(G) a breach of the Supplier's obligations under Clauses 54 (Assignment and Subcontracting) or 56 (Change in Control);

(H) any parent company guarantee or bond required pursuant to Clause 58 becoming invalid and/or the Supplier being in breach of Clause 58.3;

(I) a breach by the Supplier of its obligations to take out and maintain any of the insurances required pursuant to Clause 55;

(J) the occurrence of a conflict of interests such that the circumstances set out in Clause 80.5(B) occur;

(K) the Company becomes entitled to terminate in accordance with the escalation procedure set out in Schedule 12 (Supplier Performance);

(L) the Supplier's cap on liability pursuant to Clause 54.6 being reached; or

(M) the Supplier has, at the date of this Contract, been in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015 and should therefore have been excluded from the procurement procedure in accordance with Regulation 80(2) of the Utilities Contracts Regulations 2016.

48.2 If a particular breach has continued for more than ten (10) Working Days or occurred more than three (3) times in any six (6) month period then the Company may serve a notice on the Supplier:

(A) specifying that it is a formal warning notice;

(B) giving reasonable details of the breach; and

(C) stating that the breach is a breach which, if it recurs frequently or continues, may result in a termination of this Contract.

48.3 If, following service of a warning notice the breach specified has continued beyond twenty (20) Working Days or recurred in three (3) or more months within the six (6) month period after the date of service, then the Company may serve another notice (a Final Warning Notice) on the Supplier:

(A) specifying that it is a Final Warning Notice;

(B) stating that the breach specified has been the subject of a warning notice served within the six (6) month period prior to the date of service of the Final Warning Notice; and

(C) stating that if the breach continues for more than ten (10) Working Days or recurs in three (3) or more months within the six (6) month period after the date of service of the Final Warning Notice, this Contract may be terminated.

48.4 A warning notice may not be served in respect of any incident of breach which has previously been counted in the making of a separate warning notice.

48.5 If a Supplier Default has occurred and the Company wishes to terminate this Contract in whole or in part, the Company must serve a Termination Notice on the Supplier within thirty (30) Working Days of becoming aware of the Supplier Default.

48.6 The Termination Notice must specify the type of Supplier Default which has occurred entitling the Company to terminate and whether the Company is terminating this Contract in whole or in part and if in part, the extent of the termination.

48.7 If anyone employed by the Supplier, acting independently of the Supplier, commits a Safety Breach or Prohibited Act, then, without prejudice to the Company's rights pursuant to Clause 48, the Company may require the Supplier to exclude that individual from the Services with immediate effect and that individual may only resume the performance of the Services at the Company's absolute discretion.

49. Compensation on Termination

49.1 Following a termination (in whole or in part) in accordance with Clause 47, the Supplier shall be entitled to be paid:

(A) the total value of the Services provided at the date of termination of this Contract, such value to be ascertained in accordance with this Contract as if this Contract had not been terminated, together with any amounts due to the Supplier under this Contract not included in such total value;

(B) the reasonable properly incurred cost of removal of the Supplier's property from the Sites in respect of which this Contract has been terminated;

(C) the cost of materials or goods properly ordered for the Services in respect of which this Contract has been terminated for which the Supplier shall have paid or for which the Supplier is legally bound to pay, and on such payment in full by the Company such materials or goods shall become the property of the Company; and

(D) redundancy payments for employees of the Supplier that have been or will be reasonably incurred by the Supplier as a direct result of termination (or partial termination as the case may be) of this Contract,

less any amounts previously paid to the Supplier under this Contract.

49.2 Following a termination (in whole or in part) in accordance with Clause 48 (Supplier Default):

(A) the Supplier shall indemnify the Company and keep the Company fully and effectively indemnified against all expense, loss, damage and liabilities suffered or incurred by the Company associated with or arising from the termination including any additional expense incurred by the Company in continuing to provide the Services in respect of which this Contract has been terminated, from the date of termination to the Expiry Date (as may have been extended only where notice has

been served pursuant to Clause 2.2) including for the avoidance of doubt the cost of finding an alternative contractor or contractors and any additional amounts charged by them for providing the Services; and

(B) the Supplier shall be entitled to be paid for Services provided and which have not been paid for at the date of termination less the cost to the Company of having the Services that have not been carried out completed (whether the Company has those Services delivered or not).

