



13<sup>th</sup> October

2025

**PEABODY TRUST**

**-and-**

**SMART CLINIC**

**AGREEMENT  
FOR THE PROVISION OF  
SERVICES (COMPANY / PARTNERSHIP)**

Peabody  
45 Westminster Bridge Road, London, SE1 7JB



## Agreement for the purchase of Services from you

This Agreement sets out the terms upon which we, **Peabody Trust**, a community benefit society registered with number 7741 of **45 Westminster Bridge Road, London, SE1 7JB**, on behalf of itself and all other members of the Peabody Group, may purchase the services set out in the Schedule to this Agreement or such other services as you and we agree from time to time (together "Services") from you, Smart Clinic, a trading name of APL Health, 9 Brunel Court, Northwich, CW9 7LP.

For the purposes of this Agreement, "Peabody Group" means Peabody Trust and any successor body including any body corporate in which all or substantially all of Peabody Trust's business and assets is vested for the time being, and any subsidiary or associate of Peabody Trust for the time being (in each case as such terms are defined in s.271 of the Housing and Regeneration Act 2008).

## Agreement

1. In consideration of us paying you the amounts specified in this Agreement, you agree to be bound by the terms of this Agreement.
2. This Agreement supersedes all previous agreements between us relating to its subject matter and shall govern the contract between us to the exclusion of any other terms or conditions which you may purport to apply and you waive any right which you may have to rely on such terms or conditions.

## Appointment as a Service Provider

3. The duration of the Contract will be 12 months and will start on the **15<sup>th</sup> October 2025**.

The duration of the Contract will be for 12 months with the possible extension for up to a further 12 months plus another 12 months subject to agreement between Peabody and the successful Provider. The extensions are subject to Peabody's requirements and satisfactory performance by the provider. Confirmed in writing no less than 90 days prior to the expiry of the initial term.

## Services

4. You agree to provide such Services as stated in this Agreement which may be varied from time to time by mutual written agreement between the parties in accordance with clause 48. You may not subcontract any part of the Services without our prior written consent (not to be unreasonably withheld or delayed).
5. You agree to provide the Services:
  - 5.1 in accordance with our relevant policies and procedures from time to time [including but not limited to our Procurement and Purchasing Procedures and our Health and Safety Policy]. It is your sole responsibility to make yourself aware of our relevant procedures and we will provide you with copies of any relevant documentation upon request;
  - 5.2 in accordance with the Scope of Services set out in Schedule A and to a high standard;
  - 5.3 in accordance with good industry practice;
  - 5.4 in accordance with the terms of this Agreement; and



- 5.5 in accordance with all applicable laws and regulations including without limitation in relation to equal opportunities, discrimination on grounds of sex, sexual orientation, age, disability and religious belief, health and safety and the protection of the environment.
6. You agree that you shall be bound by the ethical guidelines, regulatory requirements and any other standards or guidelines of any relevant professional or other institutions or regulatory bodies to which individuals or businesses providing services in the nature of the Services are routinely bound ("Professional Standards") and that you will act at all times in compliance with the Professional Standards.
- 6.1 You agree to notify Peabody's Health & Safety Managers if any of the Services as set out in the attached Schedule are subject to the Construction (Design and Management) Regulations 2015 ("CDM").
7. You acknowledge and agree that we will be relying upon your expertise as to the adequacy, appropriateness and quality of the Services and upon the provision of Services of a nature and at times requested by us from time to time.
8. Not Used
9. If we wish to cancel or postpone Services at any time we will endeavour to provide you with written notice of cancellation not less than 20 working days in advance of the anticipated date of provision of the Services in accordance with the Schedule (a working day being a day on which banks in the City of London are open for business). You shall not in any event be entitled to make any charge in respect of cancelled or postponed Services.
10. Not Used
11. Not Used

#### **Standards, Gifts and Conflicts of Interest**

12. You agree to take appropriate steps to ensure that neither you nor any employee, servant, agent, Associate, supplier or sub-contractor is placed in a position where in our reasonable opinion there is or may be an actual conflict, or a potential conflict, between your financial or personal interests or those interests of such persons, and the duties owed to us under this Agreement which would in our sole opinion make it inappropriate for you to be a Service Provider or to provide Services. You undertake to disclose to us in writing full particulars of any such conflict of interest which may arise from time to time immediately upon becoming aware of the conflict of interest and if requested by us to complete and return to us within a reasonable time our Declaration of Interest form. You acknowledge and agree that we may at our discretion terminate this Agreement by giving you notice in writing in the event that we consider that any actual or potential conflict of interest renders the continuation of your appointment under this Agreement inappropriate.
13. You also agree that:
  - 13.1 you will not offer or give, or agree to give, to any of our employees, agents, servants or representatives any gift, commission or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or any other contract with us, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or



any such contract. Your attention is drawn to the criminal offences under the Bribery Act 2010; and

- 13.2 where you or your employees, servants, Associates, sub-contractors, suppliers or agents or anyone acting on your behalf, engages in conduct prohibited by clause 13.1 we may:
  - 13.2.1 terminate this Agreement immediately and recover from you the amount of any loss suffered by us resulting from the termination, including the cost reasonably incurred by us of making other arrangements for the provision of the Services and any additional expenditure incurred by us; and
  - 13.2.2 recover in full from you any other loss sustained by us in consequence of any breach of this clause 12, whether or not the Agreement has been terminated.

### **Price and Payment**

14. Subject to your compliance with the terms of this Agreement and the proper performance of this Agreement, we agree to pay you in accordance with clause 19 and the Schedule to this Agreement in respect of Services provided by you and requested by us from time to time pursuant to a Service Request.
15. For the avoidance of doubt and without prejudice to clause 23, all expenses you incur in connection with the provision of the Services are your sole liability and will not be considered by or reimbursed by us.
16. You agree that within 7 days of the end of each month during the period of this Agreement you will submit to us an invoice in respect of Services provided in the preceding month and that you will provide such evidence as we require from time to time of the Services for which you are submitting an invoice having been provided to the satisfaction of Peabody.
17. You acknowledge that, unless we agree otherwise in writing, we shall not be required to pay you more than the amounts specified in the Schedule during the period of this Agreement based on the estimates of the time required for the provision of each of the Services set out in the Schedule.
18. You agree that in the event that we determine in our reasonable opinion that you have not provided such Services in accordance with the terms of this Agreement or to a consistent satisfactory professional standard, we may terminate this Agreement immediately by giving you notice in writing. We may at our discretion withhold all or any part of the amounts paid or payable in accordance with the Schedule which we in our sole discretion determine relates to the element of such Services not provided in accordance with the terms of this Agreement. In the event that we exercise our right under this clause 18 to terminate this Agreement you agree to repay to us immediately any sums paid to you in accordance with the Schedule for Services not supplied or for Services not provided in accordance with the terms of this Agreement together which such additional sum as represents the additional cost to us of sourcing such Services from a third party.
19. Subject to the provisions of this Agreement, we shall pay your invoices not later than 30 days after the date on which we receive your invoice.
20. All sums referred to in this Agreement are exclusive of VAT which will be charged at the rates prevailing at the date of invoice.

