

saferlondon

saferlondon

Safer London (1)

and

[Provider] (2)

Standard Services & Consultancy Contract

CONTENTS

SCHEDULE 1	SERVICES AND PAYMENT.....	2
SCHEDULE 2	CONTRACT PARTICULARS.....	3
SCHEDULE 3	CONDITIONS OF CONTRACT	6
1.	INTERPRETATION.....	6
2.	REPRESENTATIVES	15
3.	PROVIDER'S OBLIGATIONS	16
4.	REGULATORY REQUIREMENTS.....	17
5.	STAFF	18
6.	MONITORING AND COMPLAINTS	19
7.	PAYMENT	20
8.	INTELLECTUAL PROPERTY	23
9.	PUBLICITY AND REPUTATION	23
10.	CONFIDENTIALITY AND SECURITY OF INFORMATION	24
11.	DATA PROTECTION.....	25
12.	FREEDOM OF INFORMATION	29
13.	RECORDS AND AUDIT.....	30
14.	EQUALITY AND DIVERSITY	31
15.	SUBCONTRACTING & ASSIGNMENT.....	32
16.	LIABILITY	35
17.	INSURANCE.....	36
18.	FORCE MAJEURE	37
19.	CORRUPTION, BRIBERY AND CONFLICTS.....	38
20.	TERMINATION	39
21.	WAIVER AND SEVERABILITY	43
22.	EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE.....	43
23.	VARIATIONS	44
24.	ENTIRE AGREEMENT	44
25.	THIRD PARTIES.....	44
26.	NO PARTNERSHIP OR AGENCY	44
27.	NOTICES.....	44
28.	DISPUTE ESCALATION PROCEDURE	45

29.	GOVERNING LAW AND ENFORCEMENT.....	46
30.	COUNTERPARTS	46
	SCHEDULE 4 KPI SCHEDULE.....	47

CONTRACT (“this Contract”) dated

20[]

PARTIES:

- (1) **Safer London** a charity (registered charity number 1109444) whose company registration number is 5190766, registered office is at Skyline House, 200 Union Street, London, SE1 0LX, contracting on its own behalf (“**the Client**”); and
- (2) [] of [] (“**the Provider**”).

INTRODUCTION:

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

IT IS AGREED THAT:

1. The Provider shall provide the Services set out in Schedule 1 [*Services and Payment*] subject, where that Schedule states that Services are to be instructed by Orders, to the issue of an Order for those Services, in accordance and in compliance with the Conditions of Contract set out in Schedule 3 [*Conditions of Contract*] completed in accordance with Schedule 2 [*Contract Particulars*].
2. In consideration of the Provider’s obligations under Clause 1 the Client shall pay the Price(s) set out in Schedule 1 [*Services and Payment*].
3. Where the Contract Particulars so state, the Provider’s performance of the Services shall be measured according to the KPIs set out in Schedule 4 [*KPI Schedule*].

AS WITNESS of the above both Parties have signed this Contract on the date set out at the start of it.

Schedule 1 Services and Payment

1. SERVICES

The Services to be **provided** comprise:

- ***[List main services]***

(“the Services”)

All Services are to be instructed through the issue of Orders except the following:

- [none] ***[insert details of any Services that are to be carried out anyway i.e. without the issue of an Order]***

2. PAYMENT

The basis on which the Provider is to be paid for the Services is: [calculated on the basis of the following hourly rates:

Seniority	Rate
]

- [a fixed fee of [£] OR [% of []].

[delete or insert alternative pricing mechanism as appropriate].

The following disbursements (out of pocket expenses) are payable (but all other disbursements are deemed to be included in the Fee):

- ***[list]***

The Fee (as set out above) shall cover all of the Provider’s obligations under this Contract

Schedule 2 Contract Particulars**Condition 1: Definitions**

“Commencement Date” [insert date];

“Expiry Date” [insert date];

“Inflation Adjustment Date” 1st April with the first adjustment on 1st April 20[] ;

“Normal Working Hours” 9am to 5pm on each Working Day.

Condition 2: Representatives

The Representatives under this Contract are:

- for the Client: the holder for the time being of the post of [insert post] (currently [insert name]) of [insert business address] email: [insert email]; and
- for the Provider: insert name) of [insert business address] email: [insert email].

In accordance with Condition 2.8 the Provider’s Representative must be contactable outside Normal Working Hours:

- [Yes]/[No]*.

[*delete as appropriate]

Condition 3.4.4: Provider’s obligations - Policies

The Client’s policies applicable to the Services are the following policies (as updated by the Client from time to time, subject to the Client giving the Provider a copy of any updated policy):

- [list];
- [list]; and
- such other policies as the Client notifies to the Provider from time to time.

Condition 5.4: Workforce

The social value activities the Provider must deliver are as follows:

- [none];
- [...] Person-weeks of Apprenticeships;
- [...] Person-weeks of work experience placements; and
- [other].

Condition 6: KPIs

In accordance with Condition 6.3, the Provider's delivery of the Services under this Contract [will]/[will not]* be monitored through KPIs.

[*delete as applicable].

Condition 7: Payment

In accordance with Condition 7.9, the Fees set out in Schedule 1 [*Services and Payment*] are:

- [to be adjusted by Inflation on the Inflation Adjustment Date]*
- [not to be subject to Inflation adjustments]*

[*delete as applicable].

Condition 8.1: Intellectual Property

The Provider assigns Intellectual Property Rights in Documents and Data created specifically for the Services as referred to in Condition 8.3:

- Yes*
- No*

[*delete as appropriate].

Condition 16: Liability

The Liability Cap under Condition 16.4 [*Liability*] is £[*insert amount*] per financial year.

The minimum amount of Insurance excesses that may be included in the Liability Cap in accordance with Condition 16.5 are:

- [] per claim for employer's liability;
- [] per claim for public liability; and
- [] per claim for professional indemnity.

Condition 17: Insurances

The insurances required to be maintained by the Provider are:

- public liability – £5 million (five million pounds) for each and every claim;
- employer's liability - £1 million (One million pounds) for each and every claim;
and
- motor insurance - as required by Law.

Condition 18: Force Majeure

The Provider must maintain a Disaster Recovery Plan for the Services

- [Yes]/[No]*

[*delete as appropriate].

Condition 20.2: Termination – “no fault” break clause

The period of written notice for the Client to terminate this Contract on a “no fault” basis is:

- [7 calendar days] [expiring any time after] [***amend notice period if required and insert details of any initial “no break” period (if any).***]

The Provider may terminate this Contract on a “no fault” basis [by giving the following period of written notice:

- [1 (one) month] [expiring any time after] [***amend notice period if required and insert details of any initial “no break” period (if any).***]

Condition 27.3: Email address for service

Email addresses for service under Condition 27.3 are:

- for the Client: [***insert email address***]; and
- for the Provider: [***insert email address***].

Condition 28.3: Dispute Escalation Table

Client	Provider	Time to reach agreement
Client’s Representative	Provider’s Representative	5 Working Days
		5 Working Days
		5 Working Days

[insert the names/job titles of those responsible for seeking to resolve Disputes on (or before) award of Contract.]

Schedule 3 Conditions of Contract**1. INTERPRETATION**

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

- “Agreed”** means agreed in writing by both Parties and “Agree” shall be construed accordingly;
- “Apprenticeship”** means an apprenticeship approved under the Law governing apprenticeships;
- “Client Data”** means all data, information, records and documentation in any electronic or tangible form relating to Customers (where applicable) or the Services made available by the Client to the Provider;
- “Client’s Group”** means:
- the Client;
 - all (if any) of the Client’s subsidiaries, holding companies or societies of which it is a subsidiary together with all subsidiaries of such holding companies or societies (in each case as defined in section 1159 of the Companies Act 2006 or sections 100 and 101 of the Co-operative and Community Benefit Societies Act 2014); and
 - the Client’s successors in title
- “Client’s Requirements”** means any specific rules or requirements for the Services supplied by the Client to the Provider from time to time including the requirements set out in these Conditions;
- “Commencement Date”** means the date stated in the Contract Particulars as either the date on which the Services are to commence or, where the Services are to be instructed through Orders, the date from which Orders may be issued under this Contract;
- “Confidential Information”** means any information communicated by either Party to the other on the basis that it is confidential;
- “Contract Particulars”** means the details of this Contract set out Schedule 2 [*Contract Particulars*];

“Contract Period”	means the period from the Commencement Date to the Termination Date;
“Customer”	means a recipient of services which comprise the Services, or in connection with which the Services are provided, (including the tenant, leaseholder or occupier of a property owned or managed by the Client);
“Data Controller”	has the meaning given under Data Protection Law;
“Data Processor”	has the meaning given under Data Protection Law;
“Data Protection Law”	means all Law relating to privacy and the processing of personal data, including all applicable guidance and codes of practice issued by the Information Commissioner’s Office or any replacement EU or UK data protection or related privacy Law in force in England and Wales;
“Data Protection Principles”	means the principles applicable to the protection of Personal Data under Data Protection Law;
“Data Subject”	has the meaning given under Data Protection Law;
“Data Subject Access Request”	means a request by a Data Subject under Data Protection Law to access their Personal Data;
“Disaster”	means Force Majeure or any other circumstances defined as a Disaster in the Disaster Recovery Plan;
“Disaster Recovery Plan”	has the meaning given in Condition 18.3 [<i>Force Majeure</i>];
“Dispute”	means either a dispute concerning this Contract or an allegation by a Party that the other has committed a breach of this Contract;
“Dispute Escalation Table”	means the dispute escalation table set out in the Contract Particulars in accordance with Condition 28 [<i>Dispute Escalation Procedure</i>];
“Dispute Resolution Procedure”	means the procedure set out in Conditions 28 [<i>Dispute Escalation Procedure</i>] and 29 [<i>Governing Law and Enforcement</i>];