49.3 In the event that the Company terminates this Contract for any reason under Clause 48, the Supplier shall, without prejudice to any other rights or remedies which the Company may have under this Contract or under general law, at the Company's option:

(A) permit the Company to enter the Supplier's premises and take possession of any equipment, goods or Documentation which are the property of the Company;

(B) permit the Company to place an order for the remaining Services with any other person or persons or complete the provision of such Services by its own workmen; and

(C) promptly return to the Company any equipment, goods or Documentation which are the property of the Company and of which the Supplier or any of its Sub-Contractors have possession.

In either such case, the Company shall be entitled to retain the benefit of any part of the Services already provided by the Supplier in accordance with this Contract, at the material time.

49.4 Any amounts which the Company is liable to pay pursuant to this Clause 49 shall, in default of agreement, be determined pursuant to the provisions of Schedule 13 (Dispute Resolution Procedure).

50. Accrued Rights and Survival

50.1 In the event that this Contract is terminated, the liability of the Company to pay the Supplier in respect of the performance of the Services shall be limited to payment to the Supplier for those Services provided in accordance with this Contract up until the date of such termination.

50.2 Save as otherwise expressly set out in this Contract or as already taken into account in the calculation of any payment of compensation on termination pursuant to this Contract, termination of this Contract for whatever reason shall not affect the accrued rights of the Parties arising in any way out of this Contract as at the date of termination and in particular but without limitation the right to recover damages against the other Party.

50.3 The provisions of Clauses 14 (Records and Audit), 20.10 (Set-Off), 35 (TUPE), 38 (Responsible Procurement), 41 (Intellectual Property Rights), 42 (Confidentiality), 43 (Freedom of Information), 44 (Data Transparency), 45 (Data Protection), 47 (Termination and Suspension), 50.3 (Survival), 54 (Indemnity) 55 (Insurance), 56 (Environmental Claims), 62 (Severance), 63

(Publicity), 64 (Corrupt Gifts and Payments of Commission), 65 (No Waiver), 66 (Entire Contract), 69 (Dispute Resolution), 72 (Governing Law and Jurisdiction), 74 (Contracts (Rights of Third Parties) Act 1999), 79 (Notices and Service of Process), and 80.1 (Declaration of Ineffectiveness) will survive the termination or expiry of this Contract and continue in full force and effect, along with any other Clauses or Schedules of this Contract necessary to give effect to them. In addition, any other provision of this Contract which by its nature or implication (including in respect of any accrued rights and liabilities) is required to survive the termination will survive such termination as aforesaid.

51. Force Majeure

51.1 No Party shall be entitled to bring a claim for a breach of obligations under this Contract by the other Party or incur any liability to the other Party for any losses or damages incurred by that other Party to the extent that a Force Majeure Event occurs and the Affected Party is prevented from carrying out obligations by that Force Majeure Event. For the avoidance of doubt, the Company shall not be entitled to terminate this Contract for a Supplier Default if such Supplier Default arises from a Force Majeure Event (but without prejudice to Clauses 51.5 or 51.6).

51.2 The Company shall be under no obligation to make any payments to the Supplier of the Service Payment in respect of any Services affected by the Force Majeure Event.

51.3 On the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.

51.4 As soon as practicable following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of this Contract.

51.5 If no such terms are agreed on or before the date falling eighty (80) Working Days after the date of the commencement of the Force Majeure Event and such Force Majeure Event is continuing or its consequence remains such that the Affected Party is unable to comply with its obligations under this Contract for a period of more than one hundred and twenty (120) Working Days, then, subject to Clause 51.6, either Party may terminate this Contract in respect of the affected Services by giving twenty (20) Working Days' written notice to the other Party.

51.6 If this Contract is terminated, in whole or in part, under Clause 51.5 no compensation shall be payable by either Party in relation to such termination.

51.7 The Parties shall at all times following the occurrence of a Force Majeure Event use all reasonable endeavours to prevent and mitigate the effects of any delay and the Supplier shall at all times during which a Force Majeure Event is subsisting take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.

51.8 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under this Contract. Following such notification this Contract shall continue to be performed on the terms existing immediately prior to the occurrence of the Force Majeure Event.

52. **Suspension**

52.1 Without prejudice to Clause 47, the Company shall have the right at any time to require the Supplier to suspend the provision of the Services (or any part thereof) by giving notice in writing to the Supplier.