21. You acknowledge and agree that you shall not, and your employees, agents, sub-contractors, partners or representatives (including but not limited to Associates) shall not, at any time become our employee, agent, partner or representative by virtue of the arrangements set out in this Agreement.
22. In the event that a Tribunal determines that the Transfer of Undertaking and Protection of Employment Regulations ("TUPE Regulations") apply you agree that you will comply and will procure that any affected third party complies with the terms of the TUPE Regulations.
23. You are solely liable for all costs associated with the provision of Services including but not limited to any materials and equipment you require in order to provide the Services and any expenses you incur in connection with the provision of the Services. You acknowledge and agree that any such materials and equipment are at your risk at all times whether or not they are left at our premises. If in our sole discretion we provide you with any materials or equipment to provide the Services, you undertake to keep such materials and equipment adequately insured to their full replacement value and to comply with all terms imposed by us from time to time in relation to the use, care and return of such materials and equipment.

### **Confidentiality**

24. For the purposes of this Agreement "Information" means all information relating to us including, without limitation, business plans, financial information, plans for new products and services, product specifications, prices, designs, drawings, data, information relating to our clients, customers and service users, and all other information relating to our business which has been or is disclosed or made available to you in any capacity by us whether orally or in writing or which has been or is learned by you in any capacity, in each case before or after the date of this Agreement.
25. In consideration of us disclosing the Information to you, you undertake:
  - 25.1 to keep and maintain the Information confidential and not disclose it to any third party without our prior written consent;
  - 25.2 not to use, copy or make any record of the Information except as strictly necessary for the purpose of providing the Services in accordance with our instructions from time to time;
  - 25.3 to disclose and permit access to the Information only to those of your employees, agents or sub-contractors (including but not limited to Associates) who necessarily need to know for the purpose of assisting you in the provision of the Services;
  - 25.4 to procure that all of your employees, agents or sub-contractors (including but not limited to Associates) who are involved in the provision of the Services are made aware of the confidential nature of the Information, comply with your obligations under this Agreement and at our request enter into a confidentiality agreement in a form acceptable to us; and
  - 25.5 to return to us all Information which is disclosed to you in documented form including all copies thereof and deliver up all notes and documents made by you containing Information to us no later than within seven days our request.
26. The obligations of confidentiality contained in clause 25 above shall not extend to:
  - 26.1 information which was in the public domain at the time of disclosure by or acquisition from us or hereafter comes into the public domain other than by your default;

26.2 information which you can demonstrate to our reasonable satisfaction was in your possession prior to disclosure by or acquisition from us and was not directly or indirectly disclosed by or acquired from a third party who required you to keep it confidential; or

26.3 information you hereafter learn from a third party acting in good faith who does not derive the same directly or indirectly from us and who does not require you to keep it confidential.

27. Information shall not be deemed to be within the exceptions set out in clause 26 merely because it is contained in more general information which is in the public domain or is learned by you or is in your prior possession and the combination of two or more portions of the Information shall not be deemed to be within the exceptions set out in clause 26 merely because each separate portion is within the said exception.

28. You acknowledge that any and all intellectual property rights subsisting in or attaching to the Information are our absolute property and that you are permitted to use and reproduce such intellectual property rights only as strictly necessary for the purpose of providing the Services.

29. You acknowledge and agree that a breach by you of any of your obligations under this Agreement may cause us irreparable harm which could not be adequately compensated for by damages and that we shall be entitled as a matter of right to seek injunctive relief as a cumulative and additional remedy to any other right or remedy available.

### **Expiry and Termination**

30. We may terminate this Agreement at any time on giving you at least one month's prior written notice at any time.

31. We may terminate this Agreement immediately on giving you written notice:

31.1 if in our sole discretion we determine that you have failed to provide the Services in accordance with this Agreement, including but not limited to in accordance with clauses 4, 5, or 6;

31.2 in accordance with clauses 8, 12, 13.2 and 18; or

31.3 if we believe in our sole opinion that our association with you may be of detriment to our reputation.

32. Either party may terminate this Agreement immediately on giving the other party written notice if:

32.1 the other party breaches any term of this Agreement and (in the case of a breach capable of remedy) the breach has not been remedied within 7 days of a written request by the party not in breach to do so; or

32.2 the other party becomes insolvent, goes into liquidation or administration (other than as part of a genuine reorganisation, amalgamation or merger) or becomes bankrupt or if the party serving the notice reasonably believes that the other party will be unable to pay its debts when they fall due.



## Consequences of Expiry or Termination

33. Unless we specify otherwise any request by us for you to provide Services after the date of termination shall be deemed cancelled without further notice or liability, whether or not you have already agreed to provide such Services prior to the date of termination.
34. Upon expiry or termination for any reason of this Agreement you shall deliver to us all letters, accounts, drawings, plans, documents and memoranda which may have been prepared by you or come into your possession pursuant to this Agreement and/or in the course of performance of the Services and shall not without our prior written consent be entitled to retain any copies thereof.
35. Subject to clause 33, expiry or termination for any reason of this Agreement shall be without prejudice to any rights, remedies or obligations accrued under this Agreement prior to termination or expiration.
36. The provisions of clauses 24 to 29 inclusive, 34, 37 and 39 to 43 inclusive shall survive expiry or termination for any reason of this Agreement.

## Intellectual Property Rights

37. You hereby agree and acknowledge that title and all copyright and all other intellectual property rights in the items referred to in clause 34 or otherwise created by you pursuant to the provision of Services shall at all times be and remain vested in us and insofar as may be necessary you hereby assign to us by way of present assignment of future copyright any copyright which may subsist in all or any letters, books of account, drawings, plans, reports, documents and memoranda produced by you in the performance of your obligations under this Agreement and you further agree that you shall at our request execute such documents or do any such thing as may be necessary to perfect or secure any of our rights under this Agreement.
- 37A. You will not use any of Peabody's branding (including any of our logos) or other intellectual property rights without our express written permission.
38. You agree that you shall not use any intellectual property rights owned by any third party in connection with the performance of your obligations under this Agreement.

39. You hereby agree to indemnify us and to keep us fully and effectively indemnified:

- 39.1 against all losses, damages, costs, claims, demands or proceedings of whatever nature, arising from any claim by any third party that any use of the materials, intellectual property rights or software (pre-existing or otherwise) used or supplied by you in connection with this Agreement infringe the intellectual property rights of any third party;
- 39.2 for all and any loss to us howsoever arising in connection with the performance or non-performance of your obligations under this Agreement, including without limitation, breach of contract and/or negligence or other tort, fraud, dishonesty, criminal or malicious acts by you in connection with any service provided by you under this Agreement; and
- 39.3 for all and any loss to us howsoever arising (including, without limitation, personal injury, damage to property and/ or third party claims) as a result of or in connection with the performance of the Services.

40. You will maintain in full force and effect for the duration of this Agreement and for not less than six years thereafter the following insurances in each case with a reputable underwriter in an amount of not less than the amount indicated in brackets for any one claim or series of claims arising from any one event:

- 40.1 professional indemnity (£2 million);
- 40.2 employer's liability (£5 million); and
- 40.3 and public liability insurance (£10 million)

together with such other insurances in appropriate amounts as may be associated with the risks associated with the performance or non-performance of your obligations under this Agreement, in each case such insurance to be for the benefit of any claim which may be made by us.

#### **Data Protection and Freedom of Information**

41. You acknowledge that we and you shall collect and process personal information about individuals (including but not limited our employees, officers, clients, customers and service users) to enable us and you to perform our respective obligations under the Agreement. We and you agree to comply with the General Data Protection Regulation ("GDPR") in our respective processing of this information, as a Data Controller as necessary, to the extent that such information constitutes Personal Data as defined in the GDPR and you undertake to enter into any additional agreement with us pursuant to our reasonable request in relation to your processing of information under this Agreement. You hereby agree to indemnify us against any losses we suffer due to your failure to comply with any obligations under the GDPR.

42. You acknowledge that we may after this Agreement has been entered into be designated a public authority for the purposes of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (together "FOI Legislation"), that we currently deal with a number of public authorities and that we may be required under FOI Legislation and associated guidance, codes of conduct and codes of practice to disclose certain information about you and our and your activities pursuant to a request for information from any third party. You agree to provide us free of charge with such cooperation as we may reasonably require in order to deal with any request for information. We shall use reasonable endeavours to inform you if we receive such a request in relation to information which identifies you.



43. You acknowledge that we may be required to, and you agree that we may, disclose financial and other confidential and personal information about you to any public body from which we receive funding. A list of such public bodies from time to time is available on request. You agree to provide us with all financial and other confidential and personal information requested by any such public bodies from time to time.

### **Dispute Resolution**

44. You and we will use reasonable endeavours to negotiate in good faith and settle any material dispute between us in connection with this Agreement or the provision of the Services. If any such dispute is not settled within 14 days through negotiations between our and your respective representatives, the dispute shall be referred to our Head of People Relations & Wellbeing, James Lincoln who will meet with your senior representative in order to try to resolve the dispute.

45. If any dispute is not resolved within 14 days of the meeting specified in clause 47 you or we may propose in writing that structured negotiations be entered into with the assistance of a third party within 14 days of that meeting ("Structured Negotiations"), before resorting to litigation.

46. If you or we do not:

- 46.1 propose in writing that Structured Negotiations be entered into in accordance with clause 45;
- 46.2 agree to enter into Structured Negotiations pursuant to a proposal; or
- 46.2 resolve the dispute within 14 days of entering into the Structured Negotiations

you or we may refer the dispute to the courts.

47. We and you shall each bear our own costs of attempting to resolve any dispute in accordance with clauses 44 and 45.

### **Changes to this Agreement**

48. This Agreement may not be varied by either party other than by way of a formal written variation signed by your and our authorised representatives.

### **General**

49. You agree that we may at any time on 72 hours' notice inspect such of your accounts, books and financial records as relate to the provision of the Services and your obligations under this Agreement.

50. Any queries relating to this Agreement should be directed to our Head of People Relations & Wellbeing, James Lincoln.

51. Nothing in this Agreement:

- 51.1 confers on any third party any benefit or any right to enforce any term of this Agreement.
- 51.2 shall constitute you as our agent. You shall not have any right or power whatsoever to contract on our behalf or bind us in any way in relation to third parties and shall not hold yourself out as having any such authority; or
- 51.3 shall constitute a partnership or joint venture between you and us.



52. You shall not use our name, or any name or logo associated with us, in any manner without our prior written consent.
53. We may assign the benefit of this Agreement in whole or in part to any third party and may require that you enter into (and you hereby agree to enter into) an agreement to novate the whole or part of this Agreement to any third party.
54. You may not assign or novate your obligations under, this Agreement to any party without our prior written consent.
55. In the event of conflict between the terms of this letter, the Schedule to this letter, the Annex to this letter and any other document, policy or procedure referred to in this letter the following order of precedence shall apply: this letter, the Schedule, the Annex, the other documents, policies and procedures.
56. If any provision of this Agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this Agreement and the remainder of such provision shall continue in full force and effect.
57. Failure or delay by us in enforcing or partially enforcing any provision of this Agreement will not be construed as a waiver of any of our rights under this Agreement.
58. Any waiver by us of any breach of, or any default under, any provision of this Agreement by you will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of this Agreement.
59. The formation, existence, construction, performance, validity and all aspects of this Agreement shall be governed by English law and the English courts shall have exclusive jurisdiction to hear disputes between us.
60. You shall not use any aspect of the Services or our involvement in the Services for any promotional purpose without our prior written consent. If you learn of or become aware of an opportunity to promote any aspect of the Services or our involvement in the Services, you shall promptly notify us and we, in our sole discretion, shall determine whether we would like you to participate in such promotional opportunity. Where we consent to your participation in such promotional opportunity, you shall promote the Services and/or our involvement in the Services as directed in writing by us and shall ensure that all written or printed materials relating to such promotional opportunity are submitted to and approved in writing by us prior to their use.
61. You will use all reasonable endeavours to ensure that your business and that of your subcontractors (of all tiers) and supply chains are free from slavery and human trafficking.