“Documents and Data”	means all documents, data, information, text, drawings, diagrams, images, records or sound embodied in any electronic or tangible medium used or created in connection with this Contract or the Services;
“EIR”	means the Environmental Information Regulations 2004;
“Equality and Diversity Law”	means all Law preventing unlawful discrimination including unlawful discrimination on the basis of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, paternity, race, religion or belief, sex or sexual orientation or part time or temporary status or any other protected status;
“Expiry Date”	means the date (if any) stated in the Contract Particulars as the date on which this Contract will expire;
“Financial Year”	means each period from 1 April to 31 March next (inclusive);
“Fee”	means the Fee payable for Services calculated as set out in Schedule 1 [<i>Services and Payment</i>];
“FOIA”	means the Freedom of Information Act 2000 but the provisions of this Contract relating to FOIA are to apply only if the Client becomes a designated body under FOIA;
“Force Majeure”	has the meaning given in Condition 18 [<i>Force Majeure</i>];
“General Principles of Risk Prevention”	means the general principles of risk prevention as set out in Schedule 1 to the Management of Health and Safety at Work Regulations 1999;
“Good Professional Practice”	means those standards, practices, methods and procedures and exercising that degree of skill, care and diligence which would reasonably and ordinarily be expected from a skilled and experienced Provider of the same discipline or profession as the Provider engaged in providing similar services and under similar circumstances to the Services being provided under this Contract;

“Health and Safety Law”	means all Law related to the protection of health and safety including the protection of the environment, the prevention of disease and the avoidance of industrial accidents;
“Inflation”	means the percentage change in the Inflation Index;
“Inflation Adjustment Date”	means the 1 st April, with the first adjustment being on the date set out in the Contract Particulars;
“Inflation Index”	means the Index of Consumer Prices (all items) D7BT published by the Office of National Statistics for the 12 months up to and including September immediately preceding the Inflation Adjustment Date;
“Insurances”	means the insurances the Provider is required to maintain under Condition 17 [<i>Insurance</i>] at the minimum levels set out in the Contract Particulars;
“Intellectual Property Rights”	means all copyright, design rights, patents, trade and service marks and domain names (whether registered or not and all applications for any of them) and all rights of confidence in any Documents and Data (whenever and however arising) for their full term and all renewals and extensions of such rights;
“Interest Rate”	means 5% (five per cent) above the base rate of Bank of England from time to time;
“KPI”	means a key performance indicator for measuring the Provider’s performance under this Contract as set out in Schedule 4 [<i>KPI Schedule</i>];
“KPI Target”	means the target level of performance as measured by a KPI set out in Schedule 4 [<i>KPI Schedule</i>];
“Law”	means: <ul style="list-style-type: none">• any act of Parliament;• any subordinate legislation (as defined in section 21(1) of the Interpretation Act 1978);• any exercise of the royal prerogative;

- until the repeal of the European Communities Act 1972, any enforceable community right (as defined in section 2 of that Act) and, after its repeal, any retained EU law in force in England and Wales;
- any applicable judgement of a relevant court of law which is a binding precedent in England; and
- any determinations directions or statutory guidance having the force of law;

“Liability”		means all demands, actions, claims, proceedings, liability, losses, judgements, costs (including legal costs on a “professional and own client” basis), charges, taxes, duties, payments and expenses;
“Liability Cap”		means the amount set out in the Contract Particulars for Condition 16 [<i>Liability</i>] as the maximum Liability of the Provider to the Client for a breach of this Contract or other circumstances described in that Condition;
“Measurement Period”		means the period over which the Provider’s performance in relation to a KPI is assessed as set out in Schedule 4 [<i>KPI Schedule</i>];
“Month”		means calendar month;
“Normal Hours”	Working	means those hours specified as such in the Contract Particulars;
“Order”		means an instruction from the Client (in the form of a purchase order) to provide particular Services;
“Parties”		means the Client and the Provider and their successors and permitted assignees and “Party” shall be construed accordingly;
“Personal Data”		means personal data, within the meaning given by Data Protection Law, which is obtained or Processed in connection with the Services or this Contract;
“Personal Data Breach”	Data	means any event that results or may result in any unauthorised or unlawful access to, Processing, loss and/or destruction of Personal Data in breach of this Contract including any personal data breach (as defined under Data Protection Law);

“Person–week”	is the equivalent of one person being employed for one normal working week in providing the Services;
“Policies”	means the Client's policies applicable to the Services set out in the Contract Particulars for Condition 3.4.4 [<i>Provider's Obligations</i>];
“Processing”	has the meaning given under Data Protection Law and “Process” and “Processed” shall be construed accordingly;
“Regulatory Body”	means any governmental, local government, administrative or regulatory body with oversight over the Services, the Client, any organisation in the Client's Group or the Provider or from whom permission is required to provide the Services;
“Regulatory Requirements”	means the requirements of the Law and of all statutory authorities in relation to the Services including the requirements of any Regulatory Body regulating the Services and/or the way in which they are provided;
“Representative”	means the representative of a Party appointed under Condition 2 [<i>Representatives</i>] and “Client's Representative” and “Provider's Representative” shall be construed accordingly;
“Request for Information”	means a request for information made under EIR or, if it applies, FOIA;
“Services”	means any of the services listed in Schedule 1 [<i>Services and Payment</i>];
“Special Data”	Category means special category data, within the meaning given by Data Protection Law which is obtained or Processed in connection with the Services or this Contract;

“Specification”	means: <ul style="list-style-type: none">• the specification and requirements for the Services set out in Schedule 1 [<i>Services and Payment</i>]; and• all instructions (if any) given to the Provider by the Client as to how the Services are to be provided;
“Staff”	means all persons employed or used by the Provider or a Subcontractor in providing the Services or carrying out the Provider’s other obligations under this Contract;
“Standards”	means all quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other equivalent body (and their successor bodies) that are relevant to the Services;
“Statutory Permissions”	means those permissions, consents, approvals, licences, certificates and permits (if any) in legally effective form that are necessary from any Regulatory Body lawfully to commence, carry out and complete the Services in accordance with this Contract;
“Subcontract”	means a contract between two or more Subcontractors, at any stage of remoteness from the Client in the Provider’s supply chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the Services;
“Subcontractor”	means any subcontractor of or supplier to the Provider of any tier;
“Successor Provider”	means a service provider (or the Client) that provides services equivalent to the Services after the Termination Date;
“Tax”	means any form of taxation including corporation tax, income tax, value added tax and all forms of tax collection including IR35;
“Termination Date”	means (as applicable): <ul style="list-style-type: none">• the date on which all the Services to be provided under this Contract are completed;• the Expiry Date; or

- the date on which this Contract is terminated under Condition 20 [*Termination*];

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

1.2 In this Contract:

- 1.2.1 references to Conditions are (unless stated otherwise) to the Conditions set out in this Schedule 3 to this Contract.
- 1.2.2 references to Clauses and Schedules are (unless stated otherwise) references to Clauses of and Schedules to this Contract;
- 1.2.3 the contents section, headings and references to them are not to affect its interpretation;
- 1.2.4 references to a gender include the other gender and neuter and to the singular include the plural and vice versa;
- 1.2.5 any references to Law, shall be construed as references to that Law as amended, replaced, consolidated or re-enacted and in relation to Acts of Parliament shall include all regulations, determinations, directions and statutory guidance having the force of Law made or given under it;
- 1.2.6 references to **“consent”** or **“approval”** are to the prior written consent of the consenting or approving Party and any breach of the terms of any consent given is to be a breach of this Contract;
- 1.2.7 the terms **“including”** and **“in particular”** are illustrative only and are not intended to limit the meaning of the words which precede them and neither the ejusdem generis rule of construction nor any similar rule or approach shall apply to the construction of this Contract;
- 1.2.8 references to a legal entity include a firm, partnership, company, cooperative and community benefit society, corporation, association, organisation, government, state, agency, foundation, trust, unincorporated body and any organisation having legal capacity (in each case whether or not having separate legal personality) and its successors (including any that takes over responsibility for its functions), permitted assignees and transferees;

- 1.2.9 references to a person include an individual and any of the bodies referred to in Condition 1.2.8;
 - 1.2.10 references to “**writing**” include electronic communications and other modes of representing words in visible and recordable form except where this Contract states otherwise;
 - 1.2.11 if there is any conflict between the Schedules and the Conditions the Schedules shall prevail;
 - 1.2.12 references to any document are (unless specified) references to such document as amended or supplemented from time to time; and
 - 1.2.13 where a Party consists of more than one person the obligations of each of them are joint and several. The other Party may release or compromise the liability of any of them without affecting that of the others.
- 1.3 The Schedules to this Contract are an integral part of this Contract and are to have effect as if set out in full in the body of this Contract. References to this Contract include the Schedules.
- 1.4 Where this Contract requires something to be done:
- 1.4.1 it must be done in accordance with this Contract;
 - 1.4.2 if it is to be done within a period after an action is taken, the day on which that action is taken does not count in the calculation of that period; and
 - 1.4.3 if the last day of the period within which it must be done is not a Working Day, the period shall be extended to include the following Working Day.
- 1.5 All obligations, duties and responsibilities of the Provider under this Contract are separate obligations, duties and responsibilities owed to the Client.
- 1.6 This Contract will commence on the Commencement Date (or will be deemed to have done so). Where there is an Expiry Date this Contract will continue until midnight on the Expiry Date unless terminated earlier under Condition 20 [*Termination*].
- 1.7 The Provider confirms that the Provider has:
- 1.7.1 taken such steps as the Provider wishes to take to verify the accuracy of any information provided by the Client and has not relied on any information provided by the Client;
 - 1.7.2 made its own assessment of the costs of and risks of providing the Services;
 - 1.7.3 made all due allowances for its costs of providing the Services within the Fee set out in Schedule 1 [*Services and Payment*]; and

- 1.7.4 obtained or will obtain all necessary permissions and rights from all Regulatory Bodies necessary or desirable for providing the Services.

