MAJEURE
- 50. SEVERABILITY
- 51. NO WAIVER
- 52. FURTHER ASSURANCE
- SCHEDULE A TUPE
- SCHEDULE B IR35
- SCHEDULE C PUBLIC HEALTH RESTRICTIONS

1. **INTRODUCTION**

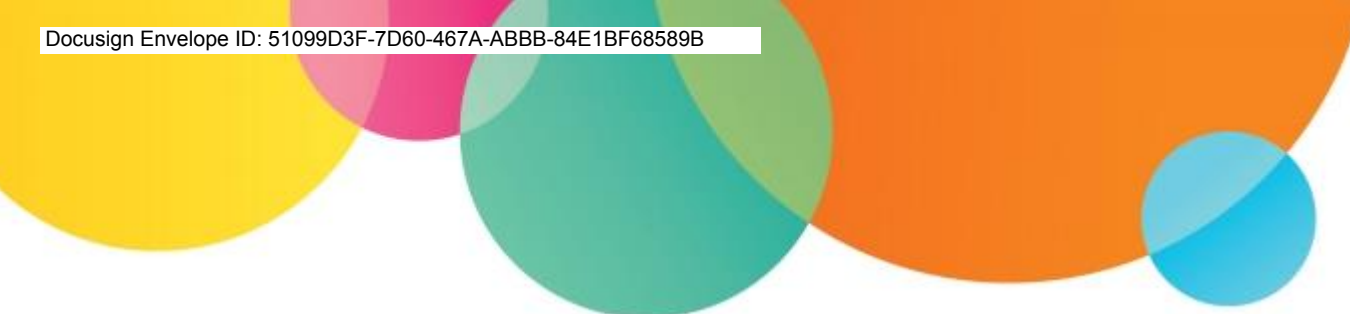
- 1.1. This document contains the terms and conditions ("the Conditions") for the conduct of the business of the Client. It is intended to be used in conjunction with the Purchase Order placed by the Client for the Services described in the Purchase Order. A variation to these Conditions may be set out in the Purchase Order which may be by reference to the relevant tender, Contract or framework agreement and will take effect as if it were set out in the Conditions.

PART 1- SERVICE PROVISIONS

2. **DEFINITIONS**

- 2.1. In these Conditions, unless the context requires otherwise:

"Bribery Act"	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
"Business Day"	means any day other than a Saturday or Sunday or a public or bank holiday in England;
"CFA17"	The Criminal Finances Act 2017 and any subordinate legislation made under it from time to time together with any guidance, policies or codes of practice issued by a competent authority, relevant governmental or regulatory authority concerning it;
"Client"	means Ongo Homes Limited, a charitable Community Benefit Society registered under the Co-operative and Community Benefit Societies Act 2014, with the registered address Ongo House, High Street, Scunthorpe, DN15 6AT, and registered No. 7639 (or such other legal form as the case may be) or any subsidiary of it specified in the Purchase Order and/or other document in the Contract and includes, but is not limited to, successors in title and the Contract Manager who shall similarly be constrained within the terms of the Agreement
"Commencement Date"	means the commencement date stated in the Purchase Order;
"Conditions"	means the terms and conditions for the provision of services set out in this document, including any variation hereto effected under Condition 30 below;
"Contract"	means the contract between the Client and the Contractor consisting of the Purchase Order (including the Specification), these Conditions, and any other



	documents (or parts thereof) specified in the Purchase Order including (but not limited to) the Contract, framework agreement or tender documents;
“Contract Period”	means the period of the Contract as stated in the Purchase Order (including any extension in accordance with Condition 4.2;
“Contract Manager”	means the person named in the Purchase Order as the Contract Manager and any replacement from time-to-time in accordance with Condition 9.2;
“Contractor”	means the person, firm or company to whom the Contract is issued;
“Data Protection Legislation”	has the meaning given to it in Condition 34.1;
“Deliverables”	means the goods and/or outputs of Services to be supplied by the Contractor as specified in the Purchase Order and/or any Further Orders;
“Employees”	means those persons employed by the Contractor prior to the date of this agreement;
“Equipment”	means any equipment forming part of the Deliverables as set out in the Purchase Order (including any part of it);
“Further Order”	means an order for Services to be provided where the Contract is identified in the Purchase Order to be delivered by call off;
“Good Industry Practice”	means the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced Contractor engaged in the supply of Services similar to the Services under the same or similar circumstances as those applicable to the Contract;
“Key Personnel”	means those persons named in the Purchase Order as being key personnel and any replacement from time-to-time under Condition 10.3;
“Law”	means any applicable Act of Parliament, sub-ordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the Royal Prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or

requirements of any regulatory body of which the Contractor is bound to comply;

“Modern Slavery Act”	The Modern Slavery Act 2015 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
“Personnel”	means all persons employed by the Contractor to perform its obligations under the Contract together with the Contractor's servants, agents, voluntary and unpaid workers, subcontractors and representatives used in the performance of its obligations under the Contract;
“Premises”	means the location where the Services are to be performed, as specified in the Purchase Order;
“Prohibited Act”	<p>means any of the following Prohibited Acts:</p> <ul style="list-style-type: none">(a) to directly or indirectly offer, promise or give any person working for or engaged by the Client a financial or other advantage to:<ul style="list-style-type: none">(i) induce that person to perform improperly a relevant function or activity; or(ii) reward that person for improper performance of a relevant function or activity;(d) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;(e) committing any offence:<ul style="list-style-type: none">(i) under the Bribery Act;(ii) under legislation creating offences concerning fraudulent acts;(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Client; or

- (iv) defrauding, attempting to defraud or conspiring to defraud the Client;

"Purchase Order"	means the document issued by the Client detailing the specific core terms agreed between the parties with regard to the Services (which may include but shall not be limited to the price, delivery instructions, Commencement Date, Contract Manager, Key Personnel, Contract Period, the Specification and any other relevant Contract specific details) and which may include such variations as there may be to these Conditions, if any.
"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation, a relevant professional, accreditation or authorisation body, or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification;
"Services"	means the services to be provided as specified in the Purchase Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder;
"Specification"	means the specification included in the Purchase Order setting out the Client's detailed requirements in relation to the Services;
"Substantial Breach"	<p>includes but is not limited to:</p> <ul style="list-style-type: none">(a) non-delivery or inadequate delivery of the Services or any part of the Services for a period of more than 25 calendar days from the date when the Services were due without good reason being provided by the defaulting party within this period; or(b) the Services not being delivered or supplied by the due date where time is of the essence.
"TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246);
"Work"	means any work, written or otherwise, produced as a result of the performance of the Services.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 2.2. In these Conditions unless the context otherwise precludes:
- 2.2.1. words in the singular shall include the plural and in the plural shall include the singular;
 - 2.2.2. words importing persons include firms, companies, societies and corporations and vice versa.
 - 2.2.3. "including", "includes" or "in particular" means including, includes or in particular without limitation;
 - 2.2.4. the reference to one gender shall include a reference to the other genders;
 - 2.2.5. "written" or "writing" does not include faxes and email;
 - 2.2.6. a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision and that statute or subordinate legislation as from time to time amended, re-enacted or replaced;
 - 2.2.7. The headings to the Conditions shall not affect their interpretation.

3. THE SERVICES AND APPLICATION OF CONDITIONS

- 3.1. The Contractor will supply the Services to the Client as described in Purchase Order on the Conditions set out in this Contract.
- 3.2. No other terms and conditions or other contractual provisions produced by the Contractor before or after the date of the Contract shall have effect as between the parties except where expressly agreed in writing by an authorised signatory of the Client.
- 3.3. Where these Conditions are incompatible with any other provisions in the Contract or there is any inconsistency in the requirements of provisions within these Conditions, these Conditions shall be deemed to be varied only where and to the extent that the other provisions require a higher standard of performance from the Contractor than these Conditions and for the avoidance of doubt where these Conditions require a higher standard of performance from the Contractor these Conditions shall take precedence.
- 3.4. “Higher standard of performance” for the purposes of clause 3.2 above means a higher quality of services or goods, a shorter time for delivery, a higher level of insurance or liability for the Contractor or a contractual position otherwise more advantageous for the Client.

4. CONTRACT PERIOD

- 4.1. This Contract shall commence on the Commencement Date and subject to Condition 4.2 shall continue for the Contract Period.
- 4.2. If the Contract Period includes an option to extend and the Client intends to take up the option, the Client will notify the Contractor in writing within the period stated in the Purchase Order prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

- 4.3. Where the Contract is extended pursuant to Condition 4.2, unless agreed in writing by the Client there shall be no amendment to the terms of this Contract during the period of extension save for any reduction in price.

5. INSPECTION OF PREMISES AND NATURE OF SERVICES

- 5.1. The Contractor is deemed to have inspected the Premises before tendering so as to have understood the nature and extent of the Services to be carried out and satisfied himself in relation to all matters connected with the Services and Premises.
- 5.2. Where the Services are to be performed at the Client's Premises, the Client shall, at the request of the Contractor, grant such access as may be reasonable for this purpose.
- 5.3. The Contractor shall:
- 5.3.1. carefully test and inspect any Equipment forming part of the Deliverables prior to its performance of the Services to ensure that it complies with the requirements of the Contract; and
 - 5.3.2. if so requested by the Client, give the Client reasonable advance notice of such tests (which the Client shall be entitled to attend).
- 5.4. The Client reserves the right to call for certificates or test certificates for any Equipment forming part of the Deliverables at any stage of manufacture or assembly. Such certificates shall clearly state the Client's order numbers and any item or equipment numbers. If, as a result of any inspection or test, the Client finds that the Equipment or any items comprised within the Deliverables do not comply with the Contract, or are unlikely to comply with it on completion of manufacture or Performance of the relevant part of the Deliverables, the Client may inform the Contractor, and the Contractor shall take such steps as are necessary to ensure compliance.