52.2 In the event that this Contract is suspended in accordance with Clause 52.1, the Supplier shall:

(A) issue to the Company an application for payment in respect of those Services provided to the Company in accordance with this Contract up until the date of such suspension; and

(B) not to carry out any further work in connection with the provision of the Services which are the subject of the suspension until such time as the Company issues a notice lifting the suspension (a "Notice to Proceed")

52.3 In the event that this Contract is suspended in accordance with Clause 52.1, and such suspension continues for a period of twenty (20) Working Days, the Supplier shall be entitled to request that the Company serve a Notice to Proceed. In the event that no Notice to Proceed is issued by the Company within a further ten (10) Working Days from such request of the Supplier, the Supplier shall be entitled to approach the Company with a request for a variation, in accordance with the Contract Variation Procedure.

52.4 In the event that the Parties are unable to agree upon the variation requested under Clause 52.3, then a Dispute shall be deemed to have arisen and the matter shall be referred for resolution in accordance with Clause 69.

53. **Co-operation in Handover**

53.1 The Parties shall comply with their respective obligations as set out in Schedule 14 (Obligations on Handover).

PART 13: INDEMNITIES, LIABILITIES AND INSURANCE

54. **Indemnity**

54.1 The Supplier shall be liable for, and shall at all times, indemnify the Company, including any of its employees, servants, agents, subcontractors, directors and officers and members of the TfL Group, and shall keep them indemnified on an after-tax basis against all Losses suffered or incurred by the Company, any of its employees, servants, agents, subcontractors, directors and officers or any relevant member of the TfL Group:

(A) in respect of death or personal injury to any person;

(B) in respect of loss of or damage to any property (including the Underground Network and/or Sites and any other property belonging to the Company or for which it is responsible);

(C) in respect of claims against the Company made by third parties (whether under contract, tort, breach of statutory duty or otherwise),

arising from or in connection with the performance or non-performance of the Supplier under this Contract, or in the course of or by reason of any act, omission, negligence or breach of contract or breach of statutory duty, wilful misconduct of the Supplier or any Supplier Party.

54.2 The Supplier shall not be liable under the indemnity in Clause 54.1 to the extent Losses are solely due to the negligence, breach of duty or breach of contract of the Company.

54.3 The Supplier's indemnity under Clause 54.1 and all other indemnities under this Contract shall remain in force for the duration of this Contract and for the period of twelve (12) years after the Expiry Date or earlier termination of this Contract.

54.4 The Company may withhold from any sum due or which may become due to the Supplier any sum due to the Company as a result of the operation of Clause 54.1 provided that an appropriate notice to withhold payment has been served by the Company on the Supplier.

54.5 Other than in respect of (i) the Losses described in Clause 54.1(C) above and (ii) Excepted Liabilities, neither Party shall have any liability to the other for any Consequential Loss arising out of the performance of its obligations under or in connection with this Contract. Each Party respectively undertakes not to sue the other Party or any member of the TfL Group in respect of Consequential Loss.

54.6 The Supplier's total liability (excluding the Guarantors in their capacity as Guarantors) to the Company for all matters arising under or in connection with this Contract, howsoever arising, including in respect of all indemnities, claims, losses or damages, whether arising from tort, (including negligence) breach of contract or otherwise other than the Excepted Liabilities, shall in no event exceed the amount specified in Schedule 1.

54.7 The Supplier shall have no claim against the Company in respect of delay or disruption of the Services, except as expressly provided for in this Contract.

54.8 **Control of indemnity claims**

(A) Subject to Clause 54.8(B), if a claim is made against a Party ("the Indemnified Party"), or the Indemnified Party becomes aware that a claim is likely to be made, by a third party which may give rise to a claim under an indemnity given by a Party ("the Indemnifying Party"):

(1) the Indemnified Party shall promptly notify the Indemnifying Party of the claim, giving full particulars of the claim, and consult with the Indemnifying Party in relation to the proposed actions to be taken prior to settlement or compromise of the claim;

(2) each Party shall provide the other Party with such assistance and information as it reasonably requests in relation to the claim;

(3) the Indemnified Party shall not admit liability in respect of or settle the matter without first obtaining the Indemnifying Party's written consent; and

(4) subject to applicable security and confidentiality restrictions, the Indemnified Party shall provide the Indemnifying Party with reasonable access to its premises and personnel and all relevant assets, documents and records for the purpose of investigating the matter.

(B) The Company may elect at any time to have sole control of the defence of proceedings relating to any claim for which the Supplier has given an indemnity and all negotiations for its settlement (in which case the provisions in Clause 54.8(D) shall apply to the Company as if it were the Indemnifying Party and the Supplier were the Indemnified Party).