2. REPRESENTATIVES

- 2.1 The Representatives of each Party for the purposes of this Contract shall be the persons set out in the Contract Particulars.
- 2.2 Each Party may replace their Representative at any time and must notify the other Party in writing within 2 (two) Working Days of the appointment of a new Representative. This notification must include:
- 2.2.1 the identity of the new Representative;
 - 2.2.2 the post held by the new Representative; and
 - 2.2.3 contact details for the new Representative.
- 2.3 A person appointed as the Client's Representative may not disregard or overrule any instruction given by a previous Client's Representative unless the previous Client's Representative would have been entitled to do so.
- 2.4 The Client's Representative may exercise all functions and rights of the Client under this Contract.
- 2.5 The Client's Representative may delegate some or all of their duties to one or more deputy Client's Representatives. The Client's Representative must give notice of any delegation under this Condition 2.5 to the Provider. The notification must state:
- 2.5.1 the identity of the deputy Client's Representative;
 - 2.5.2 contact details for the deputy Client's Representative; and
 - 2.5.3 the duties delegated (which may be all or any of the Client's Representatives duties).
- 2.6 Subject to Condition 2.7, the Provider must comply with all oral and written instructions given by the Client's Representative within 5 (five) Working Days of the date of the Instruction or sooner (as instructed) in case of emergency.
- 2.7 If the Provider does not receive written confirmation of an oral Instruction within 5 (five) Working Days the Provider may confirm that Instruction back to the Client's Representative within 10 (ten) Working Days of the date of the oral Instruction. If the Provider does not confirm the oral Instruction within this period, it will be deemed not to have been given.
- 2.8 The Provider must ensure that the Provider's Representative or a nominated deputy is contactable by the Client at any time during the Contract Period. Where the Contract Particulars so provide, this includes contact outside Normal Working Hours at any time of the day or night.
- 2.9 Any communication given by the Client or the Client's Representative to the Provider's Representative will be deemed to have been given to the Provider.

- 2.10 The Provider must ensure that their Representative informs the Client's Representative promptly in writing of any act or omission by the Client that stops the Provider from complying with this Contract.
- 2.11 If there is any ambiguity, discrepancy or matters requiring clarification in this Contract, the Client's Representative (acting reasonably) may issue an instruction which shall be binding on the Provider and determinative of the meaning of this Contract.

3. PROVIDER'S OBLIGATIONS

- 3.1 In consideration of the Fee the Provider agrees (subject, where the Services are to be instructed by Orders under Schedule 1 [*Services and Payment*] to the issue of an Order) to provide the Services from the Commencement Date in accordance with the Specification.
- 3.2 The Client gives no representations or warranties to the Provider about the precise amount or value of Services the Client will instruct the Provider to provide under this Contract. No Orders are to be issued after the Expiry Date. The Provider is not entitled to claim for any loss of profit, loss of business or otherwise if the volume or timing of Services under this Contract is different in amount, value or scope than anticipated.
- 3.3 The Client may provide services similar to the Services through using either its own employees or by engaging other service providers.
- 3.4 The Provider must provide the Services:
 - 3.4.1 in accordance with all applicable Law, Regulatory Requirements and Statutory Permissions and Standards;
 - 3.4.2 in accordance with this Contract;
 - 3.4.3 in accordance with Good Professional Practice (and the Client relies on the skill, judgement and expertise of the Provider in relation to this);
 - 3.4.4 in accordance with the Client's Requirements and the Policies;
 - 3.4.5 by any specific deadline set out in the Specification, stated in an Order or agreed with the Client;
 - 3.4.6 in a manner that causes the minimum inconvenience and nuisance to others;
 - 3.4.7 within a culture and working environment in which health and safety is paramount to everybody involved with the Services;
 - 3.4.8 in accordance with a properly documented system of quality control designed to ensure that Good Professional Practice is followed; and
 - 3.4.9 in accordance with any reasonable instructions given by the Client's Representative.

- 3.5 The Provider warrants that it has the competence, resources and capacity to comply with, and will comply with any guidance applying to the Services issued by any Regulatory Body.
- 3.6 When providing the Services the Provider must ensure that:
 - 3.6.1 at all times safe systems of work are adopted and all appropriate risk assessments are available;
 - 3.6.2 the Services are planned and delivered in accordance with the General Principles of Risk Prevention;
- 3.7 The Provider must inform the Client immediately:
 - 3.7.1 if the Provider becomes aware of any matter affecting or likely to affect the provision or performance of the Services;
 - 3.7.2 of any circumstances concerning the Services which might justify the Client taking action to protect its interests (including its reputation) or which may lead to a Dispute; or
 - 3.7.3 of any breach of Law, Regulatory Requirements or this Contract by the Provider (including where due to the actions or omissions of a Subcontractor);

4. REGULATORY REQUIREMENTS

- 4.1 The Provider must secure any Statutory Permissions necessary to provide the Services. The Provider must pay all fees and charges in connection with this.
- 4.2 The Provider shall comply with any direction that the Client gives in relation to the Services in order:
 - 4.2.1 to enable the Client to comply with the Human Rights Act 1998;
 - 4.2.2 to prevent a breach of Health and Safety Law;
 - 4.2.3 to secure that the Services are provided in accordance with this Contract; or
 - 4.2.4 to comply with the requirements of any Regulatory Body The Client may suspend the provision of the Services by the Provider if the Client considers the Provider may have breached this Contract.
- 4.3 The Provider shall notify the Client promptly of any investigation by a Regulatory Body in connection with the Services or the Provider.
- 4.4 The Provider warrants that all representations and answers given in any due diligence or selection questionnaire completed by the Provider in relation to the procurement of this Contract by the Client were true, complete and accurate when given and will continue to be true, complete and accurate throughout the Contract Period.

5. STAFF

- 5.1 The Provider shall ensure its Staff providing the Services:
- 5.1.1 act in the best interests of the Client;
 - 5.1.2 are appropriately qualified and experienced;
 - 5.1.3 are properly trained and supervised;
 - 5.1.4 comply with all applicable Health and Safety Law;
 - 5.1.5 comply with Equality and Diversity Law;
 - 5.1.6 are paid in accordance with the Law (including having such deductions as are required to be made under Tax and social security Laws made from their pay and accounted for to HMRC);
 - 5.1.7 comply with the Policies;
 - 5.1.8 comply with any instruction given by the Client's Representative in accordance with this Contract; and
 - 5.1.9 maintain the highest standards of courtesy.
- 5.2 The Provider shall supply sufficient Staff to provide the Services in accordance with this Contract. As far as practicable, the Provider shall maintain continuity of Staff delivering the Services.
- 5.3 The Provider must not without the written consent of the Client employ any person who is a board member or employee of the Client or a close relative of any such person without the written consent of the Client.
- 5.4 The Provider shall deliver the apprenticeships, work experience placements and social value activities (if any) set out in the Contract Particulars. The Provider shall report to the Client on those social value activities as and when required by the Client.
- 5.5 The Provider must maintain accurate records of the members of Staff providing the Services. The Provider must give the Client a list of all Staff who are delivering the Services within 10 (ten) Working Days of a request by the Client.
- 5.6 The Client may require the Provider to remove any member of Staff from providing the Services if the Client is not satisfied in any way with that Staff member's conduct, manner, professionalism or ability.
- 5.7 The Provider shall not solicit, employ or engage any of the Client's employees at any time during the Contract Period or within 6 (six) months of the Termination Date other than through an open advertisement which is responded to by them.
- 5.8 The Provider warrants that neither the Provider nor any of its officers or employees:

- 5.8.1 have been convicted of any offence involving slavery or human trafficking; and
- 5.8.2 have, to the best of the Provider's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any Regulatory Body regarding any offence or alleged offence of or in connection with slavery or human trafficking.
- 5.9 The Provider shall notify the Client promptly in writing if the Provider becomes aware of or has any reason to believe that the warranty in Condition 5.8 is or may become untrue. The notice must set out full details of the circumstances making the warranty untrue or potentially untrue.
- 5.10 The Provider warrants that there will be no Staff who transfer to the Client or any Successor Provider under TUPE from the Provider or any Subcontractor on or around the Termination Date. If any such Staff do transfer, the Provider shall indemnify the Client and any Successor Provider against all Liability arising from:
 - 5.10.1 any costs of dismissing any such person (whether fairly or unfairly) at any time within the 3 (three) months following the last day of the Contract Period or, if later, from the date on which it was discovered they transferred to that Client or Successor Provider under TUPE;
 - 5.10.2 all costs of the Client or the Successor Provider employing such person up to the point of their dismissal; and
 - 5.10.3 where the Employment Tribunal orders the reinstatement of any such person, all costs of the Client or the Successor Provider employing them for a period of 12 (twelve) months from the last day of the Contract Period.