6. CONTRACTOR'S INDEPENDENT STATUS

- 6.1. In carrying out the Services the Contractor shall be acting as an independent contractor and not as the agent, partner or employee of the Client. Accordingly:
- 6.1.1. the Contractor shall not (and shall procure that its Personnel do not) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the Client; and
 - 6.1.2. nothing in this Contract shall impose any liability on the Client in respect of any liability incurred by the Contractor to any other person.

7. QUALITY OF SERVICE

- 7.1. Unless otherwise specified, the Services provided by the Contractor shall be carried out:-
- 7.1.1. with the best care, skill and diligence and in any event in accordance with Good Industry Practice; and
 - 7.1.2. in accordance with the Contract and the reasonable instructions of the Client and to the extent that the standard of the Services has not been specified in the Contract, the

Contractor shall agree the relevant standard of the Services prior to the supply of the Services; and

7.1.3. at all times in compliance with the Quality Standards, and where applicable, the Contractor shall maintain accreditation with the relevant Quality Standards authorisation body at all times; and

7.1.4. in a way that the Contractor takes every reasonable precaution to safeguard the Client's property entrusted to the care of the Contractor, the Client's interests and the Client's reputation.

7.2. Where during the course of or as a result of the performance of the Services any Work, goods, materials or supplies are provided under the Contract, these shall be of satisfactory quality and fit for the purpose for which they are intended, and where applicable shall conform with any particulars specified in any Purchase Order.

8. ORDERING PROCESS

8.1. Where this Contract is identified as to be called off by Further Orders in the Purchase Order, the Contractor shall accept Further Orders made in writing by the Client under the provisions of this Condition.

8.2. Except where specified Further Orders are required to call off the Services, the Client gives no guarantees whatsoever as to when any Further Order will be placed during the Contract Period or under the Contract.

8.3. The Further Orders shall state the type of or part of the Services required including the Client's requirements with regard to timescale for delivery of those Services.

9. CONTRACT MANAGER

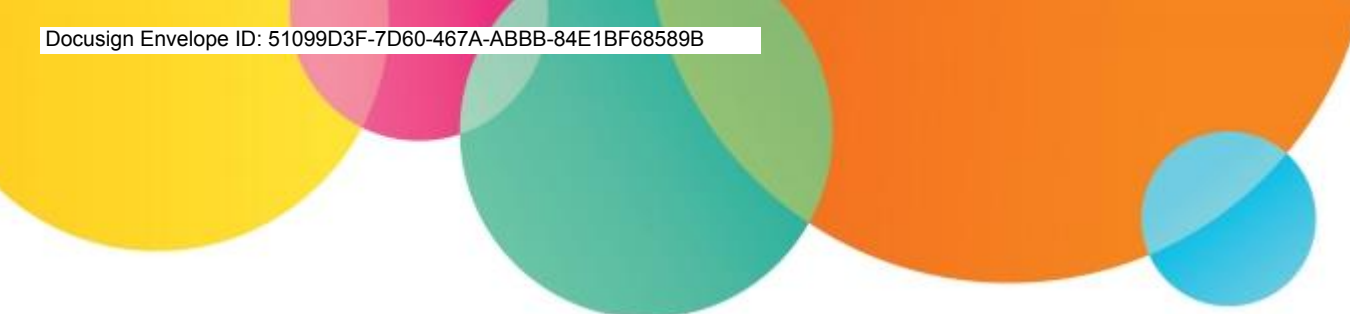
9.1. The Contractor shall employ a suitable skilled, experienced qualified and authorised Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract.

9.2. The Contractor shall give notice in writing to the Client immediately of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Contractor shall give maximum possible notice to the Client before changing its Contract Manager and provide evidence of the suitability of the new Contract Manager.

9.3. If the Contract Manager is not suitably skilled, experienced, qualified and authorised, the Client can require the Contractor to replace the Contract Manager with a different person meeting the requirements of this condition.

10. CONTRACTOR'S PERSONNEL

10.1. The Contractor shall provide to the satisfaction of the Client such appropriately qualified and experienced professional and clerical staff and in sufficient number as shall be necessary for the proper performance of the Services including without limitation any Key Personnel specified in the Purchase Order.

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- 10.2. Key Personnel (if any) shall not be released from providing the Services without the written agreement of the Client, except by reason of:
- 10.2.1. sickness;
 - 10.2.2. maternity leave;
 - 10.2.3. paternity leave;
 - 10.2.4. termination of employment;
 - 10.2.5. request by the Client; or
 - 10.2.6. the element of the Services in respect of which the individual was engaged having been completed to the Client's satisfaction.
- 10.3. Any replacement for the Key Personnel shall be subject to the agreement of the Client not to be unreasonably withheld or delayed and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor.
- 10.4. The Contractor shall ensure that the Personnel providing the Services are properly and sufficiently instructed and supervised with regard to the provision of the Services and in particular:
- 10.4.1. the task or tasks such person has to perform;
 - 10.4.2. all relevant policies, rules, procedures and standards of the Client which have been notified by the Client to the Contractor; and
 - 10.4.3. all relevant rules, procedures and statutory requirements concerning health and safety.
- 10.5. The Contractor shall provide, and shall ensure that its Personnel wear at all times when engaged in the provision of the Services and when on the property or Premises of the Client, such identification (including photographic identification) as may be specified by the Client, and shall ensure that when requested to do so any Employee shall disclose his/her identity and status as an Employee of the Contractor and shall not attempt to avoid so doing.
- 10.6. The Contractor shall replace (at its own cost) any Personnel who the Client reasonably considers to have failed to carry out their duties in accordance with Condition 7.2. Following the removal of any such Personnel for any reason, the Contractor shall make sure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 10.7. Where the Contractor is an intermediary for the purposes of the Income Tax (Earnings and Pensions) Act 2003 the provisions of Schedule B shall apply and where inconsistent with other provisions of these Conditions shall take precedence.
- 11. ACCESS TO CLIENT'S PREMISES**
- 11.1. If and when instructed by the Client, the Contractor shall give to the Client a list of names and addresses of all persons who are or may be at any time concerned with the Services or any part of

them, specifying the capacities in which they are so concerned, and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require.

- 11.2. Access to the Premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the Services concurrently with the execution of work by such others as the Client requires. The Contractor's right of access to the Premises will terminate upon termination of the Contract.
- 11.3. Access to the Premises will be subject to the Contractor's compliance with clause 11.4 and 11.5 and the Client reserves the right to exclude any person from the Premises in the event of an actual or threatened breach of the Conditions or otherwise in its discretion as controller of the Premises.
- 11.4. The Contractor shall take all steps reasonably required by the Client to prevent unauthorised persons being admitted to the Premises.
- 11.5. If the Client gives the Contractor notice that any person is not to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and if required by the Client the Contractor shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.
- 11.6. Any decision of the Client as to whether any person is to be admitted to or is to be removed from the Premises or is not to become involved in or is to be removed from involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required by him under this Condition shall be final and conclusive.
- 11.7. The Contractor shall bear the cost of any notice, instruction or decision of the Client under this Condition.

12. MANNER OF CARRYING OUT THE SERVICES

- 12.1. The Contractor shall make no delivery of materials, plant or other things nor commence any Work on the Premises without obtaining the Client's prior consent.
- 12.2. The Contractor shall cooperate with such others as the Client may reasonably require.
- 12.3. The Client shall have the power at any time during the progress of the Services to order in writing:
 - 12.3.1. the removal from the Premises by the Contractor of any materials which in the opinion of the Client are either hazardous, noxious or not in accordance with the Contract, and/or
 - 12.3.2. the substitution of proper and suitable materials, and/or
 - 12.3.3. the removal and proper re-execution notwithstanding any previous test thereof or interim payment thereof of any Work which in respect of material or workmanship is not in the opinion of the Client in accordance with the Contract.
- 12.4. On completion of the Services the Contractor shall remove any plant, equipment and unused materials and shall clear away from the Premises all rubbish arising out of the Services and leave the Premises in a neat and tidy condition to the satisfaction of the Client.

- 12.5. The Client will allow the Contractor's persons to use any Client's equipment at the Premises as is reasonably required for the purpose of providing the Services subject to compliance with the Client's authorisation process in effect at the relevant time. The Contractor shall use the Client's equipment for the purpose of providing the Services only.
- 12.6. In the event the Contractor does use the Client's equipment it shall indemnify the Client against all and any injury or damage to the equipment or other property or premises of the Client or any third party caused by persons using the equipment with the Contractor's authorisation.

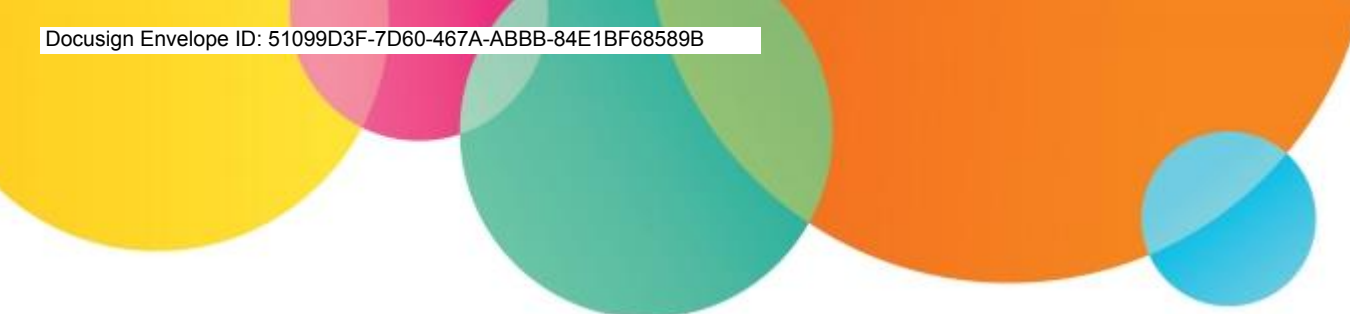
13. TIME OF PERFORMANCE

- 13.1. The Contractor shall begin performing the Services on the date stated in the Purchase Order and shall complete them by the date stated in the Purchase Order or continue to perform them for the period stated in the Purchase Order (whichever is applicable).
- 13.2. The Contractor shall meet any key task response times set out in the Purchase Order and/or the Contract.
- 13.3. Unless expressly stated otherwise in the Purchase Order or Contract documents or necessarily inferred from the context time shall not be of the essence in the performance of the Contract.
- 13.4. The Client may by written notice require the Contractor to execute the Services in such order and by such dates as the Client may specify. In the absence of such notice the Contractor shall submit in writing such detailed programs of work specifying the order of the Services and the dates upon which they will be completed as it may determine and that program shall stand for the purposes of this Condition 13.4 unless modified by written notice provided by the Client as set out herein.
- 13.5. The Client may require progress reports as to the conduct of the Services in such formats and at such intervals as it may from time to time specify and the Contractor shall meet with the Client at times and on dates and at such locations as may be reasonably specified by the Client from time to time.

14. RISK IN AND TITLE TO GOODS

- 14.1. Risk of damage to or loss of any goods provided as part of the Services shall pass to the Client upon the later of delivery to the Premises where Services are being performed or completion of installation, commissioning or any other process forming part of the Services and affecting the goods.
- 14.2. The Client shall be entitled to reject any goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any goods until it has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the goods has become apparent.
- 14.3. Title in any goods provided as part of the Services shall pass to the Client upon delivery, or where payment is made prior to delivery, title shall pass to the Client once the goods have been appropriated to the Contract.

15. FREE ISSUE MATERIALS

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- 15.1. Where the Client for the purpose of the Contract issues materials free of charge to the Contractor such materials shall be and remain the property of the Client.
 - 15.2. The Contractor shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract.
 - 15.3. The Contractor shall notify the Client of any surplus materials remaining after the completion of the Services and shall dispose of them as the Client may direct.
 - 15.4. Waste of such materials arising from bad workmanship or negligence of the Contractor or any of its employee's agent's servants or sub-contractors shall be made good at the Contractor's expense.
 - 15.5. Without prejudice to any other of the rights of the Client, the Contractor shall deliver up such materials whether processed or not to the Client on demand.

PART 2 – PAYMENT PROVISIONS

16. PAYMENT

- 16.1. The Client shall pay to the Contractor such sum as is specified in the Purchase Order or otherwise in the Contract in consideration of the Services rendered by the Contractor.
- 16.2. Unless otherwise stated in the Contract, payment will be made within 30 days of receipt of a valid and undisputed invoice, which shall be submitted in the month following the month in which Services were provided, for work completed to the satisfaction of the Client.
- 16.3. Where the Contractor submits an invoice to the Client in accordance with Condition 16.4, the Client will consider and verify that invoice in a timely fashion.
- 16.4. The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Work completed and it is supported by any other documentation reasonable required by the Client to substantiate the invoice.
- 16.5. The Client may query and verify with the Contractor any invoice that is submitted at any time before the due date for payment and any invoice subject to a query by the Purchaser shall be treated for the purposes of the Contract as disputed until the query is resolved or withdrawn.
- 16.6. The Contractor shall respond in a reasonable time to any queries relating to invoices raised by the Client. Where the Contractor fails to respond in a reasonable time the invoice may not be regarded as valid and undisputed.
- 16.7. Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that provisions having the same effect as Conditions 16.2 – 16.6 are included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid and undisputed invoice.
- 16.8. Where the Client fails to comply with Condition 16.3 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purpose of Condition 16.3 after a reasonable time has passed.

- 16.9. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

17. WITHHOLDING OF PAYMENT FOR NON-PERFORMANCE

- 17.1. The Client reserves the right to withhold payment of the relevant part of the price without payment of interest where the Contractor has either failed to provide the Services at all or has (in the Client's sole opinion) provided the Services inadequately and any invoice relating to such Services will not be paid to the relevant extent unless or until the Services have been performed to the Client's satisfaction.

18. OVERDUE SUMS

- 18.1. Any overdue sums will bear interest from the due date until payment is made in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 from time-to-time.
- 18.2. The Contractor is not entitled to suspend provision of the Services as a result of any overdue sums unless the Contractor is entitled to terminate the contract under Condition 22.5.
- 18.3. The remedies for late payment contained in these Conditions are substantial remedies within the meaning of Part II of the Late Payment of Commercial Debts (Interest) Act 1998 and both Parties to this Contract acknowledge that this term was not imposed on either to the detriment of the other and that the Contractor did not receive any inducement to agree to this term.

19. SET-OFF

- 19.1. The Contractor shall make all payments due to the Client without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Client to the Contractor.
- 19.2. The Client will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Client to the Contractor under the Contract or under any other agreement or contract with the Client or with any department, agency or authority of the Client against any liability of the Contractor to the Client (in either case however arising and whether any such liability is present or future, liquidated or unliquidated).
- 19.3. The Client's rights under this Condition will be without prejudice to any other rights or remedies available to the Client under this Contract or otherwise.

20. PAYMENT OF SUB-CONTRACTORS

- 20.1. Subject to Condition 41 (Assignment and Sub-contracting), where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that provisions having the same effect as Conditions 16.2 – 16.7 of this Contract are included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period of time not exceeding 30 days from the receipt of a valid and undisputed invoice.

21. REBATE

- 21.1. Where the Contractor has offered to the Client a rebate on business received against this Contract, the terms of such rebate will be as set out in the Purchase Order or as otherwise agreed in writing between the parties.
- 21.2. The Contractor will pay the rebate to the Client in accordance with the Purchase Order and if no method is stated the Contractor will take rebates into account in calculating invoices and will show the extent of any rebate on the invoice.

PART 3 – TERMINATION PROVISIONS

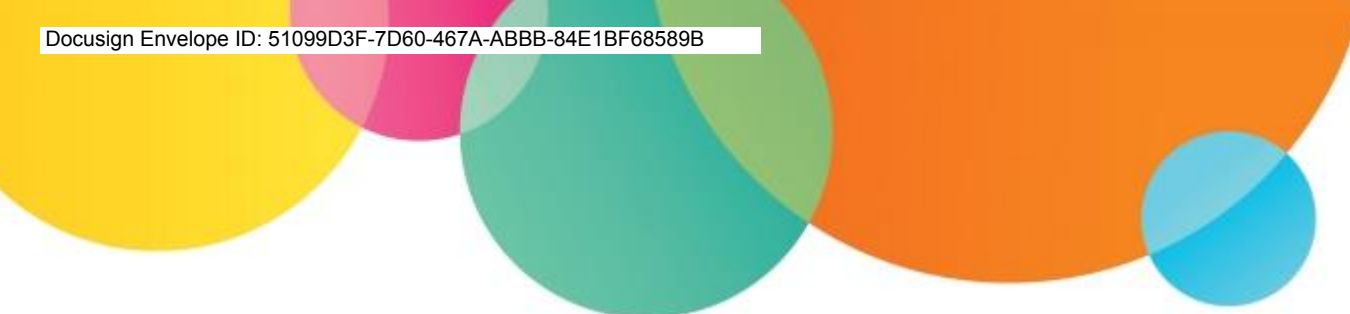
22. TERMINATION

- 22.1. The Client may terminate the Contract immediately upon the occurrence of any of the following events:
 - 22.1.1. where the Contractor is an individual:-
 - (a) if a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor, or he makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs; or
 - (b) if he shall be adjudged lacking mental capacity within the meaning of the Mental Capacity Act 2005; or
 - (c) if the Contractor dies; or
 - 22.1.2. where the Contractor is a partnership within the meaning of the Partnership Act 1890 or a number of persons acting together in any capacity, if any event in 22.1.1 or 22.1.3 of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the contractor to be wound up as an unregistered company; or
 - 22.1.3. where the Contractor is a company, if the company passes a resolution for winding-up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the Court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the Court, or possession is taken of any of its property under the terms of a floating charge; or
 - 22.1.4. where the Contractor ceases or threatens to cease to carry on its business; or
 - 22.1.5. where the Contractor is convicted of a criminal offence; or
 - 22.1.6. where the Contractor has a change in control (as defined by section 1124 of the Corporation Tax Act 2010) or a change in its composition of staffing which the Client reasonably believes will have a substantial impact on the performance of the Contract; or
 - 22.1.7. where the Contractor is guilty of any conduct likely in the reasonable opinion of the Client to bring itself or the Client into serious public disrepute, including upon the occurrence of any breach of the obligations set out in Conditions 34 to 39 inclusive; or

- 22.1.8. where the Contractor is affected by any event or change of status that would have made the Contractor subject to mandatory or discretionary disqualification from the process for the award of the Contract under the Public Contracts Regulations 2015 or the Concession Contracts Regulations 2016;
- 22.1.9. where the Contractor is in breach of any of its obligations under this Contract which in the reasonable opinion of the Client is capable of remedy and which has not been remedied to the satisfaction of the Client within 14 days, or such other reasonable period as may be specified by the Client after issue of a written notice specifying the breach and requesting it to be remedied; or
- 22.1.10. where there is a Substantial Breach by the Contractor of any of its obligations under this Contract which in the reasonable opinion of the Client is incapable of remedy.
- 22.2. Unless otherwise agreed by the parties in writing:
 - 22.2.1. the Contractor shall have the right to terminate the Contract by giving the Client 3 months' written notice to that effect and
 - 22.2.2. the Client reserves the right to terminate the Contract by giving the Contractor written notice to that effect. The notice period shall be at least 2 weeks. The Client may give a longer notice period at its absolute discretion.
- 22.3. The Client reserves the right to terminate the Contract in part in the case of termination under Conditions 22.1.6, 22.1.7, 22.1.8, 22.1.9 or 22.1.10.
- 22.4. Where the Contract is subject to Further Orders (as specified in the Purchase Order), the Client has the right to terminate any individual Further Order or the whole Contract under the provisions of this Condition.
- 22.5. The Contractor may terminate this Contract on giving the Client 21 Working Days written notice where the Client is in breach of Condition 16.2 and the Client has failed to rectify the breach within 10 Working Days of receiving written notice from the Contractor specifying such breach and requesting it to be remedied.

