

Invitation to tender

Offsite records storage – Bridges

07/12/2022

Version 1.0

Organisation Steps to Work (STW)

Title of Procurement Bridges

Brief description of supply Offsite Records Storage

Estimated duration May 2023 – December 2034

Name of STW contact John Tillotson [john.tillotson@stepstowork.co.uk](mailto:john.tillotson@stepstowork.co.uk)

Deadline for tender submission 17.00 pm 3rd January 2023

Deadline for submission of questions 13.00 pm 19th  December 2022

Notification of award by 17.00 pm 31st January 2023

Invitation to tender for offsite records storage

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# Tender Process

We will only accept electronically completed tender applications which should be emailed, with the heading Bridges Off Site Storage Tender ‘to:

[john.tillotson@stepstowork.co.uk](mailto:john.tillotson@stepstowork.co.uk)

Any queries or questions regarding this tender should be directed to

[john.tillotson@stepstowork.co.uk](mailto:john.tillotson@stepstowork.co.uk)

stating Bridges Off Site Storage Tender Query in the subject line, by no later than 13.00 pm on 19/12/2022

**All queries, questions and responses will be available on the frequently asked questions page to be found on Steps to Work website and Contract Finder. Due to procurement guidelines Steps to Work are unable to respond to questions directly, all responses will be available via the frequently asked questions page** **which can be found here**

<https://www.stepstowork.co.uk/invitation-to-tender-for-offsite-records-storage-for-the-bbo-bridges-project>

<https://www.contractsfinder.service.gov.uk/Search>

Steps to Work reserves the right to carry out clarifications, if necessary, which may be carried out via email or a clarification meeting.

Closing date for applications is 17.00 pm on 03/01/2023

**Please note that any applications received after this time will not be considered**

Notification of outcome will be received by applicants no later than 31/01/2023

This project is funded through the European Social Fund & The National Lottery Community Fund

# Details - Confidentiality

The Supplier (whether his tender is accepted or not) and all other recipients of the Invitation to Tender document (whether they submit a tender or not) shall treat the details of the documents as private and confidential. Any tender received in response to this enquiry shall be treated likewise by Steps To Work except where requested in compliance with the Freedom of Information Act 2000.

# Prices

The prices stated in the tender will be deemed to be the full inclusive value of the supplies and services described in the Specification of Requirements, including all costs and expenses, risks and obligations set forth in or to be implied from the Invitation to Tender. The submission of a tender will be deemed to be an undertaking that the quotation price includes for the above costs.

# Expenses and Losses in Quotation

Steps To Work will not be responsible for, or pay for, expenses or losses that may be incurred by a supplier in the preparation of their tender or pre-contract meetings required.

# Acceptance of Tenders

Steps To Work do not bind themselves to accept the lowest or any tender, and in addition, reserve the right to accept part only of any tender. No tender shall be deemed to have been accepted unless such acceptance shall have been notified to the Tenderer in writing.

# Award Criteria

Business shall be awarded to the Tenderer submitting the most economically advantageous offer with regard to the award criteria. The award criteria that will apply are:

|  |  |
| --- | --- |
| **Criteria** | **Weighting** |
| **Price to include Value for Money**   * Overall costs and value for money service | **40** |
| **Quality**   * Quality Assurance and Environmental Management systems, Health and Safety and Equal Opportunities etc * Understanding the needs of the Steps To Work and the environment in which we operate. Evidence of a proven track record to include a reference from a comparable client * Ability to provide the quality of services required in terms of suitability, timeliness, flexibility and security * Response to each area within the Specification of Requirements to include the systems and resources available to undertake the requirements and the availability of suitably trained and accredited staff to undertake the work | **Total 60**  **20**  **10**  **20**  **10** |

**Scoring methodology**

|  |  |  |
| --- | --- | --- |
| **Score** | **Descriptor** | **Description** |
| 0 | Poor | No or partial response and poor evidence provided. Supplier does not instil confidence in their ability to deliver the contracted service |
| 1 | Weak | Weak standard of evidence, in several areas, to support response giving concern in the supplier’s ability to deliver the contracted service |
| 2 | Satisfactory | Satisfactory standard of evidence, in most areas, to support response but some areas lacking detail or evidence giving some concern in the supplier’s ability to deliver the contracted service |
| 3 | Good | Good standard of evidence to support comprehensive response which gives confidence in the supplier’s ability to deliver the contracted service. Meets the requirements of Steps to Work |
| 4 | Very good | High standard of evidence to support comprehensive response which gives a high level of confidence in the supplier’s ability to deliver the contracted service, may exceed some of the requirements of Steps to Work |
| 5 | Excellent | Very high standard of evidence to support a very comprehensive response which gives a very high level of confidence in the supplier’s ability to deliver the contracted service, may exceed most of the requirements of Steps to Work |