6. MONITORING AND COMPLAINTS

- 6.1 The Client may monitor the performance of the Services and any activities undertaken by the Provider in connection with this Contract as the Client considers appropriate.
- 6.2 The Provider must:
 - 6.2.1 deal with any complaints received in connection with the Services in a prompt, courteous and efficient manner;
 - 6.2.2 keep written records of all complaints received and of the action taken in relation to each of them;
 - 6.2.3 keep those records available for inspection by the Client at any reasonable time;
 - 6.2.4 promptly provide all information the Client requires in order to deal with any complaints the Client receives in connection with the Services or the Provider; and

- 6.2.5 co-operate with the Client in responding to ombudsman enquiries in relation to the Services and reimburse the Client any compensation recommended to be paid as a result of the Provider's default.
- 6.3 Where the Contract Particulars so specify, the Provider's delivery of the Services under this Contract will also be monitored through the KPIs. The KPI Targets will be used to monitor whether the Client (in its discretion) wishes to serve a break notice under Condition 20.2 [*Termination*].
- 6.4 If the Client is concerned about the accuracy of any KPI monitoring data the Client may arrange for independent monitoring or verification of such data. If monitoring data obtained by the Provider is found to have been inaccurate the Client may recover the costs of the independent monitoring from the Provider.
- 6.5 The Client may at any time monitor or direct the Provider to monitor the Provider's performance in relation to any KPI over such period of no less than 1 (one) Month as the Client determines.
- 6.6 If there is any dispute over the data collected to monitor the Provider's KPI performance or any discrepancy between the KPI data collected by the Client and that collected by the Provider the decision of the Client over which data is valid is to be final and binding.

7. PAYMENT

- 7.1 The Fee payable for the Services is to be calculated in accordance with Schedule 1 [*Services and Payment*].

- 7.2 Unless provided otherwise in Schedule 1 [*Services and Payment*] the Fee is to be payable on a Monthly basis based on the Services provided in each Month. Within 5 (five) Working Days of the end of each Month, the Provider shall submit a VAT (where applicable) invoice to the Client in relation to all Services provided in that Month. Where the Services are instructed through the issue of Orders that invoice must include the correct Client Order numbers for those Services provided in that Month. The invoice shall be accompanied by such information as the Client reasonably requires from time to time to verify the amount due in relation to that Month. Such invoice may be in the form of an electronic invoice complying with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870. The Client shall accept and process such an electronic invoice, subject to that invoice being undisputed and subject to it complying with this Condition 7.2.
- 7.3 The price is inclusive of VAT.
- 7.4 The Client will:
- 7.4.1 consider and verify any invoices submitted by the Provider promptly and in any event within 5 (five) calendar days; and
 - 7.4.2 process and pay undisputed invoices within 30 (thirty) calendar days of the date on which they are regarded as valid and undisputed.
- 7.5 The Client may set off any money the Client is owed by the Provider against any amounts due to the Provider under this Contract.
- 7.6 Interest is payable at the Interest Rate on any undisputed amounts which are not paid by the date 35 (thirty-five) calendar days after the date of the Provider's invoice from that date to the actual date of payment (inclusive of both dates).
- 7.7 The Fee is paid for the performance of all the Provider's obligations under this Contract and no payment or reimbursement of expenses is to be made by the Client other than as set out in Schedule 1 [*Services and Payment*].
- 7.8 Where the Contract Particulars so state, the Prices and monetary amounts (if any) set out in Schedule 1 [*Services and Payment*] shall be adjusted by Inflation on the Inflation Adjustment Date. The Inflation adjustment shall apply to all the Prices for all Services in respect of which an Order is placed after the Inflation Adjustment Date. For Services that do not require the issue of an Order, the Inflation adjustment shall apply to the Prices for all Services performed after the Inflation Adjustment Date.

- 7.9 If the basis of computing the Inflation Index changes during the Contract Period, any official reconciliation between the two bases of calculation is to be used in calculating Inflation. If there is no reconciliation or no replacement index, Inflation is to be calculated by reference to such other index as the Parties (acting reasonably) agree most closely replaces the Inflation Index, with such adjustments as are appropriate to reflect the differences between that index and the Inflation Index.
- 7.10 Where any payment to the Provider is subject to a deduction for Tax:
- 7.10.1 any obligation of the Client to make any payment under this Contract is subject to such deduction for Tax;
 - 7.10.2 the Provider must provide such information as the Client requires from time to time to verify the Tax deduction status of the Provider; and
 - 7.10.3 the Provider must notify the Client in writing if at any time its Tax deduction status changes.
- 7.11 The Provider shall indemnify the Client on a continuing basis against any Liability including interest, penalties or costs, that are levied, demanded or assessed on the Client at any time in respect of the Provider's failure to account for or pay any VAT on payments made to the Provider under this Contract. Any amounts due under this Condition 7.11 shall be paid in cleared funds by the Provider to the Client not less than 5 (five) Working Days before the date upon which the tax or other liability is payable by the Client.
- 7.12 This Contract is a contract for services and not a contract of employment. Accordingly the Provider shall be fully responsible for and shall indemnify the Client for and in respect of:
- 7.12.1 any income tax, National Insurance and social security contributions and any other Liability arising from or made in connection with the provision of the Services (to the extent that such recovery is not prohibited by Law);
 - 7.12.2 all reasonable costs, expenses and any penalty, or interest incurred or payable by the Client in connection with or in consequence of any such Liability as is referred to in Condition 7.12.1; and
 - 7.12.3 any Liability arising from any employment-related claim or any claim based on worker status (including costs and expenses) brought by any person (including the Provider) against the Client arising out of or in connection with the Services.

8. INTELLECTUAL PROPERTY

- 8.1 Where the Contract Particulars so state the Provider:
- 8.1.1 assigns to the Client all Intellectual Property Rights in any Documents and Data which are produced or developed by the Provider specifically for the Services; and
 - 8.1.2 waives all moral rights in relation to such Documents and Data.
- 8.2 Subject to Condition 8.1, all Intellectual Property Rights in any Documents and Data or any other materials which are produced or developed for or in connection with the Services are to belong to the Client.
- 8.3 Each Party grants the other Party an irrevocable, non-exclusive, royalty free licence to copy and use (including the right to licence others to do so) in connection with the Services all Documents and Data in which it has Intellectual Property Rights (including any Documents and Data in relation to which Intellectual Property Rights are assigned to the Client under Condition 8.1) but this licence is not to extend to:
- 8.3.1 copying or using those Documents and Data other than in connection with the Services; or
 - 8.3.2 selling, transferring or otherwise disposing of or granting rights in those Documents and Data.
- 8.4 Each Party agrees promptly to notify the other Party in writing of any infringement or potential infringement of that Party's Intellectual Property Rights in connection with the Services of which it becomes aware.
- 8.5 The Provider shall indemnify and hold harmless the Client against any liability because of a claim or action that the normal operation, possession or use of the Documents and Data made available by the Provider to the Client infringes the Intellectual Property Rights of the third party.
- 8.6 The Provider shall be responsible for the accuracy of all Documents and Data supplied to the Client in connection with the Services and shall indemnify the Client in respect of any Liability caused by any errors or omissions in those Documents and Data.

9. PUBLICITY AND REPUTATION

- 9.1 The Provider shall not advertise, publicly announce or provide any publicity activity that it is providing the Services for the Client without the prior written consent of the Client on each occasion.
- 9.2 All press releases relating to this Contract or the Services must be approved by the Client and the Client must be given an opportunity to provide a quote in any press release.

9.3 The Provider shall perform its obligations under this Contract in a way that enhances the reputation of the Client. The Provider shall not do anything that embarrasses the Client or undermines the reputation of the Client either with Customers or generally.

10. CONFIDENTIALITY AND SECURITY OF INFORMATION

10.1 Subject to Condition 10.2 each Party shall keep confidential and secure from disclosure any Confidential Information communicated to it by the other on the basis that it is confidential. Neither Party shall use or exploit the other Party's Confidential Information for any purpose other than as set out in this Contract.

10.2 Confidential Information may be disclosed:

10.2.1 to the extent reasonably required by either Party to perform its obligations under this Contract on a confidential basis to persons performing those obligations;

10.2.2 if it is in the public domain other than as a result of a breach of this Condition 10;

10.2.3 where its disclosure is required by any court order or legal or regulatory obligation of the Party making the disclosure (including under Data Protection Law) or required by any Regulatory Body (including, in relation to EIR and/or FOIA, a disclosure made in accordance with this Condition 10);

10.2.4 if it is already lawfully in the possession of the receiving Party, before its disclosure by the disclosing Party;

10.2.5 to a Party's professional advisers for the purposes of taking advice on this Contract;

10.2.6 under the Dispute Resolution Procedure; and/or

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

10.3 Where a disclosure of Confidential Information is made under Condition 10.2 (other than under Conditions 10.2.2, 10.2.3 or 10.2.4) the Party disclosing the Confidential Information shall use reasonable endeavours to impose a similar duty of confidentiality on the recipient of the information as that contained in this Condition 10.

10.4 Each Party must notify the other Party promptly and in any event within 2 (two) Working Days of becoming aware of any unauthorised access, copying use or disclosure of the other Party's Confidential Information.

11. DATA PROTECTION

11.1 Each Party shall comply with Data Protection Law when Processing Personal Data under this Contract. This includes complying with the Data Protection Principles and upholding the rights of Data Subjects under Data Protection Law.

11.2 Each Party shall ensure they have all necessary and appropriate legal bases required for the lawful Processing of Personal Data under this Contract (including any transfer of Personal Data to the other Party).

11.3 Under this Contract:

11.3.1 the Client is the Data Controller of Personal Data concerning Customers and the Provider will be Processing that information as Data Processor on behalf of the Client; and

11.3.2 the Provider is the Data Controller of Personal Data concerning Staff, but the Client will be Data Controller of any such Personal Data that is processed by them.