23. EFFECT OF TERMINATION

- 23.1. Upon termination of the Contract in whole or in part without prejudice to any other of its other rights:-
 - 23.1.1. the Client shall be liable to pay to the Contractor only such elements of the price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of termination;
 - 23.1.2. the Client may itself complete any of the Services that remain outstanding upon termination, or have them completed by a third party, and may use for that purpose (making a fair and proper allowance therefore in any payment subsequently made to the Contractor) all materials, plant and equipment on the Premises belonging to the Contractor;

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- 23.1.3. where the Client terminates the Contract pursuant to Condition 22.1 the Client may obtain substitute products from another contractor and recover from the Contractor any costs and expenses reasonably incurred by the Client in obtaining such substitute products in excess of the price of the terminated Contract and the costs of any retendering or re-procurement exercise necessitated by the termination of this Contract; and
 - 23.1.4. to the Client may deduct from any amount due to the Contractor any costs incurred by the Client under Condition 23.1.2. If the total cost of the completion of the Services to the Client exceeds the amount (if any) due to the Contractor under the Contract, the difference shall be recoverable by the Client from the Contractor as a debt.
 - 23.2. Upon termination all materials, copies of information, data, specifications, programs and other documentation provided by the Client to the Contractor shall be returned by the Contractor to the Client. The Contractor shall certify to the Client that it has not retained any copies of materials or other information or data, except for one copy which the Contractor may use for audit purposes only and subject to the confidentiality obligations in Condition 31.
 - 23.3. Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract. For the avoidance of doubt upon any termination of this Contract, the Client shall not be liable to the Contractor for any loss of profit or opportunity, loss of contracts or other costs, losses and/or expenses arising out of or in connection with such termination.
 - 23.4. Termination of the Contract shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Client and shall not affect the continued operation of those Conditions and other terms of the Contract intended to have continued effect and without prejudice to the generality of the foregoing Conditions 23, 24, 25, 26, 31, 32, 36.5, 37 and 38.
 - 23.5. Exit Plan
 - 23.5.1. The Contractor shall draw up and maintain a written plan ("Exit Plan") for the termination of the provision of services to the Client and the handover of necessary information to a party taking over as provider of the services ("Replacement Provider" which may be the Client) including details of any obligations the Contractor will continue to discharge after termination and arrangements for payments and insurance.
 - 23.5.2. The Contractor shall on request provide to the Client a copy of the latest Exit Plan and shall make such amendments to it as the Client acting reasonably shall request.
 - 23.5.3. At the earlier of delivery of notice of termination and the end of the Contract Period the Contractor shall implement the Exit Plan at no additional cost to the Client.
 - 23.6. Upon termination the Contractor shall co-operate with the Client to execute any documents that the Client reasonably requests in order to formalise the end of the relationship between the

Contractor and the Client and/or the Replacement Provider in providing information relevant to any Service that is to be provided.

PART 4 – INDEMNITY, INSURANCE AND LIABILITY PROVISIONS

24. INDEMNITY

- 24.1. Subject to Condition 26, the Contractor shall indemnify the Client its employees servants and agents against all actions, claims, demands, costs and expenses incurred by or made against the Client its employees servants or agents in respect of any direct loss or damage or personal injury (including death) which arises out of the acts or omissions of the Contractor its employees servants or agents, including but not limited to any breach of the Contract by the Contractor.
- 24.2. The indemnity contained in Condition 24.1 above shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Client or any servant or agent of the Client.

25. INSURANCE

- 25.1. The Contractor shall have in force, and shall require any subcontractor to have in force, throughout the Contract Period and for a minimum period of 12 years from the date of completion or termination of the Services policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor arising out of the performance of its obligations under the Contract, including death, personal injury, loss of or damage to property, and other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. The Contractor shall ensure that the appropriate noting of the Client's interest has been recorded on the policies or a generic interest clause has been included.
- 25.2. The insurance to be effected and maintained by the Contractor in accordance with Condition 25.1 shall, as a minimum, include the specified insurances at the levels set out in the Purchase Order.
- 25.3. The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and upon renewal and/or upon request provide evidence that all premiums relating to such insurances have been paid and copies of the policies where requested.
- 25.4. If the Contractor fails or is unable to maintain insurance in accordance with this Condition, the Client may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Contractor with a reasonable administration charge.
- 25.5. The Contractor shall inform the Client if any of the policies of insurance expire without being renewed.

26. LIABILITY

- 26.1. Except where otherwise expressly stipulated in the Contract this Condition 26 sets out the Contractor's entire liability (including liability for the acts and omissions of its employees servants agents or sub-contractors) to the Client in respect of any breach of its obligations arising under the

Contract and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

26.2. Neither party seeks to exclude or limit its liability for:

26.2.1. death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);

26.2.2. fraud; or

26.2.3. fraudulent misrepresentation; or

26.2.4. any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.

26.3. The Contractor will be liable to the Client in respect of damage to the tangible property of the Client, its employees, servants, agents, members or persons acting on its behalf resulting from the negligence of the Contractor its employees servants agents and sub-contractors provided that the Contractor's entire liability in respect of such damage shall be limited to the higher of:

26.3.1. 125% of the proportion of the Price which is paid and payable at the time that the liability arises; or

26.3.2. £5,000,000 (Five Million Pounds).

26.4. Subject to Conditions 26.2, 26.3 and 26.6, the Contractor's liability per claim to the Client under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to the higher of: (i) 125% of the total price payable for the Services under this Contract; (ii) the level of insurance cover applicable to the Contractor and (iii) any limits set out in the Purchase Order or other Contract documents.

26.5. Subject to Conditions 26.2, and 26.6, the Client's liability per claim to the Contractor under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to 125% of the proportion of the price which is paid and payable at the time that the liability arises.

26.6. Subject always to Conditions 26.2 and 26.7 in no event shall either party be liable to the other for:

26.6.1. loss of profits business revenue goodwill or anticipated savings; and/or

26.6.2. indirect or consequential loss or damage.

26.7. The provisions of Condition 26.6 above shall not limit the right of either party to claim from the other for:

26.7.1. directly and reasonably incurred additional operational and administrative costs and expenses; and/or

26.7.2. expenditure or charges rendered unnecessary as a result of any direct default by the Contractor.

27. TUPE

27.1. The Client and Contractor under the Contract acknowledge and agree that the performance of the Contract by the Contractor is not intended to give rise to a 'relevant transfer' under TUPE either at the commencement of the Contract or on its expiry or termination.

27.2. Should TUPE apply, the parties agree to apply the terms in Schedule A.

PART 5 - REVIEW

28. BIENNIAL REVIEW

- 28.1. Except where agreed otherwise or where the Contract is for a Contract Period of less than two years, on a date to be agreed between the parties every second year following the Commencement Date the parties to this Contract will review the working of the Contract (which will include but is not limited to these Conditions). Notwithstanding the foregoing either party may at any time by written notice to the other require that any matter or thing relating to the working of the Contract be reviewed.
- 28.2. The purpose of this review will be to consider (but shall not be limited to) any or all of the following: quality of services; value for money; social value from the Contract; performance against contract measures; changes in Key Personnel and any disputed invoices.

29. CHANGE CONTROL

- 29.1. Where during the operation of this Contract either party proposes any change ('the Proposed Change') to the working of the Contract (including but not limited to these Conditions) it shall serve a notice in writing on the other with details of the Proposed Change to include (but not be limited to):
- 29.1.1. the nature of the Proposed Change and its proposed impact on the working of the Contract;
 - 29.1.2. the costs associated with the Proposed Change;
 - 29.1.3. the date upon which the Proposed Change will come into force;
 - 29.1.4. the nature of the Services affected by the Proposed Change;
 - 29.1.5. any legislative or factual change affecting the Services resulting in the Proposed Change;
 - 29.1.6. the cost of the Services after the Proposed Change;
 - 29.1.7. any necessary or consequential amendments to this Contract;
 - 29.1.8. the compatibility of the Proposed Change with the Public Contracts Regulations 2015 and/or the Concession Contracts Regulations 2016 (amended by the Public Procurement (Amendment etc.) (EU Exit) Regulations 2020 (SI 2020/1319): Brexit SI) or any other law relating to the conduct of public bodies in relation to contracts if applicable ("Procurement Law").
- 29.2. Any variation should be completed within 30 Working Days of the commencement of the review referred to in Condition 28.1 above.
- 29.3. Any Proposed Changes in the Contract shall be implemented in accordance with the following sections of this Condition 29 (Change Control).
- 29.4. Any Proposed Change made under Condition 29.1 shall be: -
- 29.4.1. delivered to the correct person ("the Approver"); and

29.4.2. if effected following a review under Condition 28 above, delivered within 10 Working Days of such a review.

- 29.5. Neither Party shall be obliged to accept a Proposed Change where in the reasonable opinion of the Approver such acceptance would prejudice the Approver's position or rights under the Contract or where such Proposed Change would affect the quality or performance of the Services or be in breach of Procurement Law.
- 29.6. Any approved changes shall be implemented in accordance with Condition 30 (Variation).
- 29.7. Any dispute arising between the parties in relation to any Proposed Change shall be dealt with in accordance with the Dispute Resolution provisions of Condition 42.