### **Social Value**

62. Under the Public Services (Social Value) Act 2012 Peabody has a duty to ensure that money spent on services create the greatest social, economic and environmental value for local communities.
63. Proposals submitted during the tender stage will be used as a starting basis for Social Value commitment.



64. Peabody is committed to a performance and evidence-based approach to Social Value, based on the UK Social Value Bank developed by the Housing Associations' Charitable Trust (HACT). During the duration of this framework, Providers are required to propose credible targets against which performance will be monitored using the HACT Social Value Insight tool. This will be led by the Peabody Community Foundation.
65. Peabody use Alcumus SafeContractor and SafeSupplier to identify the competencies and capabilities of our contractors and suppliers. This supports us in raising standards in line with our commitment to a safer and more sustainable Peabody, and to grow our relationship with like-minded suppliers.
66. Any successful tenderer must become a member of the Alcumus SafeContractor or SafeSupplier scheme within 60 days of award. Failure to comply with this requirement shall be deemed to void the entire contract.
67. You agree that you shall be bound by the ethical guidelines - specifically the Ethical Trading Initiative Base Code ([ETI Base Code | Ethical Trading Initiative](#)), regulatory requirements and any other standards or guidelines of any relevant professional or other institutions or regulatory bodies to which individuals or businesses providing services in the nature of the Services are routinely bound ("Professional Standards") and that you will act at all times in compliance with the Professional Standards.
68. You agree that you shall be bound by the ethical guidelines – specifically the Ethical Trading Initiative Base Code, regulatory requirements, and any other standards or guidelines of any relevant professional or other institutions or regulatory bodies to which individuals or businesses providing services in the nature of the Services are routinely bound ("Professional Standards"). You further agree to always act in compliance with the Professional Standards, including the requirement to pay all staff involved in the delivery of the Services at least the **Real Living Wage**, as defined by the Living Wage Foundation.

**Schedule A****Detailed Scope of the Services**

Peabody tender  
response - Smart Clin

**Introduction**

Hello!

Many thanks for inviting us to tender for your occupational health services.

At Smart Clinic we don't participate in many tenders, as we prefer to provide access to all the information you require to make your decision via our website and brochure. We will presume at the point of submitting this that you have read all the preliminary information that has been sent over, and have had chance to review our website and marketing materials, and we will only submit a tender response where we genuinely believe we will be the most suitable provider available to you.

To ensure we have provided you all the information you require, we have followed your proposed structure in section 2 of your 'ITQ' document, and included a response to each question separately and directly. We have also appended important supporting material in the form of our brochure, and our SLA.

For this reason you may find our tender response shorter, and more direct than others. This is a deliberate effort to provide you with the information you require.

Any information that we have submitted in our tender is true and accurate to the best of our knowledge, but of course any agreement between both parties will only be valid from the day it was agreed, and using the mutually agreed wording and contractual clauses. You can do this any time by creating an account via our website.

As ever, if you have any questions or require clarification, we'd be delighted to help.

Keep smiling,

Harry

**Section A – Company overview****Company name, address, and contact details.**

APL Health Limited, trading as **Smart Clinic**.

9 Brunel Court, Northwich, Cheshire, CW9 7LP

[hello@smartclinic.com](mailto:hello@smartclinic.com) / 0800 862 0142

**Brief company history and experience providing OH services.**

Smart Clinic are a specialist occupational health provider. We've just celebrated our 10<sup>th</sup> birthday.

We have a headcount of around 50 staff, comprising mostly of clinical staff and support staff.

Originally we specialised in the education sector and to this day we support over 1,000 schools, and around 800 businesses / charities. This includes many special needs schools and charities, as well as some household names. You can see a small selection of these [here](#) and [here](#).

**Relevant accreditations, industry certifications, and regulatory compliance.**

We are a SEQOHS accredited provider, and have Cyber Essentials certification.

We are also accredited by EAPA for employee assistance services, and the BACP for corporate counselling and mental health services.

Additionally each clinician is accredited with their relevant governing bodies, such as NMC, GMC, FOM, BACP or HCPC.

### Objectives, approach and methodology

1.1 Please provide a statement confirming how you will meet each of the requirements as set out in the Specification.

Please confirm how you will meet each of the requirements set out in the Specification, including but not limited to:

- Turnaround times for appointments and reports

Turnaround times for cases is one of the most common compliments we receive about our service, and is one of the key reasons that many clients choose to work with Smart Clinic. We consider ourselves to be more efficient and reactive than any other good quality occupational health provider in the UK.

We monitor our turnaround times daily, to ensure we aren't just providing arbitrary 'KPI' or 'SLA' timescales, we're providing you the genuine average timescales that we achieve.

To see these, please view page six of our brochure.

- Communication protocols with referring managers

We stay in touch with you throughout.

Every case you have with us will have a case timeline, which displays exactly what actions we have taken to date, so you can see the progress at all times. It helps you to navigate those tricky, time sensitive cases, or perhaps those where the employee is not engaging as proactively as you'd have hoped.

Take a look at our reports and usage video here to see it in action: [Learning Hub – Smart Clinic](#)

- Quality and clarity of medical reports

There are a number of aspects that constitute a good quality report.

Firstly, the referral needs to ensure it obtains all the information and guidance we require. That's why we've built our own portal, with our own step-by-step referral form. It has no word limits on it, and provides you the ability to upload background documents and ask questions.

Secondly, we need to understand your requirements. So we triage every referral that you make to us, allowing us to allocate it to the appropriate clinician, and come back to you if we have any questions or would like any further background information.

Thirdly, we need to ensure our clinicians are trained appropriately, and have the skills and personality to conduct your cases properly. That's why we use our team of in-house experts, who will get to know you and your company. We never outsource your occupational health work, and don't use the same 'network' of clinicians that so many other companies use.

Fourthly, we allocate time. Our standard appointment slot is two hours long, allowing us to fully assess the individual independently, and provide detailed, impartial advice, that doesn't just regurgitate what the employee says.

You can see examples of some of our reports here: [Occupational health for businesses – Smart Clinic](#)

- Ability to contextualise advice for Peabody's environment

This forms the basis of a good occupational health report. I believe the section above will provide further reassurance on this.

- Coverage across London and outside London

We support clients throughout the UK. Most of our services are conducted remotely, so location is never an issue.

- Digital provision (video consultations, online wellbeing portal)

It's in our name, we do things the 'Smart' way. This means marked leading online portals, smartphone apps and video assessment capabilities. Checkout our learning hub to see some of this in action. [Learning Hub – Smart Clinic](#)

- Ability to provide ad hoc on-site services

Part of our triage process is to determine what the most appropriate clinical assessment will be for each individual. This includes checking to ensure we will be able to successfully assess the individual remotely. In the overwhelming majority of instances, remote assessments will be suitable, and arguably better. If this is ever not the case, we will contact you to make alternative arrangements, which may involve travelling to see the individual, or arranging a clinical location for them.

## 1.2 Please provide your approach detailing your implementation, paying regard to the overall objectives

Please provide your approach to implementation, including:

- Your mobilisation plan and readiness to transition into service
- Account management structure and escalation processes
- Training and briefing plans for clinicians to understand Peabody's business context

How you will monitor and maintain service consistency and client satisfaction

- Your approach to working in partnership with Peabody to enhance service delivery over time

There is a tendency to overcomplicate procurement and onboarding with occupational health companies.

You won't get that with us though.

All we will require from you is a documented acceptance of your terms, and a list of those you'd like to have admin access to our portal (for instance to make referrals).

There are some other optional steps that we could implement if you also feel this would be helpful. This would include an initial 'kick-off' meeting, where we can discuss more about your organisation, job roles, risks, processes and procedures. Here we can cover off some useful topics for our clinicians, such as whether you have a hybrid working policy, what your sick pay policy is, and what your absence management stages involve.

We can also run a single, or multiple training sessions. This would include both technical training on how to use the system, and some skills training on how to make a great occupational health referral, and how to best interpret reports.



In terms of account management, you will have a single email address and telephone number for all your queries, which will direct you to our helpful (and super speedy) client team. You'll also have a dedicated point of contact for all matters of escalation, and contractual queries.

Thereafter, we will be led by you. Some clients like periodic review meetings, some prefer to discuss any matters 'in the moment'. Our team are so fast and helpful, that we're happy with either...or both.

We monitor client satisfaction like a hawk – any issues and we'll get them resolved, and any dissatisfaction we'll investigate promptly and thoroughly. Afterall, you need to be able to trust your OH provider!

**1.3 Please provide some further explanation around your capacity to meet the five-day turnaround in relation to sickness absence and medical referral consultations.**

Your answer should include:

- Appointment booking process from referral receipt to appointment offer and completion
- Typical staffing levels and clinician availability
- How urgent cases are prioritised
- Your systems to flag delays and maintain SLAs
- How you communicate progress with referring managers and HR

Please see section 1.1 for information around timescales and turnaround times.

In summary response to the above;

Once we have triaged your referral, we will be in touch with your employee to provide consent and book their appointment at a time convenient to them. This can be done on paper, online, or via WhatsApp. Please see our Learning Hub to see this in action: [Learning Hub – Smart Clinic](#)

- To see our staffing levels, please meet our team here: [Smart squad – Smart Clinic](#) To see our clinician availability, please see section 1.1 above.
- All clients are treated with the same quality and urgency as each other – you will see from our turnaround times that we are particularly quick.
- If there are any delays due to the employee not engaging with us, we will send you notification emails after one week, and two weeks. Additionally, and as above, you will have a case timeline for every case so you can see exactly what stage we have reached at any given time.
- Please see above

**1.4 Please provide some further explanation around your capacity and expertise to deliver the Occupation Health services for Peabody Trust.**

Include in your response:

- Relevant qualifications and experience of your team
- Your approach to ensuring continuity and consistency across consultations
- How your clinicians tailor advice to organisational realities
- Case conferencing capability
- Experience in the social housing or similar public sector context
- Our occupational health clinicians all have advanced qualifications in occupational health / medicine. For nurses this would typically be a SCPHN(OH) qualification or equivalent. For doctors this would be, as a minimum, the MFOM (consultant level) qualification, placing both doctors and nurses on their relevant specialist registers. All clinicians have also undergone a minimum of three months training specifically with Smart Clinic, to work consistently with our high standards and expectations.

- In addition to the above, we have a fairly extreme audit and quality control process in place. This was something that was remarked upon by SEQOHS when we became accredited, and was an area of celebration for our service. This ensures our output is consistent, and clinically excellent.
- This is all part of the skill of a good quality occupational health consultation. Please see our response to the 'Quality and clarity of medical reports' question.
- Case conferences, and/or any clarification to a report is usually a sign that the service hasn't gone very well for you, because the report hasn't provided you the clarity of advice you required, which we would see as a failure on our part. Fortunately, this is not common with us, and you will typically find our reports to directly answer your questions and reasons for making the referral, so case conferences shouldn't be necessary, however should you ever require any clarification or discussions around the report, we're happy to help where we can, and where appropriate.
- We work with an enormous amount of public sector organisations, including over 1,000 schools, GP surgeries, councils and much more. Other organisations we work with that have similarities to yourselves include MHA, Halton Housing and Stonewater, to name just a few. You can see more of our clients here: [Meet our clients – Smart Clinic](#)

## Compliance

### 1. Compliance

2.1 Can you describe how you will ensure that you comply with the obligations under Data Protection Act 1998, Medical Reports Act 1988 and Control of Substances Hazardous to Health Regulation (COSHH) 1994.

Please describe how your organisation complies with the following:

- Data Protection Act 2018 (updated from 1998)
- Access to Medical Reports Act 1988
- Control of Substances Hazardous to Health (COSHH) Regulations 2002 (updated)

Explain your record management processes, data storage security, and confidentiality controls, particularly in relation to OH records.

Please view our full data policy, and any other relevant policies to review how we comply with the relevant data protection regulations (please note the above references the Data Protection Act 1998 in error).

### [Procurement information – Smart Clinic](#)

You can also see our online client areas and consent processed in action here, so you can review the diligent but user friendly way we approach this: [Learning Hub – Smart Clinic](#)

The Access to Medical Reports Act 1988 is mostly only relevant when we seek additional information from a GP or treating specialist, at which point we would ask the employee to complete an additional consent form for us to append to our request letter.

COSHH regulations are typically more relevant to health and safety departments, and health surveillance programmes. Since your spec did not make any reference to health surveillance, this has not been included as part of the tender. If you are concerned that this may be relevant, please contact us to arrange a needs assessment and we can review and consider any health surveillance requirements.

### 2.2 Provide a copy of your standard terms and conditions of business for review.

Attached. Please note that in the event of any conflict or inconsistency between the Client's terms and conditions and those of Smart Clinic, the terms and conditions of Smart Clinic shall prevail and take precedence.

3.1 Please provide a minimum of two referees for customers receiving services similar to those required by Peabody.

Please see the attached information. This is considerably more independent than us providing references, and if you visit the 'HR Ninjas' group you will be able to find (or seek) people's opinions who have used Smart Clinic, without us purely selecting the clients who will say nice things about us.

#### Recommendations and testimonials – Smart Clinic

3.2 Please provide an example of a typical medical report, that demonstrates that a full probative and dynamic assessment has been undertaken which has resulted in clear, informative advice and recommendations. For example:

- Answers referral questions directly
- Provides clear, structured advice for managers
- Offers recommendations that are practical and aligned with the business environment
- Demonstrates your clinician's ability to explain medical reasoning in plain English

Please see some example reports here: [Occupational health for businesses – Smart Clinic](#)

3.3 Information only. Please provide locations of your offices.

Our office location and contact details can be found here: [Contact – Smart Clinic](#)

#### **Other Peabody requests**

##### **Artificial intelligence checklist**

No AI was used to complete any of the tender, or information referenced within.

#### **Pricing**

The pricing for our services can be found in our brochure. Please reference this, so that where there are any discrepancies in wording or expectations, you can clearly identify our pricing structure and what the price relates to. You can also reference this in the accompanying SLA.

#### **Form of tender**

**To: [Peabody]**

**Date: [12/05/2025]**

#### **PROVISION OF Occupational health services**

**From: [Bidder to insert name of organisation submitting Tender Submission]**

**Of: [Bidder to insert registered address]**

1 Having examined the Invitation to Tender and all other tender documents, and being fully satisfied in all respects with the requirements of the ITT (including the Instructions to Bidders, we hereby offer to provide the services for the following Lots: PEO680] in conformity with the specification (Specification) and the contract (Form of Contract) for the rates and prices set out in the pricing submission.

2 We understand that the Client is under no obligation to accept our Tender Submission for the services and may accept or may reject our Tender Submission.

3 We agree that the insertion by us of any conditions qualifying this Tender Submission or any unauthorised alteration to any of the tender documents shall cause the Tender Submission to be rejected.

4 In further consideration of the Client considering this Tender Submission we agree that this offer shall remain open for acceptance and shall not be withdrawn for [six]<sup>1</sup> months from the date fixed for the return of Tender Submissions (the [Final] Tender Submission Deadline).

5 We confirm that in submitting this Form of Tender we agree with the Client in legally binding terms to comply with the provisions relating to confidentiality set out in paragraph **Error! Reference source not found.** of Section 6 (Instructions to Bidders) of the ITT and any other provisions regarding confidentiality set out in the tender documents.

6 In submitting this Tender Submission, we warrant, represent and undertake to the Client that we have not done, and will not do, any of the acts or matters referred to in paragraph **Error! Reference source not found.** of Section 6 (Instructions to Bidders) of the ITT and that we have complied in all respects with the Invitation to Tender.

7 We agree that unless and until a formal contract is prepared and executed, the offer set out in this Tender Submission constitutes an unconditional and irrevocable offer by us which shall be capable of acceptance by the Client.

8 We agree, if required, to enter into a contract to be executed as a deed in the form accompanying the ITT to be prepared (each party bearing its own costs) embodying the terms of this Tender Submission and the documentation listed above which are for all purposes to be deemed to form part of this Tender Submission.

9 We certify that the details of this Tender Submission have not been communicated to any other person or adjusted in accordance with any agreement or arrangement with any other person, firm or company.

10 We understand that the Client is not bound to accept the lowest or any Tender Submission that they may receive, and they will not pay any expenses incurred by us in connection with the preparation and submission of this Tender Submission.

11 We certify that this is a bona fide Tender Submission and that we are authorised to submit the same by our organisation.

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<sup>1</sup> Client to align with paragraph 3.2 of the Instructions to Bidders in Section 6 of the ITT

## Schedule B

### Agreed Schedule of Rates and Fees



Appendix 2 Pricing  
Schedule - (1).docx

## Section 9- Pricing Schedule

Please note these should be of a fixed price for the duration of the contract for 12 months.

### PRICE/COST SCHEDULE

Item Number	Item Description	Cost (Excluding VAT)
1	Sickness Absence/Health Condition Consultation – OH Medical Advisor  Cost per telephone consultation  Cost per face-to-face consultation	<b>£140 per case</b>
2	Obtaining a GP/Specialist Report	<b>£0</b>
3	Administration Costs	<b>£0</b>
4	Contract Maintenance Charge (If applicable)	<b>£0</b>
5	Health Events/Fairs Cost	<b>NA</b>
	Total Cost  <b>Please note, this is with the assumptions that we discussed. Please see our pricelist for prices per case.</b>	<b>15 x OHP cases = £6,000 285 x OHA cases = £39,900  Total of both = £45,900</b>

**Appendix 1****Smart Clinic SLA**

Pay-as-you-go SLA  
2025 (175).pdf



# SMART CLINIC – PAY-AS-YOU-GO USAGE

SERVICE LEVEL AGREEMENT IN RELATION TO AD-HOC  
OCCUPATIONAL HEALTH AND WELLBEING SERVICES V7.0

## Introduction



Many thanks for your interest in Smart Clinic. As a developing business, we really appreciate the faith that our customers put into us when they sign up to work with Smart Clinic. To ensure that our customers are getting what they expect, and more, we have put together a service level agreement which sets out exactly what you can expect from us, and what we may need from you to achieve this.

We make every effort to use plain English in everything we do, including our clinical reports, and hopefully this agreement should be no exception. We've worked on it to make it easy to understand and unambiguous. However, if you have any queries or would like anything clarifying on the agreement, we would be more than happy to talk you through it.

Once again, thank you for signing up to Smart Clinic. It's customers like you that make Smart Clinic the thriving, honest and ethical business we are today, and with your ongoing support we will be able to continue to provide our excellent service for many years to come.

## 1. Service agreement

This Service Agreement is effective from the date it was sent to you and replaces any other existing Service Agreements. Smart Clinic will be providing occupational health, wellbeing and related services to the employees of Your Organisation ('the employees').

Your Organisation, (hereinafter referred to as 'Your Organisation' or 'customer'); as a customer of APL Health Limited (company registered number 09419480), (hereinafter referred to as 'Smart Clinic').

By using your Smart Clinic account, you are confirming that you have the authority to make the financial management decisions relating to occupational health and wellbeing on behalf of Your Organisation, and you're agreeing to the terms of this agreement.

## BACKGROUND

- (A) Smart Clinic is in the business of providing occupational health, wellbeing and related services.
- (B) Your Organisation agrees to obtain and Smart Clinic agrees to provide the Services to the Employees of Your Organisation on the terms set out in this agreement.

## INTERPRETATION

There are definitions and rules of interpretation attached as Appendix A apply in this agreement. **By using Smart Clinic, you are agreeing to all charges and terms set out in this agreement.**

## 2. Duties of Smart Clinic

Smart Clinic shall be obligated to offer the following remote services to members of staff included on the staff list via online questionnaire, telephone or our chosen video conferencing software, and for the prices set out in the following:

### Management referrals

Service	Price
Occupational health assessment (nurse)	£140
Occupational health assessment (physician)	£400
Pre-placement screening (subject to organisation type)	£30
Musculoskeletal assessments	£80
Return to work questionnaire	£5
Stress and mental wellbeing risk assessments	£20
Cognitive function assessments	£290
Workplace mental health assessments	£250

Access to employees is optional, and can be made available only to employees you choose to give access to.

Service	Price
Physiotherapy	£75 per session
Counselling	£75 per session
Anxiety management	£75 per session
CBT	£75 per session
Online CBT	£150 per course
Adult / youth mental health first aid	£325 per attendee

## Other

Other charges for ad-hoc work, not otherwise included in our day-to-day provision.

Service	Price
Procurement setup (company director)	£100 per hour
Ad-hoc development work (PHP developer)	£90 per hour
Outsourced administrative work (client support administrator)	£50 per hour

Please contact us if you require a cost estimate.

### 3. Procurement and onboarding

At Smart Clinic, if you opt for a pay-as-you-go service, there is no cost to setup your account, nor are there any ongoing management fees or retainers.

To assist you with a speedy and efficient occupational health process, we have published all the information you will require to set Smart Clinic up as a supplier here: <https://smartclinic.com/procurement-information/>

We recognise that some companies also have their own unique processes for setting up new suppliers. Although these are usually administrative, and can be completed by your organisation internally, if there is anything not covered within the procurement information link above, or that you would prefer us to complete instead of your organisation, we are able to do this.

The hourly cost for completing such information is set out in section 2 above, under the heading 'Procurement Setup'. By having an account with Smart Clinic or by making any such requests you are agreeing to this charge. Please also contact us if you require an estimate before doing so.

### 4. Smart Clinic shall be obligated to perform the following duties:

1. Use reasonable endeavours to provide the facilities and staff required to operate a professional occupational health and wellbeing service for your Organisation's Employees for the duration of this agreement.
2. Comply with all Applicable Data Protection Laws and further details can be found within our Data policy which can be accessed at any time via our website here; <https://smartclinic.com/procurement-information/>. This Clause is in addition to, and does not relieve, remove or replace a party's obligations or rights under Applicable Data Protection Laws.

3. Provide usage reports accessed via your client area. If any additional statistics or data is required this can be provided on request for an administrative charge of £30 per hour, or a development charge of £90 per hour.
4. Ensure that all case decisions, which would incur further costs, which are not covered under the relevant agreement sections, are referred to Your Organisation for prior approval.
5. Engage in occupational health services with employees as instructed to do so, and support Employees with reasonable administrative queries relating to the occupational health services as required. All other queries, including disputes between Employee and employer, will be referred back to Your Organisation to manage.
6. Smart Clinic reserves the right to refuse a referral on the grounds of it being inappropriate, or not within the training and qualifications of the clinical professional.
7. In respect of Occupational Health referrals, attempt to make contact with the Employee within two working days and following successful contact, advise Your Organisation within two working days where an Occupational Health assessment has been arranged.  
Following completion of an Occupational Health assessment, provide the report to the Employee for approval within five working days of the assessment taking place.
8. In the case of an Occupational Health referral where initial contact was unsuccessful, attempt to contact the Employee on at least one further separate occasion over the next five working days.
9. Where Smart Clinic receives no further contact from the Employee following an attempt made in accordance with Clause 4 Paragraph 8, or where an Employee fails to attend an assessment or where an Employee withdraws consent, notify Your Organisation within one working day.
10. If Smart Clinic's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Your Organisation, its agents or Employees, then, without prejudice to any other right or remedy it may have, Smart Clinic shall be allowed an extension of time to perform its obligations equal to the delay caused by Your Organisation.

## 5. Obligations of Your Organisation (and employees):

Your Organisation and clients shall be obligated to:

1. Provide Smart Clinic with relevant background information, as Smart Clinic may require, and instructions when referring Employees for services via your online client area.
2. Attend pre-booked appointments for management referral cases. Non-attendances, or Late Cancellations will remain chargeable at the full rate defined in Section 2. A Late Cancellation is an appointment that is cancelled by either Your Organisation or the Employee, less than one Working Day prior to the scheduled appointment time.
3. Handle all information lawfully and according to the Applicable Data Protection Laws.

## 6. Fees and services:

1. Smart Clinic shall charge fees only within prices listed in Section 2, unless otherwise agreed.
2. Smart Clinic reserves the right to review and amend prices for services once per year.
3. Your Organisation shall pay each invoice submitted to it by Smart Clinic within 30 days of receipt to a bank account nominated in writing by Smart Clinic.
4. Without prejudice to any other right or remedy that it may have, if Your Organisation fails to pay Smart Clinic any sum due under this agreement on the due date:
  - (a) Your Organisation shall pay interest on the overdue sum from the due date in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.
  - (b) Smart Clinic may suspend all or part of the Services until payment has been made in full.
5. All sums payable to Smart Clinic under this agreement:



(a) Are exclusive of VAT, and your Organisation shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and

Shall be paid in full without any set-off counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

## 7. Terms and renewal:

As these services are delivered on an 'ad-hoc' basis, there is no notice or termination period for either party relating to this agreement.

## 8. Archiving and transfer of data:

1. Smart Clinic shall store all documents for a minimum of seven years after closure of file/case.
2. If a transfer of medical records or transfer of data is necessary, we will work with your incumbent provider to accept the information in an appropriate format. Any costs charged by your incumbent provider must be met by you, the customer.
3. If in the future you wish to transfer your medical records held by us to another provider, we will charge an administration fee of £30 per record, to release these. Please see the data policy in the footer of our website ([www.smartclinic.com](http://www.smartclinic.com)) for more details.

## 9. Termination or changes:

1. Without affecting any other right or remedy available to Smart Clinic, Smart Clinic may terminate this agreement with immediate effect by giving written notice to Your Organisation if:
  - (a) Your Organisation fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 7 days after being notified to make such payment; or
  - (b) Your Organisation commits a material breach of any term of this agreement; or (c) There is a change of Control of Your Organisation.
2. On Termination of this agreement:
  - (a) Your Organisation shall immediately pay to Smart Clinic all of Smart Clinic's outstanding unpaid invoices and interest and, in respect of the Services supplied but for which no invoice has been submitted, Smart Clinic may submit an invoice, which shall be payable immediately on receipt;
3. Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

## 10. Force Majeure

1. Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:
  - (a) acts of God, flood, drought, earthquake or other natural disaster;
  - (b) epidemic or pandemic;
  - (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
  - (d) nuclear, chemical or biological contamination or sonic boom;
  - (e) any law or any action taken by a government or public authority, including imposing an export or import restriction, quota or prohibition;
  - (f) collapse of buildings, fire, explosion or accident; and
  - (g) non-performance by suppliers or subcontractors; and
  - (h) interruption or failure of utility service
2. Provided it has complied with Clause 10 Paragraph 3, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (Affected Party), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

3. The Affected Party shall:
  - (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
  - (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
  - (c) If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 2 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 7 days' written notice to the Affected Party.

## 11. Confidentiality and references:

1. Each party agrees not to disclose to any third-party individuals or organisations the details of Your Organisation's individual service level agreement or the Charges agreed within. Further information can be found on the '[non-disclosure of commercially sensitive information section](#)' of our website.
2. Smart clinic may disclose the other party's confidential information:
  - (a) To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising Smart Clinic's rights or carrying out its obligations under or in connection with this agreement. Smart Clinic shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 11; and
  - (b) As may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
4. Subject to this Clause 11, each party is permitted to use their respective logos and website links to promote the relationship between both parties. It also gives each party permission to share the contact details of any 'Administrators' with third parties for the purposes of providing a reference to prospective commercial partners or clients.

## 12. Limitation of liability

1. Smart Clinic has obtained insurance cover in respect of its own legal liability for public and professional liability claims not exceeding £5 million and liability for medical malpractice and professional indemnity claims not exceeding £10 million. The limits and exclusions in this clause reflect the insurance cover Smart Clinic has been able to arrange and Your Organisation is responsible for making its own arrangements for the insurance of any excess loss.
2. References to liability in this clause 12 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
3. Nothing in this clause 12 shall limit Your Organisation's payment obligations under this agreement.

## 13. Health surveillance

This agreement relates to Absence Management Services, also known as 'case management'. It also includes wellbeing and therapy support for The Employees. It does not include any Statutory Health Surveillance support or advice relating to safety critical work, and this does not fall within the responsibility of Smart Clinic as part of this agreement. If you believe Your Organisation may require health surveillance, or you are unsure, please contact Smart Clinic.

## 14. Governing Law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales

## 15. Jurisdiction

1. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.
2. This agreement has been entered into on the date stated at the beginning of it.

## Appendix A – DEFINITIONS

**Absence management services:** Occupational health management referral services as referenced in section 2.

**Administrators:** Those listed on the Smart Clinic admin client area as having administrative permissions.

### Applicable Data Protection Laws:

- a) To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.
- b) To the extent the EU GDPR applies, the law of the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

**Charges:** The total charges for the Services as listed in section 2.

**Clinical Professional:** An individual with clinical training, such as a nurse, doctor, physiotherapist, counsellor, cognitive behavioural therapist or other medical professional.

**EAP:** Employee assistance programme

**Employees:** Those employees of Your Organisation who have valid contracts of employment as at the Date of this agreement.

**Late cancellation:** An appointment that is cancelled or rescheduled with less than one Working Day (eight working hours) of notice

**Minimum Headcount:** The total number of Your Organisation's Employees as declared by Your Organisation as part of this agreement, representing the entirety of your Employees.

**Non-Attendance:** An Employee does not answer for their remote appointment, or appear in person for face-to-face appointments at the time, or within 15 minutes of the scheduled time, irrespective of reason.

**Staff List:** List comprising of Your Organisation's Total Headcount to include as a minimum the Employee's first name, last name, email and date of birth.

**Statutory Health Surveillance:** A system of ongoing health checks for employees who are exposed to occupational hazards such as noise or vibration, ionising radiation, solvents, fumes, dusts, biological agents and other substances hazardous to health, or work in compressed air.

**Total Headcount:** The total number of Your Organisation's Employees as shown in the Staff List.

**VAT:** value added tax chargeable in the UK.

**Working Day:** Monday to Friday, 9am to 5pm, excluding bank holidays.



We agree to be bound by the terms of this Agreement.

**SIGNED BY PEABODY**

Signature: 

Name: James Lincoln

Position: Head of People Relations  
and Wellbeing

Date: 16 / 10 / 2025

**SIGNED BY SMART CLINIC**

Signature: 

Name: Harry Cramer

Position: Director

Date: 14 / 10 / 2025

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File name	Smart_Clinic_Serv..._Conditions3.docx
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