11.4 The subject-matter, nature and purpose and the duration of Processing and the types of Personal Data and categories of Data Subject in relation to which Personal Data may be Processed by the Provider on behalf of the Client under this Contract are set out in the table below:

<p>Subject matter of Processing (including types of Personal Data that may be Processed):</p>	<p>Personal Data including names, addresses and contact details for any Customers including any special requirements in relation to dealing with those Customers or providing the Services which may necessitate Processing of Special Category Data.</p>
<p>Nature and purpose of Processing:</p>	<p>Interrogation of the Personal Data for the purpose of providing the Services, including ensuring the health and safety of both Customers and Staff providing the Services, monitoring Customer satisfaction and correcting any Personal Data found to be incorrect whilst providing the Services.</p>
<p>Duration of Processing:</p>	<p>During the Contract Period and for 20 (twenty) Working Days from its end (within which it is to be returned or destroyed.)</p>

- 11.5 Where the Provider Processes Personal Data of which the Client is the Data Controller the Provider shall:
- 11.5.1 do so only on written instructions from the Client (the first such instructions being those set out in this Contract) as revised by the Client from time to time (where applicable) in accordance with Condition 11.13;
 - 11.5.2 promptly comply with the Client's written instructions and requirements from time to time, including any requests to amend, delete or transfer Personal Data;
 - 11.5.3 immediately inform the Client if the Provider thinks that it has been given an instruction which does not comply with Data Protection Law; and
 - 11.5.4 take all reasonable steps to ensure the reliability and integrity of all persons (including Staff) whom that Party authorises to Process the Personal Data and ensure that those persons:
 - (a) have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality;
 - (b) do not Process, publish, disclose or divulge any of the Personal Data other than in accordance with this Contract or the written instructions of the Client;
 - (c) undergo adequate training in Data Protection Law, the confidentiality, security, use, care, protection and handling of Personal Data and the Provider's obligations as Data Processor under this Contract;
 - (d) fully cooperate with and assist the Client, by having appropriate technical and organisational measures in place, to give effect to the rights of Data Subjects and respond to requests for exercising the Data Subject's rights including Data Subject Access Requests;
 - (e) Process the Personal Data in such a manner that ensures that at all times the Client complies with Data Protection Law;
 - (f) promptly forward any complaint, request (including a Data Subject Access Request), notice or other communication which relates directly or indirectly to the Personal Data or to either Party's compliance with Data Protection Law (including any request from the Information Commissioner), to the Client and not respond to or otherwise deal with such communication except as instructed by the Client or as required by Data Protection Law;

- (g) keep records of any Processing of Personal Data it carries out on behalf of the Client which are sufficient to demonstrate compliance by the Client and the Provider with Data Protection Law;
 - (h) on request, provide the Client promptly with all information that the Client needs to show that both the Client and Provider have complied with their data protection obligations under this Contract; and
 - (i) at the option of the Client, either irretrievably delete or return all Personal Data to the Client by the date set out in the table in Condition 11.4 above (unless the Provider is required by Law to retain that Personal Data).
- 11.6 The Provider shall maintain appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction or damage having regard to:
 - 11.6.1 the state of technological development;
 - 11.6.2 the cost of implementing any measures;
 - 11.6.3 the nature, scope, context and purpose of the Processing of the Personal Data concerned; and
 - 11.6.4 the harm that might result from any Personal Data Breach including the risk (which may be of varying likelihood and severity) for the rights and freedoms of natural persons.
- 11.7 Security measures maintained under Condition 11.6 shall:
 - 11.7.1 to the greatest extent possible involve pseudonymisation and encryption of Personal Data;
 - 11.7.2 ensure the ongoing confidentiality, integrity, availability and resilience of the Provider's technical and information technology systems;
 - 11.7.3 ensure that the availability of and access to Personal Data can be restored promptly following a physical or technical incident; and
 - 11.7.4 include regular testing, assessing and evaluating of the effectiveness of the technical and organisational measures to ensure the security of Processing.
- 11.8 The Provider shall not transfer any Personal Data outside of the European Economic Area without the prior written consent of the Client. Where the Client consents to such a transfer, such transfer shall be governed by the most recently issued (at the time of such transfer) standard contractual Conditions from the European Commission or Information Commissioner's Office for such Personal Data transfer.

- 11.9 The Provider shall notify the Client immediately if the Provider becomes aware of any Personal Data Breach (however caused). Such notification must:
 - 11.9.1 describe the nature of the breach including the categories and number of Data Subjects and records concerned;
 - 11.9.2 communicate the name and contact details of all persons from whom more information can be obtained about the breach;
 - 11.9.3 describe the likely consequences of the breach; and
 - 11.9.4 describe the measures taken by Provider and the measures which the Provider wishes the Client (at the expense of the Provider) to take to address the breach and mitigate its possible adverse effects.
- 11.10 The Provider shall give the Client immediate and full co-operation and assistance in relation to any such Personal Data Breach including:
 - 11.10.1 taking all reasonable steps the Client requires to assist in the containment, mitigation, remediation and investigation of such breach;
 - 11.10.2 providing assistance with notifying the Information Commissioner's Office or affected Data Subjects of any breach of Data Protection Law;
 - 11.10.3 providing the Client promptly with all relevant information in the Provider's possession; and
 - 11.10.4 where the Personal Data Breach involves Personal Data being lost, damaged, corrupted or unusable, promptly restoring that Personal Data at the Provider's expense.
- 11.11 The Provider shall provide reasonable assistance to the Client where the Client is required by Data Protection Law to carry out any privacy impact assessment or data protection impact assessment in relation to Processing Personal Data.
- 11.12 The Client may inspect and audit the Provider's facilities for Processing the Personal Data of which the Client is Data Controller to ensure they comply with this Contract and Data Protection Law.
- 11.13 The Client may revise their instructions to the Provider on the Processing of Personal Data at any time if this is necessary or desirable to comply with Data Protection Law. Such revision shall not entitle the Provider to any additional payment or be regarded as a variation to this Contract. The Client shall use reasonable endeavours to give the Provider as much notice of the revision as possible, consistent with their obligation to comply with Data Protection Law and protect against any Personal Data Breach.
- 11.14 Nothing in this Contract requires either Party to disclose any information to the other Party or any third party if to do so would breach Data Protection Law. If any part of this Condition 11 does not comply with Data Protection Law, the

Client may amend that part (to the minimum necessary to ensure such compliance) by giving the Provider at least 20 (twenty) Working Days' notice. Such amendment shall not entitle the Provider to any additional payment or be regarded as a variation to this Contract.

11.15 The Client may replace this Condition with any applicable Data Controller to Data Processor standard clauses forming part of an applicable certification scheme (as defined under Data Protection Law) at any time by giving the Provider at least 20 (twenty) Working Days' notice. Such amendment shall not entitle the Provider to any additional payment or be regarded as a variation to this Contract.

12. FREEDOM OF INFORMATION

12.1 The Provider shall provide such assistance as the Client reasonably requires to enable the Client to comply with EIR or FOIA (to the extent that EIR or FOIA applies to the Client).

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

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

12.2.2 provide the Client with a copy of all such information in such form as may be required within 10 (ten) Working Days of the notification under Condition 12.2.1.

12.3 The Provider acknowledges that the Client is responsible for determining in its absolute discretion (but having regard to any guidance or codes of practice issued by the Information Commissioner or the Ministry of Justice):

12.3.1 whether any information is exempt from disclosure under EIR and/or FOIA;

12.3.2 in the case of a qualified exemption, whether the public interest in disclosing the information is greater than the public interest in maintaining the exemption; and

12.3.3 whether any information is to be disclosed in response to a Request for Information.

12.4 The Provider shall not respond directly to a Request for Information unless expressly authorised to do so by the Client.

12.5 Where it receives a Request for Information relating to any Confidential Information, the Client shall (unless it has decided not to disclose that information either because EIR or FOIA does not apply or because it is exempt from disclosure under EIR or FOIA) use reasonable endeavours to:

- 12.5.1 notify the Provider of that Request for Information in accordance with Part VII of the Code of Practice issued by the Secretary of State under Section 45 of FOIA; and
- 12.5.2 consider any representations made by the Provider before disclosing that Confidential Information under EIR or FOIA.
- 12.6 If the Client decides to disclose any Confidential Information under EIR or, if it applies, FOIA, the Client shall use reasonable endeavours to notify the Provider of this decision before making the disclosure.
- 12.7 Where the Provider holds information on behalf of the Client, it shall:
 - 12.7.1 have regard to any code of practice issued under Section 46 of FOIA or equivalent provisions under EIR;
 - 12.7.2 comply with any practice recommendation issued to it under Section 48 of FOIA or equivalent provisions under EIR; and
- 12.8 comply with any retention and destruction of information policy which the Client notifies to it.

13. RECORDS AND AUDIT

- 13.1 Throughout the Contract Period the Provider shall maintain full and accurate records of all Services provided under it, all payments made by the Client and all costs incurred by the Provider in relation to it.
- 13.2 The Provider shall retain the records referred to in Condition 13.1 throughout the Contract Period and for 7 (seven) years after the Termination Date.
- 13.3 Whenever requested by the Client, the Provider shall make any records it maintains under Condition 13.1 available for inspection and analysis by the Client, the Client's internal or external auditors or representatives of any Regulatory Body to which the Client is subject.
- 13.4 The Provider shall permit the Client, its auditors, representatives of its Regulatory Body and all persons authorised by the Client on reasonable notice during Normal Business Hours, but without notice in case of any reasonably suspected fraud, bribery or other breach of Law:
 - 13.4.1 to access and take copies of the Provider's records maintained under Condition 13.1 and any other relevant information held at the Provider's premises; and
 - 13.4.2 to meet with Staff to audit the Provider's compliance with its probity obligations under this Contract.
- 13.5 The audit rights under Condition 13.4 shall continue for 7 (seven) years after the termination of this Contract. The Provider shall give all necessary assistance to the conduct of such audits during the Contract Period and for a period of 7 (seven) years after the Termination Date.