# General Equality Duties

The supplier will assist Steps To Work in meeting its general equality duties in exercising its functions and have due regard to the need to:

* + Eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under the Act;
  + Advance equality of opportunity between persons and who share a relevant protected characteristic and persons who do not share it; and
  + Foster good relations between persons who share a relevant protected

characteristic and persons who do not share it.

# Introduction

The Invitation to Tender (ITT) covers the services necessary to provide an offsite records storage facility to the Steps To Work The offsite records storage facility should have the capacity to collect, securely store and deliver boxed records to and from any site occupied by Steps to Work throughout UK.

You are kindly invited to tender for offsite records storage to Steps To Work.

# Background

The majority of records stored are paper files in boxes, however we may in the future require other forms of media to be stored such as tapes, cds, etc. Scanning of documents to be stored electronically may also be required.

# Guidance

Prospective suppliers must provide itemised pricing for all of the services as part of the solution and highlight any areas which do not fully meet the requirement.

Supporting material that is not directly relevant to the tender response should be included as appendices.

All prospective suppliers must provide a brief overview of a similar contract they have held within the last 3 years and two relevant reference customers who would be willing to provide a brief telephone overview of their experience.

The award criteria is brought to the attention of prospective suppliers and tenders should display how you will provide value for money and include evidence of previous work.

The prospective supplier will provide an offsite records storage facility to the Steps To Work. As a minimum the following services are required.

## Secure storage area

Including but not limited to:

* + CCTV surveillance.
  + alarms, linked to security provider and/or police.
  + all staff subject to security assessment.
  + all staff and visitors carry identification to indicate their right to be on site.
  + security access controlled across the building preventing access to sensitive areas (specifically when offsite store holds more than one organisation‟s records);
  + site location – not a remote site or placed in an area of high crime and risk from

environmental damage is minimal; and

* + surrender of any device capable of taking photos such as mobile phones or cameras prior to entry.

## Security

The supplier must comply with all relevant data and asset security legislation as listed below:

* + ISO 27001 – information security management
  + BS EN 15713 – secure destruction of confidential material
  + BS 8470 – disposal of confidential material
  + BS 7858 – security vetting (to at minimum CRB checks)
  + BS 5454 – environment-controlled storage
  + ISO 9001 or equivalent accreditation
  + ISO 14001 – Environmental Management or equivalent system

## Records Management in storage

The supplier must maintain a numbering/barcode system for facilitating the easy identification of boxes, management information and retrieval of records.

## IT and Technical Solutions

It is assumed that:

* + the supplier will manage records internally using a File Management/Inventory database;
  + the business interface will take the form of an electronic link between the Wales

Audit Office users and the suppliers database via the Internet;

* + the electronic business interface will be available for access from 06:00 to 22:00 as a minimum;
  + customer management information may be managed electronically and will take the form of an electronic link between Steps To Work users and the suppliers database via the Internet. Hard copy reports or reports sent via email may also be requested and in this case must be in a downloadable form and provided within a 24 hour period; and
  + the supplier must provide a responsive service to deal with telephone enquiries with

core hours of 08:00 to 17:00 Monday to Friday. Please state your core hours of business and any out of hours emergency contact details if relevant.

The information held on any IT solution used to manage files under this requirement shall remain the property of the Steps To Work and be made available at any time it is required.

## Disposal and Destruction Policies

A process for destruction authorisation must be agreed between the Steps To Work and the supplier. Authorisation levels will be agreed and regularly updated by the supplier.

## Inspection Room

The facility of an inspection room should be available for Steps To Work personnel who may need to view documents in storage. Boxes should be picked out and brought to the inspection room by the supplier.

## Collection and Deliveries

As a minimum:

* + boxes should be picked and prepared for delivery by the supplier;
  + provision of same day and next day delivery/collection from any of the

Steps To Work sites and floors in Appendix 1 as specified when ordered;

* + custody and care of records in transit – supplier responsibility for the records while in transit and a secure tracking system in operation when records are being transported; and
  + supplier to ensure delivery drivers are provided with tools for the trade i.e. trolleys,

stair-climbing trucks and an adequate number of staff is provided for the delivery.

## Supplies

Provision of stationery supplies e.g. boxes, bar codes, order forms.

## Business Continuity

The supplier must have a full Business Continuity and Disaster Recovery Plan in place and must be agreed with the Steps To Work. Please describe your Business Continuity and Disaster Recovery arrangements including any back-up or secondary site and IT service centre.

## Corporate Social Responsibility

Annual management information may be required on the supplier‟s carbon footprint in relation to the supply of services under this contract. Typical reporting requirements may be but are not limited to:

* + Total CO2 emissions for destruction activity
  + Transport – total mileage

# Questionnaire

Please respond to the brief questionnaire below. Your attention is drawn to the Documents and Information to be Submitted section.

|  |  |  |  |
| --- | --- | --- | --- |
| **1** | **Quality Assurance** | | |
| 1.1 | Does your organisation hold a recognised quality management certification for example BS/EN/ISO 9001 or equivalent? | | Yes / No |
| 1.2 | If not, does your organisation have a quality management system? | | Yes / No |
| 1.3 | If you do not have quality certification or a quality management system, please explain why: |  | |
| **2** | **Health & Safety** | | |
| 2.1 | Does your organisation have a formally documented and implemented health and safety at work policy? | | Yes / No |
| 2.2 | If “**No**” please explain why: |  | |
| **3** | **Equal Opportunities and Code of Conduct** | | |
| 3.1 | Does your organisation have a written equal opportunities policy, to avoid discrimination? | | Yes / No |
| 3.2 | Does your organisation have a Code of Conduct or Code of Ethics? | | Yes / No |
| **4** | **Environmental Management** | | |
| 4.1 | Does your organisation operate in accordance with a formally documented and implemented environmental management system?  (eg, BS/EN/ISO 14001) | | Yes / No |
| 4.2 | Has your organisation undertaken an Environmental Risk Assessment or Review in the past two years? | | Yes / No |
| 4.3 | Does your organisation have a formally documented and implemented sustainability or environmental policy? | | Yes / No |
| **5** | **Records Management Accreditation** | |  |
| 5.1 | Does your organisation hold a Records Management accreditation or certificates? | | Yes/No |
| 5.2 | If Yes, please specify | |  |
| **6** | **Security Accreditation** | |  |
| 6.1 | Does your organisation hold any security or information security accreditations? | | Yes/No |
| 6.2 | If Yes, please specify | |  |

*Health and Safety Law requires* Steps To Work *to ensure that contractors perform their duties with due regard to occupational health and safety. The award of contracts by the Wales Audit Office is therefore determined not only on grounds of price and technical ability, but also on a contractor past record and present ability to carry out work safely and without risk to health.*

**HEALTH & SAFETY POLICY**

Do you have a company Health & Safety Policy which includes statement, organisation for carrying out the policy -i.e. division of duties, delegation of responsibilities, structure chart etc. and the arrangements for carrying out the policy -i.e. safety procedures, safety manuals etc.

**YES / NO**

If the answer is Yes - please return a copy of your safety policy

**ENFORCEMENT NOTICES**

If you have had any improvement or prohibition notices or prosecutions served on your company in the last 3 years by the HSE or Local Authority please give details. If none, please answer **NO.**

*(Disclosure of information will not disbar your company from the tender process).* Use a separate sheet as necessary

**EMPLOYEES AWARENESS**

What arrangements does your company have in place to ensure that employees are aware of their health and safety obligations? State how the H&S policy is brought to the attention of all your employees. List current H&S handbooks or written instructions issued to your employees.

Please provide figures for **all ACCIDENTS *I* INCIDENTS and INJURIES** for the last 3 years.

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| **01** | **Fatal Accidents** | **RIDDOR Reportable** | | **Non RIDDOR**  **Reportable Injuries (i.e. minor)** | **RIDDOR**  **Reportable Dangerous Occurrences** |
| **Major Injury** | **3+ Days** |
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Your tender should be presented as one document and in addition to the evidence required to satisfy the award criteria must include the following:

* + a response to each paragraph of the Specification of Requirements on how you will fulfil the requirements;
  + a fully itemised fee schedule to include, storage cost per box, collections and

deliveries, destructions, consumables, costs for an uplift of records at the end of contract etc;

* + your response to the questionnaires;
  + name, address and telephone contact of a comparable client who would be prepared to offer a reference;
  + a description of your internal quality assurance procedures and complaints handling

process;

* + evidence of sustainability/environmental reviews or assessments undertaken;
  + a copy of your Health and Safety policy and the completed Questionnaire;
  + evidence of any formal accreditations held, including those listed in paragraph 26; and
  + copies of all relevant Insurance Policies.

|  |  |
| --- | --- |
| **Main Offices** | |
| Darlaston JET, 40 King Street, Darlaston, WS10 8DE |  |
|  |  |
|  |  |
| **Other office locations** | |
| Steps To Work, Floor 6, Townend House, Park Street, Walsall, WS1 1NS  ( HEAD OFFICE ) | Floors 6,7,9 |
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**STANDARD TERMS AND CONDITIONS OF CONTRACT FOR THE PROVISION OF OFFSITE RECORDS STORAGE**

**This Agreement** is made on the ………………..

## Between:

Steps To Work, whose head office is at Floor 6, Townend House, Park Street, Walsall, WS1 1NS (hereinafter called **“the Authority”), and** a

company incorporated in (England and Wales/Scotland) whose registered office is at

…………………. (hereinafter called **“the Contractor”).**

## Whereas:

* the Contractor is engaged in providing an offsite records storage and:
* the Authority enters into this Agreement for the Contractor to provide an offsite records storage all as set out in this Agreement; and
* both parties agree to be bound by the terms and conditions set out in this Agreement.

## Definitions and Interpretations

* 1. **“Agreement”** means this agreement together with all written schedules and other documents referred to.
  2. **“the Service”** means the offsite records storage that the Contractor will supply and which is described in the specification.
  3. **“Contractors Account Manager”** means the person nominated by the Contractor and agreed with the Authority as being responsible for managing the delivery of the Service in accordance with the terms of the Agreement.
  4. **“Authority’s Nominated Representative”** means the person appointed by the Authority as being responsible for liaison with the Contractors Account Manager in respect of the Agreement.
  5. **“Service Specification”** means the Specification of Requirements for an offsite records storage together with written response to it and

subsequent correspondence.

* 1. **“Default”** means the default or failure of any obligation of the contract

## Description of the Service

* 1. The Contractor shall provide to the employees of the Authority and other nominated individuals such an offsite records storage (hereinafter called “the Service”) as the Authority may reasonably require.
  2. The scope of the Service at commencement of this Agreement is set out in the Service Specification.
  3. The times during which the Service shall be provided, together with the response times the Contractor shall meet will be set out by the Authority‟s Nominated Representative in agreement by both parties.
  4. The Authority has made the Contractor aware of its requirements for the provision of the Service and the Contractor agrees that it has been given the opportunity to ascertain the information necessary for it to provide the Service as set out in the Agreement.

## Period of Agreement

* 1. This Agreement shall commence on 01/05/2023 and, except for early termination in

accordance with the terms of the Agreement, shall continue until 31/12/2034Changes to quotations shall be made in agreement by both parties.

Either party may give not less than six months written notice of their intention to terminate this Agreement.

## The Provision of Services

* 1. The Contractor shall provide the Services as set out in the Service Specification. The Authority reserves the right to accept all or part of the Specification as set out in the Tender and will instruct the Contractor when to undertake the work.
  2. The Contractor shall ensure that its staff undertaking work in providing the Service to the Authority shall be adequately trained and competent to provide the required services.
  3. The parties recognise that the requirements of the Authority will change over time and this will necessitate forward planning of resource requirements by the Contractor. To facilitate this planning the Authority will, from time to time, provide to the Contractor information on its future requirements.
  4. Steps To Work does not accept liability for any errors that may arise in the specified work. It is the responsibility of the service provider to ensure that all specified works are accurate. Steps To Work may reject any work, if, in their reasonable opinion, the service provider has failed to provide the offsite records storage to the standard and quality specified in the Contract or otherwise conveyed to the service provider in connection with the Contract.

## Nature of Services

* 1. The Authority is not responsible for any acts or omissions of the Contractor. The Contractor will seek prior agreement before undertaking work when acting on behalf of the Authority.

## Insurance

* 1. The Contractor must take out adequate insurance to cover its obligations and potential liabilities under the agreement.

## Intellectual Property Rights

* 1. All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
     1. furnished to or made available to the Contractor by the Steps To Work shall remain the property of the Steps To Work.
     2. prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract shall belong to the Steps To Work, and the Contractor shall not, and shall procure that the Contractor‟s employees, servants, agents, suppliers and sub-contractors shall not, (except when necessary for the implementation of the Contract) without prior approval, use or disclose any such Intellectual Property Rights, or any other information (whether or not relevant to this Contract) which the Contractor may obtain in performing the Contract except which is in the public domain.
     3. At the termination of the Contract the Contractor shall immediately return to the Steps To Work all materials, work or records held, including any back-up media.
     4. The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

## Responsibility and Progress Reporting

* 1. The Contractor shall appoint the Account Manager who shall be responsible for the provision of the Service to the Steps to Work.
  2. The Steps to Work Nominated Representative shall be responsible for liaising with the Contractors Account Manager to determine that the Steps To Work requirements are met and to discuss and resolve matters relating to the Agreement.

## Review Meetings

* 1. The Contractors Account Manager shall attend Review Meetings at the premises of Steps to Work, or such other location that the parties may agree. Steps To Work Nominated Representative shall determine the frequency and dates of such Review Meetings.
  2. The Review Meetings shall be to monitor progress and/or performance of the Contractor in providing the Service and to resolve matters arising and cost reduction initiatives that may from time to time be agreed between the parties. The Contractors Account Manager may be called upon to present information to the Management Team in agreement by both parties.

## Payment

* 1. The Contractor shall be entitled to invoice the Authority at the times and in the manner set out in the Agreement on completion of each distinct piece of work or as agreed in advance by both parties.
  2. Provided that the invoice is one which under the Agreement the Contractor is entitled to submit, the Contractor shall invoice the Steps To Work and the Steps To Work shall pay the Contractor within 30 days of receipt of a valid invoice.

## Employees of the Contractor

* 1. The Contractor shall be the employer of the personnel provided to perform the services and shall be entirely responsible for the employment and terms and conditions of employment of the Employees. The Contractor is responsible for all PAYE, Income Tax and National Insurance Deductions of such personnel. The Contractor shall reimburse the Steps To Work any sums the Steps To Work has to pay to the HM Revenue and Customs in respect of their employees.

## Transfer and Sub-Contracting

* 1. The Contract is personal to the Contractor. The Contractor shall not assign, novate, sub-contract or otherwise dispose of the Contract or any part thereof without the previous consent in writing of the Steps To Work.
  2. Notwithstanding any sub-contracting permitted hereunder, the Contractor shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.
  3. The Contractor will notify the Steps To Work of potential Conflicts or Interest and will arrange suitable qualified alternate arrangements in agreement with the Steps To Work.
  4. The Contractor will not carry on in any business which could create a conflict of interest unless the Steps To Work gives prior consent.

## Protection of Personal Data

* 1. The Contractors attention is hereby drawn to the Data Protection Act 1998. Both parties warrant that they will duly observe all their obligations under the Data Protection Act 1998 which arise in connection with the Contract.

## Waiver

* 1. No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall either be or be deemed to be a waiver or in any prejudice any right of that party under the Contract.

## Force Majeure

* 1. Neither party shall be liable for the failure to perform its obligations under the Contract if such failure results from circumstances beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, terrorism, flood or any disaster or an industrial dispute affecting a third party for which a substitute third party is not reasonably available.

## Confidentiality

* 1. The Authority and the Contractor shall keep confidential all information of the other party designated as confidential obtained under or in connection with the Contract and shall not divulge the same to any third party without the written consent of the other party, except where disclosure is required by the Freedom Of Information Act 2000, the Environmental Information Regulations, the Data Protection Act 1998, or any other legal requirement.
  2. The company is a charitable company limited by guarantee. All information submitted to the Company may therefore need to be disclosed in compliance with the Freedom of Information Act 2000 (the Company reserves the right to decide what is or is not required by the Act), in compliance with other law, or because a court orders them to do so. Respondents should therefore seek to ensure that those parts of their Tender response they would prefer not to be disclosed are covered by exemptions provided by the Freedom of Information Act, identify them as such and explain (in broad terms) why the information should not be disclosed and the time period applicable to that sensitivity. The Company is more likely to be able to justify non-disclosure of information in response to a

Freedom of Information request if the suggested „non-disclosure‟ items are classified in this way. The Company reserves the right to disclose non-disclosure items if they are satisfied (acting reasonably) that it is in the public interest for the information to be disclosed. Receipt by the Company of any material marked „confidential‟ or equivalent should not be taken to mean that the Company accepts any duty of confidence by virtue of that marking. The Company also reserves the right to disagree with a non-disclosure classification.

(Respondents should note that the exemption provided by section 41 of the Freedom of Information Act does not automatically apply to all information marked

„in confidence‟. It applies to information provided in confidence and where disclosure would be an actionable breach of confidence. The information should be recognisable as confidential in nature and must not be in the public domain already; it must have been received in circumstances which impose an obligation to maintain confidentiality on the person receiving it, and any unauthorised disclosure would cause harm to the confider.)

* 1. The provisions of Clause 16.1 and 16.2 shall not apply to any information in the public domain otherwise than by breach of Contract.
  2. The Contractor and the Steps To Work shall divulge confidential information only to those employees who are directly involved in the Contract and shall ensure that such employees are aware of and comply with these obligations as to confidentiality.
  3. The Contractor shall ensure that their employees and its sub-contractors are bound by the requirements of this Clause 16.
  4. The provisions of this Clause 16 shall continue in perpetuity and at the request of the Steps To Work the Contractor will return any documents and confidential information obtained from the Authority in relation to the services.

## Termination

* 1. Steps To Work may at any time by notice in writing terminate the Contract as from the date of service of such notice if:
     1. there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, in the Contractor or its Parent Company; or
     2. any partner or partners in the firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, shall at any time become bankrupt or shall have a receiving order or administration order made against them or shall make any composition or arrangement with or for the benefit of their creditors, or shall make any conveyance or assignment for the benefit of their creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or they shall become apparently insolvent within the meaning of the Bankruptcy Act 1985 as amended by the Bankruptcy Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of their estate, or a trust deed shall be granted by them for or on behalf of their creditors or any similar event occurs under the law of any other jurisdiction; or
     3. the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.
  2. Steps To Work may at any time by notice in writing terminate the Contract forthwith if the Contractor is in Default of any obligation under the Contract and:
     1. the Default is capable of remedy and the Contractor shall have failed to remedy the Default with fourteen (14) days of written notice to the Contractor specifying the Default and requiring its remedy; or
     2. the Default is not capable of remedy or is not deemed reasonable by the Steps To Work, which includes additional circumstances arising as with conflicts of interest.
  3. Steps To Work retains the right to terminate if there is a continuing event of force majeure as defined in Clause 15.1.
  4. Termination in accordance with this Clause 17 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to either party.
  5. Steps To Work will only be permitted to exercise its rights pursuant to Clause 17.1.1 for six (6) months after each such change of control and shall not be permitted to

exercise such rights where Steps To Work has agreed in advance in writing to the particular change of control and such change of control takes place as proposed. The Contractor shall notify the Authority within fourteen (14) days of any change of control taking place.

* 1. Steps To Work or Contractor may terminate the Contract by a minimum of *six (6)* months notice to with the exception of circumstances identified in Clause 16.

## Law and Jurisdiction

* 1. This contract shall be governed by the law of England. All disputes or differences arising under or in connection with it shall be submitted to the exclusive jurisdiction of the High Court.

|  |  |  |
| --- | --- | --- |
| **COMPANY NAME:** | Steps To Work | **TEL NO:** 01922 627555 |
| **ADDRESS:** | Floor 6 Townend House  Park Street  Walsall  WS1 1NS |  |
|  |  |  |
| **NAME:** |  | |
| **TITLE:** |  | |
| **SIGNATURE:** |  | |
| **DATE:** |  | |

## COMPANY NAME: TEL NO:

**ADDRESS:**

## NAME:

**TITLE: SIGNATURE: DATE:**