(C) If the Company elects to have sole control of the defence of proceedings pursuant to Clause 54.8(B) after the Supplier has already commenced the defence of such proceedings, the Supplier shall promptly take all steps necessary to transfer the conduct of such claim to the Company, and shall provide to the Company all reasonable co-operation, access and assistance for the purposes of considering and resisting such claim.

(D) The Indemnifying Party shall:

(1) assume and conduct the defence of any proceedings relating to the claim diligently using competent counsel and in such a way as not to bring the reputation of the Indemnified Party into disrepute in which case the Indemnified Party shall not, unless the Indemnifying Party has failed to resolve the claim within a reasonable period, take any action to settle or prosecute the claim;

(2) consult with the Indemnified Party and keep the Indemnified Party informed of all material matters, including formulation of any defence and counter-claims and filing of evidence from employees of the Indemnified Party;

(3) not compromise the claim in any way whatsoever by making statements or admissions (other than in accordance with the Indemnified Party's consent, not to be unreasonably withheld or delayed) and do nothing which could prejudice the defence of any such claim; and

(4) obtain the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed, before any settlement is made in respect of the claim.

55. **Insurance**

55.1 The insurance requirements under this Contract shall not relieve the Supplier from or limit any of its other obligations and liabilities under this Contract and are without prejudice to the Supplier's obligation to indemnify the Company set out in Clause 54.1.

55.2 The Supplier shall ensure that the following policy or policies shall, at its own cost, be effected with a reputable insurer for the duration of the Contract and (in respect of Clause 55.2(B)) for a period of not less than twelve (12) years after expiry or termination of this Contract, whichever is the later. Such insurance shall be on terms approved by the Company (such approval not to be unreasonably withheld or delayed):

(A) employer's liability insurance in respect of the Supplier's liability for any person in the Supplier's employment in the sum of not less than ten million pounds (£10,000,000) per incident or such other minimum level as may from time to time be required by law;

(B) professional indemnity insurance in a sum normal and customary for a contractor or supplier in the business of providing services of a similar scope, nature and complexity to the Services being provided under this Contract but not less than two million pounds (£2,000,000) in the aggregate per annum;

(C) insurance against loss, destruction, theft or damage to tools plant equipment temporary buildings (including contents therein) belonging to or the responsibility of the Supplier; and

(D) insurance of all materials acquired by or delivered to the Supplier for the purposes of performing its obligations under this Contract (whether or not the property of the Supplier or of the Company) against loss, destruction and damage for their full re-instatement value until such time as such materials are delivered to the Company and/or the Services are completed.

(together the "Supplier's Insurances").

55.3 The Company shall effect the following insurances:

(A) construction all risks insurance against loss of or damage to the subject of the Services at the Site (as provided for in the policy terms and conditions); and

(B) public liability insurance in respect of sums for which the insured shall become legally liable to pay as damages in respect of death of or injury or illness or disease to third parties and/or loss of or damage to third party property during the period of insurance arising out of or in connection with the provision of the Services at the Site in an amount not less than £25,000,000 per occurrence,

(together the "Company's Insurances").

55.4 The Company's Insurances shall be in effect for the duration of the Services carried out at the Site and shall be in the joint names of the Company and the Supplier and any other contractors and subcontractors of any tier engaged in carrying out the Services at the Site.

55.5 The Company shall provide a copy of the Company's Insurance policies to the Supplier prior to the date on which the Services are to commence.

55.6 The Supplier shall provide satisfactory evidence to the Company prior to the Contract Commencement Date and within one (1) month of renewal or when requested by the Company that the Insurances have been effected and are in full force and effect and if so required produce the insurance policies for inspection and receipts for payment of the current premiums.

55.7 The Supplier shall notify the Company immediately of its inability to obtain any of the Supplier's Insurances, the cancellation of any of the Supplier's Insurances, or its inability to renew any of the Supplier's Insurances.

55.8 If the Supplier fails to maintain the insurance policies as provided in this Clause 55, the Company may effect and keep in force any such insurance and pay such premium or premiums at commercially competitive rates as may be necessary for that purpose and from time to time deduct the amount so paid from any monies due or which become due to the Supplier or recover the same as a debt due from the Supplier.

55.9 The Supplier must comply with the terms and conditions of the insurances and all reasonable requirements of the Company's and the Supplier's insurers, including (without limitation), in connection with the prosecution and settlement of claims, the recovery of losses and the prevention of accidents. The Supplier must bear the cost of all exclusions and limitations under the Company's Insurances and the Supplier's Insurances.