- 13.6 If an audit under Condition 13.4 reveals that:
- 13.6.1 the Provider has overcharged the Client for the Services, the Provider shall pay to the Client the amount overpaid within 20 (twenty) Working Days of the Client notifying the Provider of the overpayment. The Client may deduct the relevant amount from any other amount due to the Provider if the Provider fails to make this payment; and
 - 13.6.2 the Client has underpaid the Provider for the Services, the Client shall pay the Provider the shortfall (less the cost of audit incurred by the Client if the underpayment is the Provider's fault) in the next payment under Condition 7 [*Payment*] or (if no further payments are due to the Provider), within 20 (twenty) Working Days of the Client notifying the Provider of the amount of the underpayment.
- 13.7 Each Party shall bear their own costs of an audit under Condition 13.4 unless the audit identifies a fault by the Provider leading to a correction under Condition 13.6. Where the audit identifies the underpayment or overpayment is the Provider's fault, the Provider shall reimburse the Client's reasonable costs and expenses of the audit to the Client.

14. EQUALITY AND DIVERSITY

- 14.1 The Provider shall comply with its obligations under Equality and Diversity Law.
- 14.2 The Provider shall comply with the Equality Act 2010 as though the Provider were providing services and exercising public functions under that Act. The Provider must use all reasonable endeavours to assist the Client to fulfil its duties under the Equality Act 2010 in relation to the delivery of the Services.
- 14.3 The Provider shall, as far as possible comply with all applicable guidance issued by the Equalities and Human Rights Commission and its predecessors.
- 14.4 The Provider must set out its policy on equality and diversity:
- 14.4.1 in instructions to those concerned with recruitment, training and promotion;
 - 14.4.2 in documents available to Staff, recognised trade unions or other representative groups; and
 - 14.4.3 in recruitment advertisements or other literature.
- 14.5 The Provider must, on request, provide the Client with examples of the instructions and other documents, recruitment advertisements or other literature.
- 14.6 The Provider must notify the Client within 2 (two) Working Days of first becoming aware of any investigations or proceedings brought against the Provider for a breach of Equality and Diversity Law.

- 14.7 If a finding of unlawful discrimination is made against the Provider by any court or employment tribunal, or an adverse finding is made in any formal investigation under any body responsible for enforcing Equality and Diversity Law the Provider must take appropriate steps to prevent repetition of the unlawful discrimination.
- 14.8 The Provider shall, on request, provide the Client with details of any steps taken under Condition 14.7.
- 14.9 The Client may from time to time require the Provider to monitor its workforce according to such categories as the Client specifies in writing to the Provider.
- 14.10 In providing the Services, the Provider shall undertake and require Subcontractors to undertake measures to improve the representation of groups that are under-represented in the workforce providing the Services compared to their representation in the population (either generally or in the areas in which the Services are being undertaken), so as to minimise any imbalance in that workforce.
- 14.11 In providing the Services, the Provider shall undertake and shall require Subcontractors to undertake measures to:
- 14.11.1 eliminate unlawful discrimination (including harassment and victimisation) or any other conduct prohibited by the Equality Act 2010 within the workforce providing the Services;
 - 14.11.2 deliver equality of opportunity particularly for people from groups that are under-represented in the workforce providing the Services in recruitment, pay, training and transfer and promotion to and within that workforce; and
 - 14.11.3 promote and foster good relations between people within the workforce providing the Services who share a protected characteristic under the Equality Act 2010 and those who do not have that characteristic.

15. SUBCONTRACTING & ASSIGNMENT

- 15.1 Except where the Law specifically gives the Provider a right to do so which overrides the restriction in this Condition 15.1, the Provider may not assign, transfer, subcontract or deal in any other manner with its rights and obligations under this Contract or any part, share or interest in this Contract without the prior written consent of the Client. Subcontracting shall not relieve the Provider from liability for the performance of its obligations to the Client under this Contract and the Provider shall be liable to the Client for the performance of the Subcontractor.
- 15.2 The Client may assign or transfer the benefit of any of its rights under this Contract. An assignment by the Client (or by the Provider following the Client's

prior written consent) will be effective when written notice of it is served on the Provider.

- 15.3 Where the Provider enters into a Subcontract, the Provider shall include in that Subcontract provisions:
 - 15.3.1 requiring invoices to be considered and verified in a timely fashion;
 - 15.3.2 requiring the payment of valid and undisputed invoices within 30 (thirty) calendar days;
 - 15.3.3 providing that where there is an undue delay in considering and verifying an invoice, that invoice is to be regarded as valid and undisputed after a reasonable time has passed;
 - 15.3.4 enabling the Subcontract to be terminated if the Subcontractor fails to comply with any obligations under and environmental, social or employment Law in performing the Subcontract; and
 - 15.3.5 requiring the Subcontractor to include provisions having the same effect as this Condition 15.3 in any subcontract relating to the Services.
- 15.4 The Provider shall not allow a Subcontractor to Process any Personal Data of which the Client is Data Controller without the prior written consent of the Client to that Subcontractor doing so. Where the Provider wishes a Subcontractor to be able to do so the Provider shall provide the Client with such evidence as the Client requires in order to be satisfied that the proposed Subcontractor is capable of complying with the Provider's obligations under this Contract and under Data Protection Law in relation to that Personal Data.
- 15.5 Where the Client allows a Subcontractor to Process Personal Data in accordance with Condition 15.5, the Provider shall:
 - 15.5.1 include provisions identical to those in Condition 11 [*Data Protection*] in the Subcontract with that Subcontractor; and
 - 15.5.2 provide in the subcontract that the Client may enforce such obligations directly against the Subcontractor under the Contracts (Rights of Third Parties) Act 1999.

- 15.6 Where Staff need to access the Client's premises to provide the Services the Provider will notify the Client in writing within 5 (five) Working Days of the Commencement Date of the names, contact details and (if known) details of legal representatives of each of its proposed Subcontractors. The Provider shall notify the Client within 5 (five) Working Days of:
- 15.6.1 any change to that information; and
 - 15.6.2 the name, contact details and (if known) details of legal representatives of any new Subcontractors.
- 15.7 The Provider shall take appropriate steps to ensure that there is no slavery or human trafficking in its supply chains and in connection with this the Provider shall:
- 15.7.1 implement due diligence procedures for its Subcontractors;
 - 15.7.2 require all Subcontractors to warrant that, neither the Subcontractor nor any of the Subcontractor's officers or employees:
 - (a) have been convicted of any offence involving slavery or human trafficking; or
 - (b) have, to the best of the Subcontractor's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking;
 - 15.7.3 require all Subcontractors to notify them promptly in writing if the Subcontractor becomes aware of or has any reason to believe that the warranty in Condition 15.8.2 is or may become untrue. The notice must set out full details of the circumstances making the warranty untrue or potentially untrue;
 - 15.7.4 require all Subcontractors to include provisions having the same effect as this Condition 15.8 in all Subcontracts (at any stage of remoteness from the Client in the supply chain) relating to the Services; and
 - 15.7.5 promptly pass to the Client a copy of any notice from a Subcontractor under Condition 15.8.3.
- 15.8 The Provider shall maintain control over and ensure adequate liaison with Subcontractors to ensure compliance with this Contract. Any obligation on the Provider not to do anything in this Contract is to include an obligation on the Provider to procure that all Subcontractors and Staff do not do it.

- 15.9 The Provider shall terminate a Subcontract within 20 (twenty) Working Days of being requested to do so by the Client if:
- 15.9.1 the actions or omissions of the Subcontractor have led to the Provider being in material breach of this Contract;
 - 15.9.2 the Subcontractor or anyone for whom the Subcontractor is responsible has acted fraudulently or made a fraudulent misrepresentation in connection with the Services or this Contract
 - 15.9.3 the Subcontractor or anyone for whom the Subcontractor is responsible has offered or agreed to give any person working for or engaged by the Client any gift or consideration in relation to this Contract as set out in Condition 19.1 [*Corruption, Bribery and Conflicts*];
 - 15.9.4 there is (in the reasonable opinion of the Client) an actual or potential conflict between the interests of the Subcontractor and those of the Client;
 - 15.9.5 the Subcontractor is in breach of Health and Safety Law or is considered by the Client to be working or to have worked in a way that does not fully comply with Health and Safety Law or any guidance or best practice approved in relation to Health and Safety Law;
 - 15.9.6 the Subcontractor commits a material breach of Data Protection Law (including any Personal Data Breach or any breach which the Client, as Data Controller, is required to report to the Information Commissioner);
 - 15.9.7 there is a change of control of the Subcontractor (as defined in section 1124 Corporation Tax Act 2010) which the Client has not approved in advance; or
 - 15.9.8 the Subcontractor is found to have committed any offence involving slavery or human trafficking or to have breached environmental, social or labour laws.

16. LIABILITY

- 16.1 Neither Party excludes or limits liability to the other Party for:
- 16.1.1 death or personal injury caused by its negligence;
 - 16.1.2 fraud or fraudulent misrepresentation; or
 - 16.1.3 any other Liability which cannot be limited or excluded by Law.
- 16.2 Subject to Conditions 16.3 to 16.6 (inclusive) the Provider shall pay to the Client a sum equal to the amount of any Liability which the Client may suffer in connection with a breach of this Contract by the Provider or its Subcontractor.

- 16.3 The Provider shall not be responsible for any Liability to the extent that it is caused by the negligence or wilful misconduct of the Client or by breach by the Client of its obligations under this Contract.
- 16.4 The maximum Liability of the Provider under this Contract (including where there is a requirement to indemnify the Client under it) in any Financial Year (other than as set out in Condition 16.1) shall not exceed the Liability Cap set out in the Contract Particulars for that Financial Year but such amount shall not include:
- 16.4.1 any sums (other than excesses as provided in Condition 16.5) that are recovered under any of the Insurances;
 - 16.4.2 any sums (other than excesses as provided in Condition 16.5) that would have been recovered under the Insurances had the Provider taken out and maintained those Insurances as required by this Contract and made and diligently pursued a claim under them; and
 - 16.4.3 any sums that are payable by the Provider to the Client under Condition 5.12 [*Staff*] or Condition 8.5 [*Intellectual Property*].
- 16.5 The maximum amount of Insurance excesses that may be included in the Liability Cap are as set out in the Contract Particulars. Any excesses on any of the Insurances up to these amounts will therefore be included in calculating whether the Liability Cap in any Financial Year has been reached.
- 16.6 Neither Party shall be liable to the other for pure economic loss, loss of business, depletion of goodwill or loss of anticipated savings other than as expressly provided in this Contract in each case whether direct, indirect or consequential (but this shall not apply in relation to Condition 5.12 [*Staff*] and Condition 8.5 [*Intellectual Property*]).
- 16.7 No action or proceedings for any breach of this Contract may be commenced at any time after the expiry of 6 (six) years after the date the Services were last provided.
- 17. INSURANCE**
- 17.1 Subject to such insurance being available in the market place at commercially reasonable rates and on commercially reasonable terms the Provider shall maintain the Insurances with the minimum levels of cover set out in the Contract Particulars. Such Insurances shall be maintained with a substantial and reputable insurance company. Any increased or additional premium or adverse terms required by insurers because of the Provider's own claims record or other acts, omissions or matters specific to the Provider shall be deemed to be within commercially reasonable rates and terms
- 17.2 Whenever required to do so by the Client, the Provider shall provide the Client with documentary evidence that the Insurances referred to in Condition 17.1 are being properly maintained and that premium payments are up to date.

- 17.3 If any of the Insurances required by this Contract cease to be available at commercially reasonable rates and on commercially reasonable terms, the Provider shall notify the Client immediately and the Parties shall discuss the best way to protect their respective positions. In these circumstances the Client may terminate this Contract under Condition 20.1 [*Termination*].
- 17.4 If the Provider fails to maintain any of the Insurances (except following a notification under Condition 17.3) the Client may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Provider.
- 17.5 Each Party agrees not to do anything or omit to do anything, which could make the insurance policies referred to in Condition 17.1 void, voidable or unenforceable.

18. FORCE MAJEURE

- 18.1 Subject to the Provider complying with Conditions 18.2 and 18.3, neither Party is to be liable to the other for any failure or delay in performing its obligations under this Contract due to any cause beyond its reasonable control (“Force Majeure”) including governmental actions, war, riots, terrorist attacks, civil commotion, fire, flood, epidemic, labour disputes (other than labour disputes involving employees of that Party or its Subcontractor’s employees), currency restrictions and Act of God.
- 18.2 The Provider shall inform the Client immediately of any actual or potential industrial action, by Staff or others, which might affect its ability at any time to perform its obligations under this Contract.
- 18.3 Where the Contract Particulars so require, the Provider shall maintain a disaster recovery plan (“**the Disaster Recovery Plan**”) setting out the procedures to be followed if any Force Majeure or other circumstances outside the Provider’s control mean that the Provider is not able to provide the Services in accordance with this Contract. The Provider shall test and refresh its Disaster Recovery Plan at least once every 12 (twelve) months.
- 18.4 If a Disaster occurs the Provider shall:
- 18.4.1 implement the procedures in the Disaster Recovery Plan (where maintained under Condition 18.3);
 - 18.4.2 as far as practicable, continue to provide the Services in accordance with the Disaster Recovery Plan (where applicable) and this Contract; and
 - 18.4.3 restore the provision of the Services to normal as soon as practicable and within any period set out in the Disaster Recovery Plan (where applicable).

- 18.5 The date for performance of an obligation which has been delayed by Force Majeure is to be suspended only for the period of delay caused by Force Majeure.
- 18.6 The Party seeking to exempt itself from Liability because of this Condition 18 must give written notice to the other Party within 2 (two) Working Days of becoming aware of Force Majeure and must use all reasonable endeavours to mitigate its severity.
- 18.7 The Party seeking to exempt itself from Liability because of this Condition 18 is not entitled to payment from the other Party for extra costs and expenses incurred because of Force Majeure.
- 18.8 Either Party may terminate this Contract by giving immediate notice to the other Party if Force Majeure continues for a period of 2 (two) months or more.

19. CORRUPTION, BRIBERY AND CONFLICTS

- 19.1 In accordance with the Bribery Act 2010, the Client may terminate this Contract for default by the Provider immediately by written notice and recover from the Provider the amount of any loss resulting from such termination if:
- 19.1.1 the Provider commits an offence under the Bribery Act 2010 or any law concerning fraudulent or corrupt acts in relation to this Contract or any other contract with the Client;
- 19.1.2 the Provider has offered or given or agreed to give the Client, or any person connected with any gift or consideration of any kind as an inducement or reward for:
- (a) doing or not doing or having done or not having done any action in relation to the obtaining or execution of this Contract or any other Contract with the Client; or
- (b) showing or not showing favour or disfavour to any person in relation to this Contract or any other contract with the Client; or
- 19.1.3 the acts referred to in Conditions 19.1.1 or 19.1.2 have been done by any person employed by the Provider or acting on the Provider's behalf (whether without or with the Provider's knowledge).
- 19.2 The Provider shall not do anything which would place the Client in breach of the Client's Probity Policy, copies of which the Client shall supply to the Provider on request from the Provider.

- 19.3 The Provider shall take and require all Subcontractors to take all reasonable steps, in accordance with Good Professional Practice, to prevent fraud and bribery in connection with this Contract. The Provider shall notify the Client immediately if it has reason to suspect that any fraud or bribery (including any breach of Condition 19.1) has occurred, is occurring or is likely to occur.
- 19.4 If the Provider or any of its Staff commits any fraud or bribery (including any breach of Condition 19.1) in relation to this or any other contract with the Client, the Client may recover in full from the Provider any loss sustained by the Client in consequence of such fraud.
- 19.5 The Provider shall cooperate fully with the Client, its auditors and/or any Regulatory Body in relation to any investigation into fraud or bribery in connection with this Contract.
- 19.6 The Provider shall take appropriate steps to ensure that they are not placed in a position where (in the reasonable opinion of the Client) there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Provider and the obligations owed to the Provider under this Contract.
- 19.7 The Provider shall promptly notify and provide full particulars to the Client if any conflict referred to in Condition 19.6 above arises or is reasonably foreseeable to arise.

20. TERMINATION

- 20.1 The Client may terminate this Contract either with immediate effect or with effect from a future date specified by the Client by giving the Provider written notice if:
- 20.1.1 the Provider commits a material breach of this Contract which is not remedied to the satisfaction of the Client within 10 (ten) Working Days of written notice from the Client notifying the Provider of the breach and stating that if it is not remedied this Contract will be terminated for material breach;
- 20.1.2 the Provider or anyone for whom the Provider is responsible has acted fraudulently or made a fraudulent misrepresentation in connection with the Services;
- 20.1.3 the Provider or anyone for whom the Provider is responsible has offered or agreed to give any person working for or engaged by the Client any gift or consideration in relation to this Contract or any other Contract between the Provider and the Client as set out in Condition 19.1 [*Corruption, Bribery and Conflicts*];
- 20.1.4 there is (in the reasonable opinion of the Client) an actual or potential conflict between the interests of the Provider and the duties owed to the Client under this Contract;

- 20.1.5 the Provider is in breach of Health and Safety Law or is considered by the Client to be working or to have worked in a way that does not fully comply with Health and Safety Law or any guidance or best practice approved in relation to Health and Safety Law;
- 20.1.6 the Provider is the subject of any insolvency related procedure including:
- (a) suspending or threatening to suspend, payment of its debts or being unable or deemed unable to pay its debts within section 123 of the Insolvency Act 1986;
 - (b) commencing negotiations with any of its creditors with a view to rescheduling any of its debts, or making a proposal for or entering into any compromise or arrangement with any or all of its creditors;
 - (c) having a petition filed, passing a resolution, or having an order made for its winding up (except for the purposes of an amalgamation or reconstruction of a solvent company);
 - (d) giving or receiving notice of any intention to appoint or appointing or having appointed an administrator, receiver, receiver and manager or administrative receiver or applying for or being the subject of an administration order;
 - (e) having a creditor take possession of, or distress, execution, sequestration or other such process levied or enforced on or sued against, the whole or any part of its assets and such attachment or process not being discharged within 10 (ten) Working Days;
 - (f) ceasing to trade or threatening to cease to trade;
 - (g) failing within the time provided for payment to honour any guarantee or indemnity it has given which has fallen due and been called upon;
 - (h) (where the Provider is an individual):
 - (i) being the subject of a bankruptcy petition or order;
 - (ii) having a receiver appointed over his/her assets;
 - (iii) making an arrangement with creditors; or
 - (iv) being deemed unable to pay his/her debts within section 268 of the Insolvency Act 1986;
 - (i) (where the Provider is a partnership, other than a limited liability partnership) having one of its partners subject to any of the insolvency events in Condition 20.1.6(h) applying to individuals;