30. VARIATION

- 30.1. No variation or modification to the Contract is valid unless it is made in writing and signed by the Client and the Contractor.
- 30.2. Any approval of a Proposed Change shall be made in writing and delivered to the Approver within 20 Working Days of receiving the notice of Proposed Change unless otherwise agreed between the parties.
- 30.3. The Party who has submitted the Proposed Change shall deliver any consequential revisions to the Contract to the Approver following any agreed variation to the other party within 20 Working Days of the variation being approved unless otherwise agreed between the parties.

PART 6 – PROTECTION OF INFORMATION

31. CONFIDENTIALITY

- 31.1. The Contractor undertakes that it shall not at any time disclose to any person any materials, copies of information, data, technical or commercial know-how, specifications, programs and other documentation of a confidential nature provided by the Client to the Contractor, its employees, agents, consultants or sub-contractors, or any other confidential information concerning the Client's customer base or its products which the Contractor may obtain, except as permitted by Condition 31.2.
- 31.2. The Contractor may disclose the Client's confidential information:
- 31.2.1. to the Contractor's team and to such of its other employees, agents, consultants subcontractors as need to know for the purpose of discharging the Contractor's obligations to the Client. The Contractor shall ensure that its employees, agents, consultants or subcontractors to whom it discloses the Client's confidential information comply with this Condition 31; and
- 31.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 31.3. The Contractor shall not use the Client's confidential information for any purpose other than to perform its obligations under this Contract.

- 31.4. All materials, copies of information, data, technical or commercial know-how, specifications, programs and other documentation supplied by the Client to the Contractor shall, at all times, be and remain the exclusive property of the Client, but shall be held by the Contractor in safe custody at its own risk and maintained and kept in good condition by the Contractor until returned to the Client. They shall not be disposed of or used other than in accordance with the Client's written instructions or authorisation.

32. INTELLECTUAL PROPERTY

- 32.1. It shall be a condition of this Contract that, except to the extent that the Services involve or utilise designs furnished by the Client, the Services will not infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and the Contractor shall indemnify the Client against all actions, claims, demands, costs and expenses which the Client may suffer or incur as a result of or in connection with any breach of this Condition.
- 32.2. All rights (including ownership of copyright) in any specifications, instructions, plans, drawings, patents, models, designs or other materials:
- 32.2.1. furnished to or made available to the Contractor by the Client are and shall remain vested in the Client only and the Contractor shall neither obtain by these Conditions nor by any means arising from the Contract acquire (unless by specific written agreement of the Client) any such rights with regard thereto; and/or
- 32.2.2. prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the Client absolutely.
- 32.3. The Contractor shall not and shall procure that its Personnel shall not (except to the extent necessary for the implementation of this Contract) without prior consent of the Client use or disclose any such specifications, instructions, plans drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to this Contract) which the Contractor may obtain pursuant to or by reason of the Contract, except for information which is already in the public domain otherwise than by reason of a breach of this Condition, and in particular (but without prejudice to the generality of the foregoing) the Contractor shall not refer to the Client or the Contract in any advertisement without the Client's prior written consent.
- 32.4. The provision of this Condition 32 shall apply during the continuance of the Contract and shall endure after its termination howsoever arising.

33. ACCESS TO INFORMATION

- 33.1. The parties are aware that the Client may be required to comply with the Environmental Information Regulations 2004 or other Law relating to public access to information (hereinafter called "Access Law".)
- 33.2. Notwithstanding the fact that information may be supplied to the Client by the Contractor on a "commercial in confidence" basis, the Contractor hereby agrees to the release of any information

to the Client which in its discretion determines that it may have to release to any third party under the Access Law.

- 33.3. The Contractor will be afforded the opportunity to make representations with regard to any proposed disclosures provided that such representations are made in sufficient time to allow the Client to comply with the statutory timescales under the Access Law.

34. DATA PROTECTION

- 34.1. For the purposes of this Condition 34, Data Protection Legislation means the Data Protection Act 2018, the UK General Data Protection Regulation (UK GDPR), the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner, and any amending or replacement legislation in force from time to time. Terms defined in the Data Protection Legislation shall have the same meanings in this Condition 34, unless incompatible with definitions ascribed to those terms elsewhere in these Conditions.
- 34.2. The parties shall comply with their respective obligations under the Data Protection Legislation when processing any personal data in connection with these Conditions or the Services including (without limitation) the provision of suitable privacy notices to affected data subjects.
- 34.3. Where the Contractor processes personal data in connection with these Conditions or the Services (Shared Data) as a processor:
- 34.3.1. it shall do so only to the minimum extent necessary to comply with its legal obligations and for the purposes of performing Services and its other obligations under these Conditions (Agreed Purpose);
 - 34.3.2. the Contractor may not process the Shared Data for any purpose other than the Agreed Purpose without the prior written instructions or agreement of the Client;
 - 34.3.3. save where otherwise required by virtue of a legal obligation to retain the Shared Data for a longer period, the Contractor shall cease processing the Shared Data once the Agreed Purpose has been achieved;
 - 34.3.4. the Contractor shall forward any complaints, requests or similar communications from data subjects regarding the Shared Data to the Client within 1 Business Day of receipt; and
 - 34.3.5. the Contractor shall not transfer the Shared Data to any third party without the prior written permission of the Client. Any permission granted under this Condition 34.3.5 shall be subject to the Contractor entering into a written agreement with the third party with data protection requirements that are no less onerous than this Condition 34.
- 34.4. In respect of the Shared Data, the parties shall co-operate with each other in meeting their respective obligations under the Data Protection Legislation including (without limitation) compliance with data subject requests, breach notifications, impact assessments and consultations with the Information Commissioner or regulators.

- 34.5. The Contractor shall adhere to the data protection policy and procedures of the Client as notified to it from time to time or with its own data protection policy and procedures provided that these have been approved by the Client.
- 34.6. The Contractor shall implement and maintain appropriate technical and organisational measures, appropriate to the risk involved, against the unauthorised or unlawful processing, access, copying, modification, reproduction, display or distribution of the Shared Data, in accordance with the Client's data protection policy including:
 - 34.6.1. the pseudonymisation and encryption of the Shared Data;
 - 34.6.2. the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - 34.6.3. the ability to restore the availability and access to the Shared Data in a timely manner in the event of a physical or technical incident; and
 - 34.6.4. a process for regularly testing, assessing and evaluating the effectiveness of the security measures.
- 34.7. The Contractor shall ensure that all Personnel who have access to and/or process the Shared Data are obliged to keep the Shared Data confidential and have carried out data protection training.
- 34.8. The Contractor shall not transfer or allow the Shared Data to be transferred out of the UK or the European Economic Area without obtaining the Client's prior written consent.
- 34.9. The Contractor shall immediately and without undue delay notify the Client if it becomes aware of any accidental, unauthorised or unlawful processing of the Shared Data or of any personal data breach.
- 34.10. The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Condition 34 and shall comply with all reasonable requests from the Client including access to its premises (upon giving reasonable notice) as the Client may reasonably require to inspect and audit the Shared Data processing activities in order to satisfy itself that the Contractor is in full compliance with its obligations under this Condition 34.
- 34.11. The Contractor shall indemnify and keep indemnified the Client against any costs, liability, claims, damages, fines, penalties, expenses, costs (including legal costs) and other losses incurred or suffered as a result of or in connection with non-compliance by the Contractor with the Data Protection Legislation or this Condition 34.

PART 7 – STATUTORY OBLIGATIONS

35. NON-DISCRIMINATION, RIGHT TO WORK AND HUMAN RIGHTS

- 35.1. The Contractor shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment or otherwise.
- 35.2. The Contractor shall use all reasonable endeavours to comply with:-

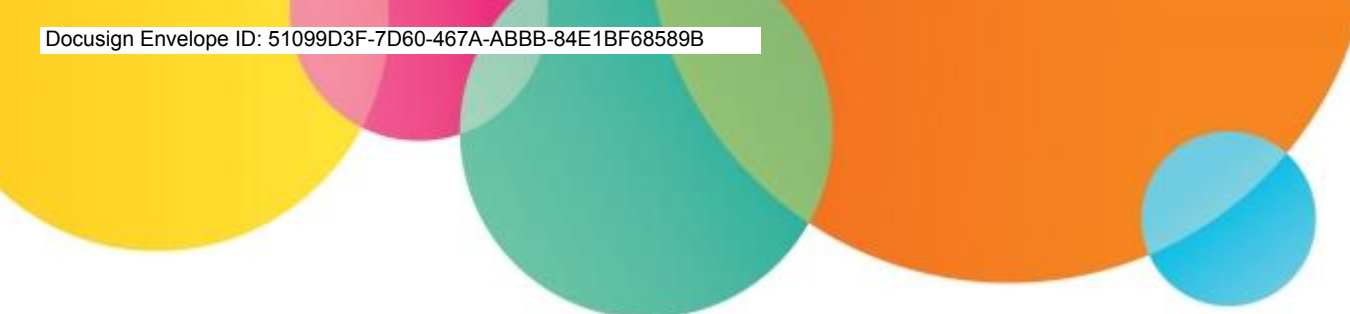
- 35.2.1. the relevant requirements of all of the Client's policies in relation equality and diversity issues; and
- 35.2.2. the relevant requirements of all relevant codes of practice relating to non-discriminatory practice in the provision of the Services.
- 35.3. The Contractor shall comply with all relevant legislation relating to its Personnel however employed including (but not limited to) compliance with any Law relating to the ability of the Personnel to work in the United Kingdom.
- 35.4. The Contractor shall comply with all obligations under the Human Rights Act 1998.
- 35.5. If the Contractor has a finding against it relating to its obligations under this Condition 35 it will provide the Client within ten (10) Business Days of the finding with:
 - 35.5.1. details of the finding; and
 - 35.5.2. the steps the Contractor has taken to remedy the situation.

36. HEALTH AND SAFETY

- 36.1. In the performance of its obligations under the Contract, the Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Personnel, the Client's staff, or other persons working on the premises where the Services are to be performed.
- 36.2. The Contractor shall comply with all site rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services.
- 36.3. Where the Construction (Design and Management) Regulations 2015 ("CDM") apply to all or part of the Contract the Contractor shall carry out all obligations on a contractor required by CDM including the role of Principal Contractor where required by the Client and where a third party acts as principal designer or principal contractor the Contractor will extend full co-operation to that third party in the performance of the Contract.

37. PREVENTION OF BRIBERY

- 37.1. The Contractor:
 - 37.1.1. shall not, and shall procure that any Personnel shall not, in connection with this Contract commit a Prohibited Act;
 - 37.1.2. warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Client, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Client before execution of this Contract.
- 37.2. The Contractor shall:
 - 37.2.1. if requested, provide the Client with any reasonable assistance, at the Client's reasonable cost, to enable the Client to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

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- 37.2.2. within 5 Business Days of the Commencement Date, and annually thereafter, certify to the Client in writing (such certification to be signed by an officer of the Contractor) compliance with this Condition 37 by the Contractor and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Contractor shall provide such supporting evidence of compliance as the Client may reasonably request.
- 37.3. The Contractor shall have an anti-bribery policy (which shall be disclosed to the Client) to prevent any Personnel from committing a Prohibited Act and shall enforce it where appropriate.
- 37.4. If any breach of Condition 37.1 is suspected or known, the Contractor must notify the Client immediately.
- 37.5. If the Contractor notifies the Client that it suspects or knows that there may be a breach of Condition 37.1, the Contractor must respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit books, records and any other relevant documentation. This obligation shall continue for 10 years following the expiry or termination of this Contract.
- 37.6. The Client may terminate this Contract by written notice with immediate effect if the Contractor or any Personnel (in all cases whether or not acting with the Contractor's knowledge) breaches Condition 37.1. In determining whether to exercise the right of termination under this Condition 37.6, the Client shall give all due consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by the Contractor or a senior officer of the Contractor or by any Personnel not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a sub-contractor) means and shall be construed as acting:
- 37.6.1. with the Contractor; or,
- 37.6.2. with the actual knowledge;
of any one or more of the directors of the Contractor or the sub-contractor (as the case may be); or
- 37.6.3. in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 37.7. Any notice of termination under Condition 37.6 must specify:
- 37.7.1. the nature of the Prohibited Act;
- 37.7.2. the identity of the party whom the Client believes has committed the Prohibited Act; and
- 37.7.3. the date on which this Contract will terminate.
- 37.8. Despite Condition 42 (Dispute Resolution), any dispute relating to:
- 37.8.1. the interpretation of Condition 37; or
- 37.8.2. the amount or value of any gift, consideration or commission,
shall be determined by the Client and its decision shall be final and conclusive.

37.9. Any termination under Condition 37.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Client.

38. PREVENTION OF FACILITATION OF TAX EVASION

38.1. The Contractor shall:

- 38.1.1. comply with all applicable laws, statutes, regulations and codes relating to prevention of facilitation of tax evasion in the UK or abroad including but not limited to CFA17;
- 38.1.2. not engage, and shall procure that any person associated with it shall not engage in any activity, practice or conduct which would constitute an offence under section 44 and section 45 of CFA17 whether or not such offence took place in the UK or abroad;
- 38.1.3. comply with the Client's relevant policies to prevent facilitation of tax evasion published, and updated from time to time;
- 38.1.4. have in place and maintain adequate procedures to prevent facilitation of tax evasion including adequate procedures under CFA17 and ensure that any person associated with it including but not limited to:
 - (a) all of the Contractor's personnel, management, directors, shareholders, members, workers and employees;
 - (b) all others associated with the Contractor; and
 - (c) all of the Contractor's subcontractors, agents, consultants or suppliers, involved in performing this Contract so comply;
- 38.1.5. immediately notify the Client in the event that it becomes aware of or suspects that any activity has taken place, is taking place or shall take place, which may give rise to an offence being committed under this Condition or otherwise under CFA17.

38.2. The Contractor shall:

- 38.2.1. If requested, provide the Client with all reasonable assistance, at the Client's reasonable cost, to enable the Client to perform any activity required by any relevant government, agency or competent authority in any relevant jurisdiction for the purpose of compliance with CFA17 or the provisions of this Condition;
- 38.2.2. Within 5 Business Days of the Commencement Date, and annually thereafter, certify to the Client in writing (such certification to be signed by an officer of the Contractor) compliance with this Condition 38.2.2 by the Contractor and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Contractor shall provide such supporting evidence of compliance as the Client may reasonably request.

38.3. If the Contractor notifies the Client that it suspects or knows that there may be a breach of Condition 38.1.5 above, the Contractor must respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit books, records and any other relevant documentation and upon receipt of reasonable notice, to enter onto its premises unobstructed for

these purposes. This obligation shall continue for 10 years following the expiry or termination of the Contract.

- 38.4. The Client may terminate the Contract by written notice with immediate effect if the Contractor or any person associated with it (in all cases whether or not acting with the Contractor's knowledge) breaches this Condition. In determining whether to exercise the right of termination under this Condition 38.4, the Client shall give all due consideration, where appropriate, to action other than termination of the Contract unless the breach is committed by the Contractor or a senior officer of the Contractor or by an employee, subcontractor or supplier not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or a subcontractor) means and shall be construed as acting:
- 38.4.1. with the Contractor; or
 - 38.4.2. with the actual knowledge of any one or more of the directors (or management) of the Contractor or subcontractor (as the case may be); or
 - 38.4.3. in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.
- 38.5. Any notice of termination under Condition 38.4 must specify:
- 38.5.1. the nature of the activity, practice or conduct which would constitute an offence under section 44 and section 45 of CFA17;
 - 38.5.2. the identity of the party thought to have engaged in such activity, practice or conduct which would constitute an offence; and
 - 38.5.3. the date on which the Contract will terminate.
- 38.6. Despite Condition 42 (Dispute Resolution), any dispute relating to:
- 38.6.1. the interpretation of Condition 38.1; or
 - 38.6.2. whether an offence has been committed;
- shall be determined by the Client and its decision shall be final and conclusive.
- 38.7. Any termination under Condition 38.4 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Client.

39. MODERN SLAVERY

- 39.1. the Contractor:
- 39.1.1. shall comply with all applicable laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act and the Client's Anti-Slavery and Human Trafficking Policy published from time to time; and
 - 39.1.2. shall ensure that each of its subcontractors or suppliers shall comply with all applicable laws, statutes, regulations and codes from time to time including but not limited to the Modern Slavery Act and the Client's Anti-Slavery and Human Trafficking Policy published from time to time; and
 - 39.1.3. represents and warrants that at the date of each Contract:

- (a) its responses to any slavery and human trafficking questions in any Client's due diligence questionnaire are complete and accurate; and
- (b) neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (i) has been convicted of any offence involving slavery and/or human trafficking;
 - (ii) to the best of its knowledge has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking;
- 39.1.4. shall implement due diligence procedures for its own suppliers, subcontractors and other participants in the supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 39.1.5. shall notify the Purchaser as soon as it becomes aware of:
 - (a) any breach, or potential breach, of Client's Anti-Slavery and Human Trafficking Policy; or
 - (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- 39.1.6. shall prepare and deliver to the Purchaser each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chain or in any part of its business.
- 39.1.7. shall maintain a complete set of records to trace the supply chain of all goods provided to the Purchaser in connection with this agreement.
- 39.1.8. shall indemnify the Purchaser against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against the Purchaser as a result of any breach of the Modern Slavery Act or the Client's Anti-Slavery and Human Trafficking Policy.
- 39.1.9. represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Modern Slavery Act and the Client's Anti-Slavery and Human Trafficking Policy.

PART 8 – GENERAL

40. AUDIT

- 40.1. Subject to Condition 34 (Data Protection), the Contractor shall keep and maintain until six years after the Contract has been completed records to the satisfaction of the Client of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred in connection with any Personnel paid for by the Client on a time charge basis.

41. ASSIGNMENT AND SUB-CONTRACTING

- 41.1. The Contractor shall not assign or sub-contract any portion of the Contract without the prior written consent of the Client. No sub-contracting of any part of the Contract shall relieve the Contractor of any obligation or duty attributable to him under the Contract.
- 41.2. Where the Client has consented to the placing of subcontracts, copies of each sub-contract shall be sent by the Contractor to the Client immediately it is issued.
- 41.3. No sub-contracting by the Contractor shall in any way relieve the Contractor of any of its responsibilities under the Contract.

42. DISPUTE RESOLUTION

- 42.1. Any dispute arising in relation to this Contract shall be resolved in accordance with this Condition.
- 42.2. The Contractor and the Client shall endeavour to notify each other of any anticipated disputes so that any potential dispute can be avoided by negotiation between them.
- 42.3. Both Parties shall endeavour to resolve any failure to agree matters or any disputes by direct negotiations between senior representatives of both parties. Each party shall nominate within 5 Working Days a senior representative to meet with the other to resolve any matter that is in dispute between them ('the Disputed Matter').
- 42.4. Each party shall take all reasonable steps to ensure that the representatives shall meet together within 10 Working Days of receipt of notice of the Disputed Matter to resolve the Disputed Matter.
- 42.5. Each party agrees it will act in good faith and take all reasonable steps to address the other party's concerns and seek to resolve the Disputed Matter and authorise and direct their representative accordingly.
- 42.6. If, in the reasonable opinion of the party who served the notice of the Disputed Matter, the parties fail to resolve the dispute through such negotiations referred to in Condition 42.4 above, the parties agree to seek in good faith to settle the Disputed Matter through mediation.
- 42.7. In order to commence mediation, one party must give written notice requesting mediation (an "ADR Notice") to the other party of the dispute.
- 42.8. The mediator shall be agreed upon between the parties within 15 Working Days of the date of the ADR Notice being served, failing which the mediator shall be appointed by the President of the Law Society of England and Wales.
- 42.9. The mediation shall start not later than 25 Working Days after the appointment of the mediator.
- 42.10. In the event that the parties cannot agree on any issue as to the conduct of the mediation (other than any disagreement as to the appointment of the mediator), at the request of a party the mediator (if he has been appointed) will consult with the parties and decide the issue for them.
- 42.11. If the Disputed Matter is not resolved within 50 Working Days of the date of the ADR Notice being served, then either party may give written notice to the other terminating the mediation process and give notice of its intention to refer the dispute to the courts.

42.12. The parties shall continue to comply with, observe and perform all their obligations hereunder regardless of the nature of the dispute and notwithstanding the referral of the dispute for resolution under this Condition 42 and shall give effect forthwith to every decision of the mediator and the courts delivered under this Condition 42.

42.13. Nothing in this Condition 42 shall prevent any party seeking injunctive or interim relief.

42.14. Each party shall bear its own costs of mediation.

43. ENTIRE AGREEMENT

43.1. The Contract together with any written variation effected in accordance with Condition 30 shall constitute the entire agreement between the parties in respect of the subject matter of the Contract and each of the parties hereby acknowledges that in entering into the Contract it has not relied on any representations or warranties (including without limitation any implied representations and warranties save those expressed or acknowledged in these Conditions or in the Purchase Order) which are hereby excluded.

43.2. Unless specifically incorporated by reference herein all specifications, drawings, illustrations, data sheets, price lists, and other written documents provided by the Client are provided for information purposes only and shall not form part of the Contract.

44. NOTICES

44.1. Any notices given under or pursuant to the Contract may be sent by hand or by post or by registered post or by the recorded delivery service or transmitted by facsimile transmission, email or other means of telecommunication resulting in the receipt of a written communication in permanent form and if so sent or transmitted to the address of the party shown on the Purchase Order, or to such other address as the party may by notice to the other have substituted therefore, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

45. GOVERNING LAW

45.1. These Conditions shall be governed by and construed in accordance with the law of England and Wales and the Contractor hereby irrevocably submits to the jurisdiction of the English courts.

46. THIRD PARTY RIGHTS

46.1. Nothing in this Contract shall confer, nor is it intended to confer, any enforceable right on any third party under the Contracts (Rights of Third Parties) Act 1999 except as otherwise expressly so stated. This does not affect any right or remedy of a third party which exists or is available apart from that Act.

47. NO AGENCY OR PARTNERSHIP

47.1. Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

48. NON SOLICITATION AND OFFERS OF EMPLOYMENT

- 48.1. The Contractor agrees that it will not, without the prior written consent of the Client, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, employee, agent, Contractor, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:
- 48.1.1. solicit or entice, or endeavour to solicit or entice, away from the Client, any person directly related to the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a Contractor to, the Client at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination; or
- 48.1.2. attempt, or knowingly assist or procure any other person to do the above.

49. FORCE MAJEURE

- 49.1. For the purposes of this Contract the expression "Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available but excluding:-
- 49.1.1. any industrial action occurring within the Contractor's or any sub-contractor's organisation; or
- 49.1.2. the failure by any sub-contractor to perform its obligations under any sub-contract.
- 49.2. Upon the occurrence of a Force Majeure event both parties shall be released from their respective obligations where the performance of this Contract is rendered permanently impossible and their respective obligations shall otherwise be suspended to the extent affected by Force Majeure.
- 49.3. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.
- 49.4. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of charges whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure.
- 49.5. Notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 49.6. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of:

49.6.1. three months the Client may terminate the Contract with immediate effect by notice in writing; and

49.6.2. six months, the Contractor may terminate the Contract with immediate effect by notice in writing.

49.7. Any failure or delay by the Contractor in performing its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Contractor.

49.8. If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any likely failure or delay on its part it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period for which it is estimated that such failure or delay shall continue.

49.9. Where there are Public Health Restrictions as defined in Schedule C the terms of that Schedule shall apply instead of this clause.

50. SEVERABILITY

50.1. In the event that any provision of this Contract is held to be void voidable illegal or otherwise unenforceable for any reason by any Court of competent jurisdiction or indication to that effect is received by either of the parties from any competent authority then such provision shall be severed from this Contract and the remainder of it shall continue in full force and effect as if it had been executed without that invalid illegal or unenforceable provision provided that where such invalidity or illegality is so fundamental to the performance of this Contract as to prevent that performance then the parties shall immediately commence negotiations in good faith following the procedure in Condition 30 to amend the Contract in such reasonable manner so as to achieve the original intention of the parties if that is possible without such enforceability.

51. NO WAIVER

51.1. Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the Parties to enforce any provision in accordance with its terms.

51.2. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with Condition 44 (Notices).

52. FURTHER ASSURANCE

52.1. The parties shall use all reasonable endeavours to procure that any necessary third party shall execute and deliver such documents and perform such acts as may be required for the purpose of giving full effect to the Contract.



Schedule A

TUPE

PART 1 – DEFINITIONS

1. The following definitions and interpretations apply in this Schedule:

1.1. Definitions

Affected Services	means the Services provided pursuant to the relevant Agreement;
Agreement	In the case of the Contractor the Contract and for other providers such agreement as applies between them and the Client;
Direct Losses	means all damage, losses, liabilities, claims, actions, costs, expenses (including the cost of legal or professional services, legal costs being on an agent/client, client paying basis), proceedings, demands and charges whether arising under statute, contract or at common law;
Employees	means those employees and non-employees (such as volunteers) of the Outgoing Provider other than the Transferring Employees;
Employee Liability Information	means the information to be provided pursuant to Regulation 11 of the Regulations;
Incoming Provider	means each and every provider who shall provide any service equivalent to any of the Affected Services immediately after the expiry or earlier termination of the Outgoing Provider's Agreement which may include the Client;
National Minimum Wage Regulations	means the National Minimum Wage Regulations 1999 (SI1999/584)

Outgoing Provider	means each and every provider who provides any service equivalent to any of the Affected Services immediately before the commencement of the Incoming Provider's Agreement;
Provider	means the Contractor or any other party previously or in future delivering or contracted to deliver the Affected Services;
Regulations	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (246/2006), and any predecessor regulations including the Transfer of Undertakings (Protection of Employment) Regulations 1981, and or any other regulations or other legislation amending or replacing them;
Relevant Transfer	means the transfer of the employment of a Transferring Employee from an Outgoing Provider to an Incoming Provider and/or the Client in either case in accordance with the Regulations or otherwise;
Relevant Transfer Date	means the date on which a Relevant Transfer occurs;
Retendering Information	means full and accurate details regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of the Transferring Employees;
Transferring Employees	means those employees wholly or mainly engaged in the provision of the Affected Services immediately before the termination of the Outgoing Provider's Agreement and the commencement of any other contract to provide any or all of the Affected Services, whose employment transfers from the Outgoing

	Provider to any Incoming Provider pursuant to the Regulations and excluding any who have objected to the transfer;
Working Time Regulations	means Working Time Regulations 1998 (SI 1998/1833).

1.2. Interpretation

For the avoidance of doubt in relation to this Schedule:

- (i) the status of a Provider as an Incoming Provider or Outgoing Provider will be assessed in relation to each Relevant Transfer having regard to the applicable facts and law at the relevant time;
- (ii) the Contractor can be both an Incoming Provider and an Outgoing Provider during the course of this Contract;
- (iii) there may be one or more Outgoing Providers and Incoming Providers in relation to any Relevant Transfer.

- 1.3. Save as provided for above the provisions of this Contract relating to interpretation and definitions shall apply to this Schedule.

PART 2 – RELEVANT TRANSFERS PURSUANT TO THE REGULATIONS

2. Where this Part applies:

- 2.1. The parties acknowledge that where and to the extent that the Regulations apply the employment of the Transferring Employees will transfer to from the Outgoing Provider to the Incoming Provider.
- 2.2. Notwithstanding this, the parties agree that whether the Regulations shall apply in respect of the provision of any service equivalent to the Affected Services shall be determined in accordance with the Regulations in force at the relevant time. The following provisions are without prejudice to such determination.
- 2.3. Where it is the Outgoing Provider the Contractor shall provide the Employee Liability Information at such time or times as are required by the Regulations and warrant at the time of providing such Employee Liability Information that such Employee Liability Information

will be updated to take account of any changes to such Employee Liability Information as is required by the Regulations.

- 2.4. Where it is the Outgoing Provider the Contractor shall ensure that all wages, salaries, bonuses and other benefits of the Transferring Employees and all PAYE tax deductions, pension contributions and national insurance contributions relating thereto in respect of the employment of the Transferring Employees up to the Relevant Transfer Date are satisfied.
- 2.5. Once notice of termination has been served by either party, where it is the Outgoing Provider the Contractor shall not negotiate, offer, promise or agree to any future variation in any contract of employment of any one of the Transferring Employees and that they will not make any offers of employment or engagement to anybody that would become but is not already a Transferring Employee, or move workers from other parts of their business such that they become a Transferring Employee, without the prior written consent of the Incoming Provider, which shall not be unreasonably withheld (or delayed).
- 2.6. Where it is the Outgoing Provider the Contractor shall, up to and including the Relevant Transfer Date, comply with all of its obligations and those of any of its predecessors (whether or not legally binding or in respect of which it would be expected to comply by any regulatory or other body to which it is subject) due to or in connection with the Transferring Employees or any body representing them (or any of the said obligations the Outgoing Provider would have had under or in connection with such contracts but for the Regulations).
- 2.7. Where it is the Outgoing Provider the Contractor shall indemnify and shall keep indemnified in full the Client and, at the Client's request, any Incoming Provider against all Direct Losses arising from any claim by any party as a result of the Outgoing Provider failing to provide or to promptly provide Employee Liability Information or failing to provide or to promptly provide full Employee Liability Information or as a result of any material inaccuracy in or omission from the Employee Liability Information.
- 2.8. Where it is the Outgoing Provider the Contractor shall indemnify and keep indemnified the Incoming Provider and the Client (to the extent that the Transferring Employees transfer to the Client) against Direct Losses arising from any claims by or on behalf of any of the Transferring Employees, Employees, or their representatives arising from or in connection with their employment or its termination after the Relevant Transfer Date or arising from any action, omission, neglect or default of the Outgoing Provider, including but not limited to the Outgoing Provider's obligations under the Regulations, which occurred before or on the Relevant Transfer Date.
- 2.9. Where it is the Incoming Provider the Contractor shall will indemnify and keep indemnified the Outgoing Provider and the Client against Direct Losses arising from any claims by or on

behalf of any of the Transferring Employees or their representatives arising from or in connection with their employment or its termination after the Relevant Transfer Date save where caused by the action, omission, neglect or default of the Outgoing Provider.

- 2.10. Not later than 2 working days after the Relevant Transfer Date where it is the Outgoing Provider the Contractor shall deliver, or procure delivery, to the Incoming Provider or make available to the Incoming Provider all National Insurance and PAYE records fully completed in respect of the Transferring Employees and showing that payments are up to date, and all records required to be kept pursuant to the National Minimum Wage Regulations and Working Time Regulations, subject always to the Outgoing Provider's obligations under the Data Protection Legislation.
- 2.11. Without prejudice to the other provisions of this paragraph 2, the Outgoing Provider where it is the Contractor shall, at its own expense, give the Incoming Provider such assistance as the Incoming Provider may reasonably require to contest any demand by any Transferring Employee, Employee or their representatives resulting from or in connection with this agreement, subject always to the Outgoing Provider's obligations under the Data Protection Legislation.
- 2.12. The Outgoing Provider where it is the Contractor shall remain responsible for all the Outgoing Provider's Employees on or after the Relevant Transfer Date and shall indemnify the Client and any Incoming Provider against all Direct Losses incurred by the Client or any Incoming Provider resulting from any claim whatsoever whether arising before on or after the Relevant Transfer Date, by or on behalf of, any of the Outgoing Provider's Employees.
- 2.13. Where the Contractor is the Outgoing Provider if a contract of employment or engagement of any Employee, other than a Transferring Employee named in the Retendering Information, has effect as if originally made between the Incoming Provider (or the Client) and that Employee as a result of the provisions of the Regulations or otherwise, the Incoming Partner (or the Client) may terminate such contract or agreement without prejudice to the effect of the indemnity set out below.
- 2.14. Without prejudice to paragraph 2.13 in respect of Transferring Employees, where it is the Outgoing Provider the Contractor shall indemnify the Client and any Incoming Provider against any claims and all Direct Losses incurred by the Incoming Provider or the Client arising out of or on account of either the continuing employment or the termination of the employment of an Employee of the Outgoing Provider whose contract of employment transferred to the Incoming Provider or the Client pursuant to the Regulations.
- 2.15. Where the Contractor is the Outgoing Provider in the event of there being any collective agreement not disclosed to the Incoming Provider or the Client which is alleged to have

effect as if originally made between the Incoming Provider or the Client and any person, any body or their representatives as a result of the provisions of the Regulations or otherwise, the Incoming Provider or the Client may terminate such agreement and the Contractor shall indemnify the Incoming Provider and the Client against all Direct Losses suffered or incurred by the Incoming Provider or the Client arising out of or in connection with such termination.

3. Retendering Information

3.1. Where it is the Outgoing Provider the Contractor shall within the period of 12 months immediately preceding the termination of its Agreement or following receipt of notice effecting the termination of its Agreement:

- (i) on receiving a request from the Client provide the Retendering Information in respect of any Transferring Employee who it is expected, if they remain in the employment of the Outgoing Provider until immediately before the termination of the contract, would be Transferring Employees;
- (ii) provide the Retendering Information promptly and at no cost to the Client;
- (iii) notify the Client forthwith in writing of any material changes to the Retendering Information promptly as and when such changes arise;
- (iv) be precluded from making any material increase or decrease in the numbers of Transferring Employees other than in the ordinary course of business and with the Client's prior written consent (such consent not to be unreasonably withheld or delayed);
- (v) be precluded from making any increase in the remuneration or other change in the terms and conditions of the Transferring Employees other than in the ordinary course of business and with the Client's prior written consent (such consent not to be unreasonably withheld or delayed); and
- (vi) be precluded from transferring any of the Transferring Employees to another part of its business or moving other employees from elsewhere in its or their business who have not previously been employed or engaged in providing the Affected Services, to provide the Affected Services, save with the Client's prior written consent (such consent not to be unreasonably withheld or delayed).
- (vii) Without prejudice to paragraph (i) the Outgoing Provider where it is the Contractor shall indemnify, and shall keep indemnified in full, the Client against all Direct Losses arising from any claim by any party as a result of the Outgoing Provider failing to

provide or promptly to provide the Client with any Retendering Information or to provide full Retendering Information or as a result of any material inaccuracy in or omission from the Retendering Information.

4. Third Parties

- 4.1. In any event it is the intention of the Contractor and the Client that pursuant to the Contracts (Rights of Third Parties) Act 1999, the provisions of this part shall be enforceable against the Contractor by Outgoing Providers where the Contractor is the Incoming Provider and by Incoming Providers where the Contractor is the Outgoing Provider.

Schedule B

IR35 - Employee Status for Taxation

1. Where and to the extent that the Client is required by law to make deductions from payments to the Contractor as a result of the nature of the relationship between the Client and the Personnel being

treated as equivalent to employment (“**IR35 Treatment**”) the Client will pay the balance of the invoice less deductions it is required to make.

2. The Client will determine in its discretion whether it is required to apply IR35 Treatment to the Contractor at any time.
3. To assist the Client in making its assessment on the application of IR35 treatment the Contractor agrees to provide promptly all information requested by the Client in connection with the preparation and review of any status determination statement affecting the Contractor or any of the Personnel.
4. The Contractor may provide substitute Personnel to deliver performance of the Contract to the Client PROVIDED THAT any such substitute personnel are proposed to the Client in writing with evidence of having the appropriate qualifications, experience and capacity to deliver performance of the Contract to the Client and the Client shall act reasonably in considering and where appropriate approving the use of such substitutes.
5. Save where and to the extent specifically required for provision of the Services as specified in this Contract, the Client shall have no right to, nor shall seek to, exercise any direction, control, or supervision over the Contractor in the provision of the relevant Services. The Contractor shall use all reasonable endeavours to co-operate with the Client’s reasonable requests within the scope of provision of the Services, however it is acknowledged that the Contractor shall have autonomy over its working methods save where and to the extent specifically required for provision of the Services as specified in this Contract.
6. The Contractor will indemnify on demand and keep indemnified the Client against any and all losses, liabilities, costs and expenses incurred by the Client as a result of any misinformation or non-disclosure of information by the Contractor to the Client

Schedule C

Disruption by Pandemic

1. In this Schedule the following terms have the meanings set out
 - 1.1. **Public Health Emergency:** the occurrence of an epidemic, pandemic or other serious widespread infection, disease, poisoning or biological contamination confirmed as such by the World Health Organisation, the Government of the United Kingdom and/or relevant Local Authority for the location in which performance of the Contract is required.
 - 1.2. **Public Health Restrictions:** Local or national impositions or restrictions (“**Impositions**”) imposed by national or local government bodies resulting from a Public Health Emergency that directly affect the location in which performance of the Contract is required, the Contractor and/or the workers of any trade employed by the Contractor or engaged in the preparation, manufacture or transportations of any goods or materials required for them and negatively impact on the Contractor’s ability to perform the but only to the extent that the impact of Impositions is:
 - (i) unforeseeable to a reasonably competent contractor performing a contract similar in nature, scale and cost to the Contract; and
 - (ii) not capable of mitigation or avoidance, either in whole or in part, by a reasonably competent contractor using best endeavours in respect of such mitigation or avoidance; and
 - (iii) not caused or significantly contributed to by the Contractor's or the Contractor's sub-contractors’ or consultants’ negligence, default, breach of this Contract, failure to follow official governmental guidance (whether mandatory or otherwise) or statutory requirements relating to the Public Health Emergency.
 - 1.3. Examples of the impact of Impositions that may qualify as Public Health Restrictions (given without limit to the generality of the definition above and subject always to the qualifications set out above) are:
 - (i) the unavailability of a suitably qualified labour force of an adequate size as a result of measures to alleviate the Public Health Emergency and/or due to infection, or potential infection, and/or the resulting quarantine, self-isolation or similar; or
 - (ii) unavailability of sufficient quantities of plant, equipment or materials due to delays in their manufacture, importation or transportation or their requisitioning for other

purposes which would prevent the Contractor from performing the Contract or complying with statutory requirements; or

- (iii) the closure of the place at which performance of the Contract is required as a necessary result of compliance by the Contractor and/or the Client.

2. Public Health Restrictions shall not be subject to the other provisions of the Contract relating to force majeure.

3. If Public Health Restrictions do apply:

- 3.1. the Client may terminate the Contract without further liability to the Contractor if the performance of the Contract by the Contractor is materially delayed or impeded for more than [six weeks];
- 3.2. it will be a breach of this Contract sufficient to permit immediate termination by the Client as a result of default by the Contractor if the Contractor does not adopt safe working practices in line with Public Health Restrictions.



Appendix E - Social
Values Framework.pdf



Appendix D -



Appendix C - Repairs



Appendix B -
Contractor Code of C



Appendix A - Ongo
Homes pricing.pdf