55.10 The Supplier shall comply and shall ensure that its Sub-Contractors comply with the requirements of the Company's claims handling procedures and the Supplier shall not compromise, settle or waive any claim which the Supplier may have under the Company's Insurances without the prior written consent of the Company.

55.11 The Supplier shall ensure that any Sub-Contractors also maintain adequate insurance having regard to the obligations under this Contract which they are contracted to fulfil.

56. **Environmental Claims**

56.1 The Supplier shall indemnify the Company against Losses and Remediation costs in respect of any Environmental Claims which may arise out of or by reason of the Supplier's performance, non-performance or part performance of this Contract to the extent that such Losses and Remediation costs are due to any act, negligence, breach of contract, breach of statutory duty, error, omission or default by the Supplier, its employees, Sub-Contractors or agents.

56.2 If the Company is issued with a remediation notice or notice of prosecution for contamination of land or has to pay for subsequent remediation and clean-up operations then if such contamination is caused by the Supplier the Company reserves the right to terminate the Contract under Clause 48.1(A).

56.3 The Supplier shall notify the Company's Representative and the Company as soon as it becomes aware that any Remediation is or will become necessary on any part of the Company's site.

56.4 Where the Supplier discovers or suspects that the site has been contaminated or polluted by another party, the Supplier shall notify the Company's Representative and the Company of the identity of the other party, where known. The Supplier shall not without the prior written consent of the Company undertake any environmental investigations on site or commission or undertake any Remediation. The Supplier shall provide the Company with a separate record of the costs of any Remediation as soon as possible after such costs are incurred.

56.5 In the event that the Supplier commissions an environmental assessment, the Supplier shall procure that the environmental assessment includes an acknowledgement by its authors that the Company can rely on any reports, recommendations or summaries prepared in relation to the environmental assessment.

56.6 The Supplier shall provide to the Company's Representative:

(A) copies of all environment-related permissions, permits, consents, licenses, registrations and authorisations required for him to carry out the Services (for the purposes of this Clause 56.6, the "authorisations");

(B) copies of any amendments to the authorisations;

(C) notification of any revocations, suspensions, cancellations, withdrawals, adverse amendments or refusals to provide any of the authorisations; and

(D) notification of any event or circumstance that is likely to cause the revocation, suspension, cancellation, withdrawal, adverse amendment or refusal to provide any of the authorisations.

57. **Sole Remedy**

57.1 Without prejudice to any entitlement of the Supplier:

(A) to specific performance of any obligation under this Contract; or

(B) to injunctive relief;

the Supplier's sole remedy in relation to matters for which an express right or remedy is stated in this Contract shall be that right or remedy and the Supplier shall have no additional right or remedy arising by common law, in equity, by statute or otherwise.

57.2 Subject to:

(A) any other express right of the Company pursuant to this Contract (including without limitation pursuant to Clause 22; and

(B) the Company's right to claim, on or after termination of this Contract, the amount of its reasonable costs, losses, damages and expenses suffered or incurred by it as a result of rectifying or mitigating the effects of any breach of this Contract by the Supplier, save to the extent that the same has already been recovered by the Company pursuant to this Contract or has been taken into account to calculate any compensation payable pursuant to Clause 49.2,

the sole remedy of the Company in respect of a failure to provide the Services in accordance with this Contract shall be the operation of Schedule 12 (Supplier Performance).

57.3 Nothing in Clause 57.2 shall prevent or restrict the right of the Company to seek injunctive relief or a decree of specific performance or other discretionary remedies of the court.

57.4 The Supplier shall not be held to be failing to comply with its obligations under this Contract to the extent that such failure to comply is a result of the Company's breach of its obligations hereunder.

58. **Bonds, Warranties and Guarantees**

58.1 Where stated in Schedule 1, the Supplier shall at its own expense provide within five (5) Working Days of the Company's request the following:

(A) an executed bond issued by a financial institution whose long term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's in the form set out in Schedule 9 in favour of the Company;

(B) an executed parent company guarantee from the ultimate holding company or other parent company of the Supplier (provided that such company's long-term debt obligations are rated not less than A- by Standard & Poor's and/or A3 by Moody's) in the form set out in Schedule 9 in favour of the Company.

58.2 The Supplier shall ensure that any bond required under Clause 58.1:

(A) provides, in aggregate, credit protection for the Company in an amount of not less than the amount specified in Schedule 1; and

(B) is renewed every twelve (12) months until the Expiry Date (or date of termination if earlier).