- (j) having a debt relief order made in respect of them; or
 - (k) being the subject of any equivalent or similar event in England & Wales or in any other legal jurisdiction.
- 20.1.7 any of the Insurances ceases to be available at commercially reasonable rates;
- 20.1.8 the Provider purports to assign, subcontract, novate or create any form of security over its rights under this Contract without the Client's written consent;
- 20.1.9 the warranty in Condition 4.4 [*Regulatory Requirements*] is or becomes untrue in any material respect;
- 20.1.10 the Provider commits a material breach of Data Protection Law (including any Personal Data Breach or any breach which the Client, as Data Controller, is required to report to the Information Commissioner;
- 20.1.11 the Provider commits or is found to have committed any of the offences listed in Regulation 57(1) of the Public Contracts Regulations 2015, any of the Provider's directors, officers or senior managers commit or are found to have committed any of those offences, a Court orders that this Contract is set aside because of a serious infringement of the EU Treaty or a Court orders that this Contract is set aside because it has been subject to a substantial modification;
- 20.1.12 there is a change of control of the Provider (as defined in section 1124 Corporation Tax Act 2010) which the Client has not approved in advance;
- 20.1.13 the Provider makes a false or fraudulent claim for payment under this Contract; or
- 20.1.14 the Provider or a Subcontractor is found to have committed any offence involving slavery or human trafficking or to have breached environmental, social or labour Laws.
- 20.2 The Client may terminate this Contract by giving the Provider not less than the period of written notice to do so set out in the Contract Particulars. Where the Contract Particulars so state, the Provider may terminate this Contract by giving the Client not less than the period of written notice to do so set out in the Contract Particulars.
- 20.3 The Provider may terminate this Contract either with immediate effect or with effect from a future date specified by the Provider by giving the Client written notice if:

- 20.3.1 the Client fails to pay any undisputed amount due to the Provider under this Contract (in respect of which payment is due) within 20 (twenty) Working Days of written notice from the Provider served on the Client notifying the Client of the non-payment and stating that, if it is not remedied, this Contract will be terminated; or
 - 20.3.2 the Client, without good reason, commits a material breach of this Contract which substantially prevents the Provider from complying with the Provider's obligations under this Contract and fails to remedy that material breach within 20 (twenty) Working Days of written notice from the Provider served on the Client stating that if it is not remedied this Contract will be terminated.
- 20.4 Termination of this Contract is without prejudice to the rights and duties of either Party accrued due before termination or to any provisions which are intended to survive termination, including:
- 20.4.1 Condition 8 [*Intellectual Property*];
 - 20.4.2 Condition 9 [*Publicity and Reputation*];
 - 20.4.3 Condition 10 [*Confidentiality and Security of Information*];
 - 20.4.4 Condition 11 [*Data Protection*]; and
 - 20.4.5 Condition 13 [*Records and Audit*].
- 20.5 The Dispute Resolution Procedure shall not apply to any issues concerning termination of this Contract.
- 20.6 On termination of this Contract the Provider must co-operate fully with the Client and / or any Successor Provider in relation to the legal and operational handover of responsibilities between the Provider and the Client or Successor Provider.
- 20.7 Within 5 (five) Working Days of the Termination Date, the Provider must:
- 20.7.1 return all Client Data and Documents and Data provided by the Client and ensure no electronic copies are maintained; and
 - 20.7.2 provide copies of all other Client Data and Documents and Data used in connection with the Services to the Client and delete any Client Data from the Provider's information technology system (other than as required by Condition 13.2 [*Records and Audit*]).
- 20.8 Where this Contract has been terminated under Condition, 20.1 or the Provider has been the subject of any insolvency related procedure as set out in Condition 20.1.6, any provision of this Contract which requires any payment to be made to the Provider in respect of the Services will cease to apply until the Client has quantified its costs and losses resulting from termination. Those costs and losses may include the Client's reasonable internal costs as well, as the costs of employing others to complete the Services (including any Services

the Client reasonably expected to Order during the 6 (six) months following the Termination Date).

- 20.9 Where this Contract is terminated in accordance with Conditions 20.2 or 20.3, the Client shall pay all Fees due for Services provided by the Provider in accordance with this Contract up to the Termination Date but no other payment shall be due on termination.

21. WAIVER AND SEVERABILITY

- 21.1 A failure or delay in exercising any rights, powers or privileges under this Contract will not operate as a waiver of them.
- 21.2 All remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately. The exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 21.3 The single or partial exercise of any right, power or privilege does not prevent any other exercise of that right, power or privilege or the exercise of any other right, power or privilege (whether arising out of the same factual situation or otherwise).
- 21.4 Any waiver of a breach of this Contract is not to be effective unless given in writing signed by the Party waiving its entitlement.
- 21.5 No waiver is to be deemed a waiver of any subsequent breach or default nor is it to affect the other terms of this Contract.
- 21.6 The receipt of money does not prevent the Party receiving it questioning the correctness of the amount or any other statement in respect of money.
- 21.7 If any term of this Contract is illegal, void or unenforceable, it shall be deemed to have been modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, such term shall be deemed to have been deleted.
- 21.8 Where any term of this Contract is modified or deleted under Condition 21.7, the remainder of this Contract will continue in force as though that term had not been included in it.

22. EXTENT OF OBLIGATIONS AND FURTHER ASSURANCE

- 22.1 Nothing in this Contract requires the Client to act in any way which is outside its legal powers or inconsistent with its legal or regulatory obligations as a registered charity or its obligations under the Law generally.
- 22.2 Subject to Condition 22.1, each Party undertakes to do all things and execute all further documents that the other may reasonably require to give effect to this Contract.

23. VARIATIONS

- 23.1 No variation of this Contract is to bind any Party and no person has authority on behalf of any Party to agree to any variations to this Contract except where the amendment is agreed to in writing by both Parties.
- 23.2 No consents to any variation to this Contract are required from any person who is not a Party to it.

24. ENTIRE AGREEMENT

- 24.1 Subject to Condition 24.2 this Contract sets out the whole agreement between the Parties in relation to the Services. It supersedes and extinguishes all prior negotiations, commitments, representations and warranties relating to its subject matter which any Party has made orally or in writing.
- 24.2 Each Party warrants that it has not entered into this Contract on the basis of any representation made by the other except to the extent that such representation is expressly included in it (but nothing in this Condition 24 excludes any liability for fraudulent misrepresentation).

25. THIRD PARTIES

- 25.1 Any organisation within the Client's Group on whose behalf the Services are procured under this Contract may enforce this Contract against the Provider.
- 25.2 Other than as set out in Condition 15.6.2 [*Subcontracting and Assignment*] and Condition 25.1, nothing in this Contract shall confer any benefit on a person who is not a Party to it or give any such third party a right to enforce any of its terms.

26. NO PARTNERSHIP OR AGENCY

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

27. NOTICES

- 27.1 Subject to Conditions 27.4 and 27.5, notices or other communications under this Contract will be duly served if given by and sent to the nominated representative of the Party to be served in accordance with the following table with the date of service and method of proof being as set out in it:

Method of Service	Date of Service	Proof of Service
Personal delivery of a letter addressed to the Party to be served at the address for service.	Day of delivery if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of delivery.
First class letter addressed to the Party to be served at its address for service.	48 hours after posting if that is a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of posting unless returned through the Post Office undelivered service within 21 days of posting.
Email (requesting a “read receipt”) addressed to the Party to be served and sent to its email address for service.	Day of transmission if before 16.00 on a Working Day otherwise 10.00 on the next Working Day thereafter.	Proof of sending email to the correct email address plus proof of read receipt.

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

27.3 Each Party’s email address for service is as set out in the Contract Particulars.

27.4 Email shall not be a valid method of service for notices relating to termination under Condition 20 [*Termination*], Force Majeure under Condition 18.6 [*Force Majeure*] or relating to any Dispute.

27.5 This Condition 27 does not apply to the service of legal proceedings or to notices served in legal proceedings.

28. DISPUTE ESCALATION PROCEDURE

28.1 Each Party must attempt to resolve any Disputes which it has with the other amicably.

28.2 If a Party considers that a Dispute has arisen it may write a letter to the other Party specifying:

28.2.1 what the Dispute is alleged to be;

28.2.2 what steps should be taken to resolve the Dispute; and

28.2.3 within what reasonable period such steps should be taken.

- 28.3 If the Dispute is not resolved within the period set out in the letter then representatives of the Parties must seek to resolve the Dispute in accordance with the Dispute Escalation Table set out in the Contract Particulars.
- 28.4 The individuals/postholders named in the Dispute Escalation Table shall have the period stated in the Schedule 2 [*Contract Particulars*] to agree a solution with the individual/postholder stated alongside their respective names, failing which the Dispute is to be escalated to the next named individuals/postholders (if any).
- 28.5 Conditions 28.1 to 28.4 do not apply to any Disputes over a decision to terminate this Contract or over any Party's entitlement to do so.
- 28.6 The Parties shall continue to comply with all their obligations under this Contract regardless of the nature of the Dispute and despite the referral of the Dispute for resolution under this Condition 28.
- 28.7 Any compromise of a Dispute which is certified in writing by solicitors advising the Client on that Dispute as a settlement which is based on a permissible interpretation of the respective rights and obligations of the Parties under it this Contract is to be regarded as having been derived from the terms of this Contract and is not to be regarded as a variation to it.

29. GOVERNING LAW AND ENFORCEMENT

- 29.1 The formation, construction, performance, validity and all aspects of this Contract are to be governed by English law.
- 29.2 The Parties agree to submit to the exclusive jurisdiction of the courts of England and Wales in relation to any dispute under this Contract.

30. COUNTERPARTS

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

Schedule 4 KPI Schedule

KPI No.	Indicator	Definition	Measurement Period (e.g. monthly)	KPI Target
1	[]	[]	[]	[]
2	[]	[]	[]	[]
3	[]	[]	[]	[]
4	[]	[]	[]	[]
5	[]	[]	[]	[]

CLIENT

SIGNED _____

BY *[print name]* _____

for and on behalf of Safer London

PROVIDER

SIGNED _____

by *[print name]* _____

for and on behalf of _____
[insert name of the Provider]