58.3 If at any time the existing bond and/or parent company guarantee cease(s) to meet the requirements of Clauses 58.1 and 58.2 then the Supplier shall replace such bond and/or parent company guarantee with a bond and/or parent company guarantee (as the case may be) that meets the requirements within five (5) Working Days.

58.4 If requested by the Company, the Supplier shall provide an accompanying legal opinion to the bond and/or parent company guarantee supplied under Clause 58.1 completed and signed by a qualified lawyer from the country in which the Guarantor and/or parent company is resident in the form specified by the Company.

58.5 The Company shall not be obliged to make any payment to the Supplier under the Contract unless and until the parent company guarantee and/or performance bond (as the case may be) and legal opinion (if applicable) have been provided in a form satisfactory to the Company.

58.6 If required by the Company, the Supplier shall procure that the terms of any subcontract require the Sub-Contractor, within five (5) Working Days of a written request by the Company to the Sub-Contractor, to enter into:

(A) a collateral warranty in the form set out in Schedule 11 in favour of the Company and if requested by the Company, the Supplier shall require the Sub-Contractor to provide an accompanying legal opinion completed and signed by a qualified lawyer from the country in which the Sub-Contractor is resident in the form specified by the Company; and

(B) a parent company guarantee in the form provided by the Company from the ultimate holding company of the Sub-Contractor in respect of any of the Sub-Contractor's obligations under any collateral warranty required under this Clause 58.6.

58.7 If any warranty (including any accompanying parent company guarantee) required under Clause 58.6 is not delivered to the Company in accordance with Clause 58.6 one quarter of the Service Payment relative to the Services supplied by the relevant Sub-Contractor shall be retained in assessments of the amount due and is not payable until such warranty has been delivered.

58.8 The Supplier shall be regarded as being in material breach of the Contract which is incapable of remedy in the event that any parent company guarantee and/or performance bond (as the case may be) is or becomes invalid or otherwise unenforceable.

58.9 Where the Supplier has provided the Company with a performance bond and thereafter any variation is made to the Services or Contract under Clause 18 (Variation), the Company may in its discretion require the Supplier to provide at its expense a replacement performance bond for a greater sum where such variation either alone or when aggregated with any other variations has resulted in a material increase to the value of the Contract to the Company.

PART 14: GENERAL CONDITIONS

59. **Assignment and Subcontracting**

59.1 The Supplier shall not assign, novate or subcontract any of its rights or obligations under this Contract or any part thereof without the prior written consent of the Company.

59.2 The subcontracting of all or any part of the Services to a Sub-Contractor shall not relieve the Supplier of its obligations to perform the Services under this Contract.

59.3 Subject to the provisions of this Contract, the Supplier shall be responsible as against the Company for the acts and omissions of the Supplier Parties as if they were the acts and omissions of the Supplier. The Supplier shall, as between itself and the Company, be responsible for the selection of and pricing by any Supplier Party.

59.4 The Company may novate, assign, transfer or subcontract this Contract or any part thereof to any person at any time without the consent of the Supplier, provided the Company has given prior written notice to the Supplier.

59.5 Within five (5) Working Days of any written request by the Company to the Supplier, the Supplier shall execute a deed of novation in the form set out in Schedule 8 in favour of any person to whom this Contract is being novated.

59.6 Subject to the Company's prior written consent pursuant to Clause 59.1, where the Supplier subcontracts any or all of the Services, the Supplier shall in each Sub-Contract (and procure that its Sub-Contractors include in each of their sub-contracts) payment terms substantially similar to those set out in Clause 20 (*Price and Payment*).

59.7 On or before the Contract Commencement Date, the Supplier shall notify the Company in writing of the name, contact details and details of the legal representatives of any Sub-Contractor, to the extent that such information has not already been provided by the Supplier to the Company. The Supplier shall also immediately provide to the Company in writing the name, contact details and details of the legal representatives of each new Sub-Contractor which the Supplier subsequently involves in the Works after the Contract Commencement Date.

59.8 The Company reserves the right to verify whether there are any grounds for excluding any Sub-Contractor under Regulation 57 of the Public Contracts Regulations 2015. Where necessary for the purposes of the Company's exercise of its right under this Clause 59.8, the Company may request that the information provided by the Supplier under this Clause 59.8 shall be accompanied by one or more European Single Procurement Document(s) (within the meaning of Regulation 59 of the Public Contracts Regulations 2015) in respect of the relevant Sub-Contractor(s). Further, the Company: