



Supply of [type of service to be provided] services
agreement

between

Action for Children

-and-

[Name of Supplier]

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THIS AGREEMENT is made the [insert date] day of [insert month and year]

PARTIES

- (1) [Name of Supplier] a company incorporated in England and Wales under number [number] whose registered office is at [address] (**Supplier**); and
- (2) Action For Children a charity incorporated in England and Wales under company number 04764232 and charity number 1097940/SC038092 whose registered office is at 3 The Boulevard, Ascot Road, Watford, Hertfordshire, WD18 8AG (**Customer**); and

(each of the Supplier and the Customer being a **Party** and together the Supplier and the Customer are the **Parties**)

RECITALS:

- A The Parties wish to enter this Agreement to set out the terms and conditions that will apply in respect of the [type of service to be provided] services to be provided by the Supplier to the Customer.

THE PARTIES AGREE:

1 Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise provided:

Affiliate	means any entity that directly or indirectly Controls, is Controlled by or is under common Control with, another entity;
Business Day	means a day, other than a Saturday, Sunday or public holiday, on which clearing banks are open for non-automated commercial business in the City of London;
Commencement Date	means the date specified in the Schedule;
Confidential Information	means all non-public information (whether in oral, written or electronic form) given by the Customer to the Supplier or otherwise obtained by the Supplier relating to the Customer's business, finance or technology, know-how, intellectual property (including Intellectual Property Rights), assets, strategy, products and service users, suppliers and partners including information relating to management, financial, marketing, technical and other arrangements or operations of any Affiliate, person, firm, or organisation associated with that Party;
Control	has the meaning given in the Corporation Tax Act 2010, s 1124 and Controls and Controlled shall be interpreted accordingly;
Customer Materials	means all data and documents (and the media on which they are recorded), equipment and materials supplied by the Customer to the Supplier;
DPA	the Data Protection Act 2018 and the General Data Protection Regulation and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant

government department in relation to such legislation.

“Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing” in this agreement shall all have the meaning prescribed under the DPA.

Services	means all Services, including any products or materials produced or provided by the Supplier or its agents in relation to the Services and supplied to the Customer, as set out in the Schedule;
Force Majeure Event	means an event or sequence of events beyond a Party's reasonable control preventing or delaying it from performing its obligations under this Agreement;
Intellectual Property Rights	means copyright, patents, rights in inventions, rights in confidential information, Know-how, trade secrets, trademarks, service marks, trade names, design rights, rights in get-up, database rights, rights in data, semi-conductor chip topography rights, mask works, utility models, domain names, rights in computer software and all similar rights of whatever nature and, in each case: (i) whether registered or not, (ii) including any applications to protect or register such rights, (iii) including all renewals and extensions of such rights or applications, (iv) whether vested, contingent or future and (v) wherever existing;
Know-how	means inventions, discoveries, improvements, processes, formulae, techniques, specifications, technical information, methods, tests, reports, component lists, manuals, instructions, drawings and information relating to customers and suppliers (whether written or in any other form and whether confidential or not);
Order	means the Customer's order, on the terms of this Agreement, for the Services set out in the Schedule;
Services	means the services set out in the Schedule, to be supplied by the Supplier to the Customer;
Specification	means, in relation to the Services, the [type of service to be provided] specification and service level specification set out in the Schedule, and any further specification provided by the Customer;
Supply Locations	means the locations specified in the Schedule;

1.2 Unless the context otherwise requires:

- 1.2.1 each gender includes the others and the singular includes the plural and vice versa;
- 1.2.2 references to clauses, Schedules or Appendices are to clauses, schedules or appendices of this Agreement;
- 1.2.3 references to this Agreement include its Schedule and Appendices;
- 1.2.4 'including' means including without limitation.

- 1.2.5 references to persons include individuals, unincorporated bodies, government entities, companies and corporations;
- 1.2.6 clause headings do not affect their interpretation;
- 1.2.7 a reference to a statute or a statutory provision is a reference to it as amended, extended, re-enacted or consolidated from time to time;
- 1.2.8 a document is in agreed terms if initialled or signed by the Parties and annexed to this Agreement;
- 1.2.9 all times, dates and periods in this Agreement will be calculated by reference to the Gregorian calendar;
- 1.2.10 'in writing' means communication by letter or fax or email and written shall be interpreted accordingly;
- 1.2.11 references to books, records or other information include paper, electronically or magnetically stored data, film, microfilm, and information in any other form; and
- 1.2.12 reference to any English action, remedy, method of judicial proceeding, court, legal document, legal concept, legal status, legal doctrine or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English equivalent.

2 Terms

- 2.1 If the Customer wishes to purchase Services which are the subject of a quotation, it will need to place an Order.
- 2.2 In order to place an Order, the Authorised Person of the Customer will send a request in writing to the Supplier.
- 2.3 An Order will be deemed to be an acceptance to purchase Services on the terms of this Agreement.
- 2.4 Marketing and other descriptive matter relating to the Services are illustrative only, and do not form part of this Agreement. The Customer agrees that, in placing an Order, it has not relied on any representation or statement by the Supplier not set out in this Agreement.
- 2.5 This Agreement alone will apply to the supply of the Services by the Supplier to the Customer. All other terms, including any:
 - 2.5.1 which the Supplier seeks to incorporate; or
 - 2.5.2 implied by course of dealing or by custom or practice;will not apply.
- 2.6 If there is a conflict between the terms of this agreement and the terms of the Schedule(s) to this agreement, the terms of this agreement will prevail.

3 Price

- 3.1 The price for the Services is set out in the Schedule.

4 Payment

- 4.1 Where the Supplier submits an invoice to the Customer, that invoice must include the following information:
- 4.1.1 Supplier's company address
 - 4.1.2 Contract reference number
 - 4.1.3 Action for Children purchase order number
 - 4.1.4 Invoice number
 - 4.1.5 Invoice Date
 - 4.1.6 Description of the works completed
 - 4.1.7 Invoice total
 - 4.1.8 Prompt payment discount figure (if applicable)
 - 4.1.9 VAT Registration Number
 - 4.1.10 VAT Breakdown (if applicable)
 - 4.1.11 VAT Total (if applicable)
- 4.2 The Customer shall pay the Supplier any sums due in UK pounds sterling under such an invoice by Banks Automated Clearing Service (BACS) no later than a period of 30 days from the date on which the Customer has determined that the invoice is valid and undisputed.
- 4.3 Where the Customer pays the Supplier sums due under such an invoice before 30 days from the date of the invoice has expired, the total invoice value will be reduced by 5%.
- 4.4 The Customer will have no liability to pay any sums in respect of any invoices that are not submitted in the agreed format or without correct supporting information detailed in this agreement
- 4.5 The Supplier must send all invoices and statements to the Action for Children Accounts Department at the following address:
- 4.5.1 In the case of paper invoices: Accounts Department, Action for Children, 3 The Boulevard, Ascot Road, Watford WD18 8AG
 - 4.5.2 In the case of electronic invoices: payments@actionforchildren.org.uk

5 Taxes and duties

- 5.1 All amounts due under this Agreement are inclusive of VAT.

6 Provision of the Services

- 6.1 The Supplier will provide the Services to the Customer in accordance with this Agreement, in particular the Specification.

- 6.2 The Services began on the Commencement Date and will continue to be performed until [date] (the 'End Date'), save where there is any lawful earlier termination of this Agreement. For the avoidance of doubt, there will be no rolling or continuing contract between the parties after the End Date.
- 6.3 Whilst the Supplier will use best endeavours to meet any milestone dates set out in the Schedule, such dates are binding, and time of performance is of the essence.

7 Supplier's obligations

- 7.1 The Supplier will (and shall ensure that all of its staff and agents and subcontractors will):
- 7.1.1 perform the Services: (i) using the highest degree of care and skill; and (ii) in accordance with best practice for services of that type;
 - 7.1.2 use sufficient personnel who have appropriate skills and experience for their duties, including but not limited to being trained to appropriate [insert name of appropriate regulator or other organisation];
 - 7.1.3 ensure that, where relevant, only personnel who have obtained Enhanced DBS Checks will provide the Services in the Supply Locations;
 - 7.1.4 co-operate with the Customer and comply with the Customer's reasonable instructions;
 - 7.1.5 provide and use sufficient and appropriate equipment and materials required to provide the Services;
 - 7.1.6 ensure that the Services comply with the Specification;
 - 7.1.7 ensure that the Services are fit for any purpose set out in the Schedule and are of reasonable quality;
 - 7.1.8 obtain and maintain all licences, permits and other consents required for its performance of the Services;
 - 7.1.9 comply with all applicable laws and regulations;
 - 7.1.10 observe all rules and regulations relevant to the Services and in force at the Supply Locations and other Customer sites; and
 - 7.1.11 observe all of the Customer's policies and procedures relevant to the Services and in force at the Supply Locations and other Customer sites, including but not limited to the Customer's environmental and health and safety policies
 - 7.1.12 comply with all applicable laws, statutes, regulations and codes in force including the Modern Slavery Act 2015;
 - 7.1.13 implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;
 - 7.1.14 notify the Customer as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this contract

- 7.1.15 prepare and deliver to the Customer within 30 days of its publication, its annual slavery and human trafficking statement setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business
- 7.1.16 comply with any notification requirements to register with the Information Commissioner's Office under the DPA and duly observe all their obligations under the DPA which arise in connection with this agreement; and
- 7.1.17 hold all Customer Materials safely and return them in good condition on completion of the Services or earlier termination hereof (fair wear and tear excepted). Customer Materials remain the property of the Customer only.

8 Customer's obligations

- 8.1 The Customer will pay the price for the Services in accordance with this Agreement.
- 8.2 The Customer will:
 - 8.2.1 afford the Supplier access to the Supply Locations;
 - 8.2.2 afford the Supplier access to any Authorised Person; and
 - 8.2.3 provide the Supplier such facilities, information and assistance (ensuring that information is complete and accurate);in each case as reasonably required to allow the Supplier to perform the Services.
- 8.3 The Customer will also:
 - 8.3.1 co-operate fully with the Supplier and follow the Supplier's reasonable instructions in relation to the performance of the Services;
 - 8.3.2 obtain and maintain all necessary licences and consents for the performance of the Services;
 - 8.3.3 keep all documents, equipment, materials and other Supplier property (**Supplier Materials**) at the Supply Locations or other Customer premises safely and in the same condition as they were in when supplied (fair wear and tear excepted).

9 Warranty

- 9.1 The Supplier warrants that:
 - 9.1.1 for the duration of this Agreement, the Services will comply with the Specification;
 - 9.1.2 at the time of delivery to the Customer any products supplied will be free from defects in material and workmanship and of satisfactory quality within the meaning of the Sale of Goods Act 1979;
 - 9.1.3 it has clear title to the Services and the right to transfer them to the Customer
 - 9.1.4 at the date of this contract neither the Supplier nor any of its officers, employees or other persons associated with it:
 - (a) has been convicted of any offence involving slavery and human trafficking; and

- (b) having made reasonable enquiries, to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and

9.1.5 the Services will be fit for any purpose set out in the Schedule

9.2 Where the Services fail to comply with clause 9.1, the Supplier will, at its option, re-perform them to comply with this Agreement.

9.3 The terms of this Agreement will apply to any re-performed Services.

10 Failure of or delay in performance

10.1 If the Supplier meets three red KPI criteria in the Service Level Agreement set out in the Schedule within the period of one calendar month or less, the Customer may (without prejudice to its other rights):

10.1.1 terminate the Agreement with immediate effect on written notice to the Supplier;

10.1.2 recover from the Supplier reasonable costs of obtaining replacement services from a third party;

10.1.3 refuse to accept any purported performance of the Services thereafter; and

10.1.4 compel the Supplier to refund sums paid in advance for Services not provided in accordance with this Agreement.

11 Exclusion and limitation of liability

11.1 Except as expressly stated in this Agreement, all warranties and conditions whether express or implied by statute, common law or otherwise are hereby excluded to the extent permitted by law.

11.2 The Supplier does not limit its liability for:

11.2.1 death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable);

11.2.2 fraud or fraudulent misrepresentation by it or its employees;

11.2.3 damage caused wholly or partly by a defect in any product supplied under this Agreement, under Part 1 of the Consumer Protection Act 1987;

11.2.4 breach of any of the safety regulations made under section 11 of the Consumer Protection Act 1987; or

11.2.5 breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.

11.3 The Supplier shall indemnify and keep indemnified and hold harmless Customer from and against any losses, damages, liability, costs (including legal fees) and expenses incurred by Customer as a result of or in connection with the Services provided (or not provided) by the Supplier. The Customer may, amongst other things, recover as a direct loss:

- 11.3.1 any additional operational and/or administrative costs and expenses arising from the Supplier's default;
 - 11.3.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's default; and
 - 11.3.3 the additional cost of procuring replacement Services; and
 - 11.3.4 any anticipated savings.
- 11.4 The Customer shall not be liable for any consequential, indirect or special losses and in any event the Customer's liability shall not exceed the value of the Price paid for the Services pursuant to this Agreement.

12 Intellectual property

- 12.1 The Supplier hereby assigns to the Customer all Intellectual Property Rights in the Services and other results of the Services. Such assignment is with full title guarantee and free from third party rights. The Supplier will obtain waivers of moral rights and similar rights in the results of the Services to which any third party may be entitled in any jurisdiction.
- 12.2 The Supplier will, promptly at the Customer's request, do or procure to be done all such further acts and things and the execution of all such other documents as the Customer may require to secure to itself the benefit of the assignment under clause 12.1.
- 12.3 The Supplier will defend or, at its option, settle any action brought against the Customer arising from any claim that the receipt by the Customer of the Services or use by it of the results of the Services, in both cases in accordance with this Agreement, infringes any third party intellectual property right, and indemnify the Customer against all costs and expenses incurred by the Customer in connection with such claim.
- 12.4 The Supplier's obligations under clause 12.3 will not apply to Services received, or where their results are modified or used, by the Customer other than in accordance with this Agreement. The Customer will indemnify the Supplier against all reasonable costs and expenses incurred by the Supplier in connection with any claim arising from such receipt, modification or use.

13 Force Majeure

- 13.1 A Party will not be liable if delayed in or prevented from performing its obligations under this Agreement due to a Force Majeure Event, provided that it:
- 13.1.1 promptly notifies the other of the Force Majeure Event and its expected duration, and
 - 13.1.2 uses reasonable endeavours to minimise the effects of that event.
- 13.2 If, due to a Force Majeure Event, the Supplier:
- 13.2.1 is or is likely to be unable to perform a material obligation, or
 - 13.2.2 is or is likely to be delayed in or prevented from performing its obligations for a continuous period of 7 Business Days
- the Customer may within 7 Business Days terminate this Agreement on notice.

14 Confidential Information

14.1 The Supplier undertakes that it shall keep any Confidential Information confidential and that it shall not use or disclose the Customer's Confidential Information to any person, except as permitted by clause 14.2.

14.2 The Supplier may:

14.2.1 disclose any Confidential Information to any of its employees, officers, representatives or advisers (**Representatives**) who need to know the relevant Confidential Information for the purposes of the performance of any obligations under this Agreement, provided that the Supplier must ensure that each of its Representatives to whom Confidential Information is disclosed is aware of its confidential nature and agrees to comply with this clause 2 as if it were the Supplier;

14.2.2 disclose any Confidential Information as may be required by law, any court, any governmental, regulatory or supervisory authority (including, without limitation, any securities exchange) or any other authority of competent jurisdiction to be disclosed; and

14.2.3 use Confidential Information only to perform any obligations under this Agreement.

14.3 Confidential Information may not be copied.

14.4 This clause 14 will bind the parties during the term of this Agreement and for a period of 1 year following termination of this Agreement.

15 Termination

15.1 This Agreement may be terminated by the Customer giving the Supplier one month's notice in writing.

15.2 The Customer may without prejudice to its other rights and remedies by notice in writing to the Supplier immediately terminate this Agreement if:

15.2.1 the Customer ceases to carry out its business at one or more of the Supply Locations; or

15.2.2 the Supplier is in material or persistent breach of any of its obligations under this Agreement and if that breach is capable of remedy and the Supplier has failed to remedy that breach within 7 Business Days after receiving written notice requiring it to remedy that breach; or

15.2.3 the Supplier is unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986) or becomes insolvent or an order is made or a resolution passed for the administration, winding-up or dissolution of the Supplier (otherwise than for the purposes of a solvent amalgamation or reconstruction) or an administrative or other receiver, manager, liquidator, administrator, trustee or similar officer is appointed over all or any substantial part of the assets of the Supplier or the Supplier enters into or proposes any composition or arrangement with its creditors generally or any analogous event occurs in any applicable jurisdiction.

15.3 The Customer may without prejudice to its other rights and remedies by notice in writing to the Supplier immediately terminate this Agreement:

- 15.3.1 if the Supplier ceases or threatens to cease carrying on business in the United Kingdom; or
- 15.3.2 if the Supplier or any of its Associates undergo a change of Control that is in the first Party's reasonable opinion likely to have an adverse effect on it or the provision of the Services.
- 15.4 In the event of termination of this Agreement for any reason, the Supplier shall:
 - 15.4.1 within 7 Business Days of such termination return (or, at the Customer's option, destroy) all Confidential Information in its possession or under its control and all copies of such information; and
 - 15.4.2 perform their respective obligations with respect to exit management as set out in this Agreement.
- 15.5 Termination of this Agreement for whatever reason shall not operate to affect any provisions that expressly or by implication survive termination.

16 Approvals and Authority

- 16.1 Any reference in this Agreement to the Customer's 'Written Approval' shall mean written approval by employees of the Customer authorised to approve the Supplier's work and/or expenditure and whose names are set out below:

'Authorised Person'

Name [name] **Title** [job title, e.g. 'Operational Director']

Name [insert details of other nominated individuals who will be authorised to place orders for services or products on behalf of AFC in this contract] **Title** [.....]

17 Insurance

- 17.1 Without prejudice to its obligations under this Agreement, the Supplier shall effect and maintain with reputable insurers such policy or policies of insurance as may be necessary to cover the Supplier's obligations and liabilities under this Agreement, including but not limited to:
 - 17.1.1 Professional Indemnity Insurance with a limit of not less than £1 million per annum.
- 17.2 Upon the Customer's reasonable request, the Supplier shall provide the Customer with all such documentation as is necessary to prove the Supplier's continuing compliance with its obligations to insure under this sub-clause.

18 General

18.1 Compliance with law

Each Party shall comply and shall (at its own expense unless expressly agreed otherwise) ensure that in the performance of its duties under this Agreement, its employees, agents and representatives will comply with all applicable laws and regulations, provided that neither Party shall be liable for any breach to the extent that such breach is directly caused or contributed to by any act or default of the other Party or its employees, agents and representatives.

18.2 No partnership or agency

The Parties are independent businesses and are not partners, principal and agent or employer and employee and this Agreement does not establish any joint venture, trust, fiduciary or other relationship between them, other than the contractual relationship expressly provided for in it. None of the Parties shall have, or will represent that it has, any authority to make any commitments on the other Party's behalf.

18.3 Survival

Any clauses in this Agreement that are expressly stated, or by implication intended, to apply after expiry or termination of this Agreement shall continue in full force and effect after such expiry or termination.

18.4 Variation

18.4.1 No variation of this Agreement shall be valid or effective unless it is in writing, refers to this Agreement and duly signed or executed (as the case may be) by, or on behalf of, each Party and, in the Customer's case, with their written approval.

18.4.2 The Customer may add or remove any Supply Location from the Schedule, provided it has given 7 days' notice in writing to the Supplier.

18.5 Severance

18.5.1 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable, the legality, validity and enforceability of any other provision of this Agreement shall not be affected.

18.5.2 If any provision of this Agreement (or part of any provision) is or becomes illegal, invalid or unenforceable but would be legal, valid and enforceable if some part of it was deleted or modified, the provision or part-provision in question shall apply with such deletions or modifications as may be necessary to make the provision legal, valid and enforceable. In the event of such deletion, the Parties shall negotiate in good faith in order to agree the terms of a mutually acceptable alternative provision in place of the provision so deleted.

18.6 Waiver

18.6.1 No failure, delay or omission by either Party in exercising any right, power or remedy provided by law or under this Agreement shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right, power or remedy.

18.6.2 No single or partial exercise of any right, power or remedy provided by law or under this Agreement shall prevent any future exercise of it or the exercise of any other right, power or remedy.

18.6.3 A waiver of any term, provision, condition or breach of this Agreement shall only be effective if given in writing and signed by the waiving Party, and then only in the instance and for the purpose for which it is given.

18.7 Notices

18.7.1 Any notice given by a Party under this Agreement shall:

- (a) be in writing and in English;
- (b) be signed by, or on behalf of, the Party giving it; and
- (c) be sent to the relevant Party at the address set out in the parties clause on page 3 of this Agreement.

18.7.2 Notices may be given, and are deemed received:

- (a) by hand: on delivery;
- (b) by pre-paid first-class post: at 9.00 am on the Business Day after posting.

18.7.3 All references to time are to the local time at the place of deemed receipt.

18.7.4 This clause does not apply to notice given in legal proceedings, arbitration or other dispute resolution proceedings.

18.8 Further assurance

18.8.1 The Supplier shall, at its own cost and expense, perform all acts, and sign, execute and deliver all deeds and documents, as may be required for the purpose of giving full effect to this Agreement and shall procure that necessary third parties shall also do so.

18.9 Assignment and subcontracting

18.9.1 The Customer may sub-contract in any manner any or all of its obligations under this Agreement and at any time assign, transfer, mortgage, charge, declare a trust of or deal in any other manner with any or all of its rights under this Agreement.

18.9.2 The Supplier may sub-contract its obligations under this Agreement, provided that it obtains prior written consent of the Customer of such sub-contract, including the name of the proposed sub-contractor. Where the Supplier enters into a Subcontract, the Supplier shall include in that Subcontract provisions having the same effect as this Agreement.

18.9.3 Each Party confirms it is acting on its own behalf and not for the benefit of any other person.

18.9.4 A provision requiring the counterparty to that Subcontract to include in any Subcontract which it awards provisions will have the same effect as this Agreement.

18.10 Non-solicitation

18.10.1 Without the Customer's prior written consent, the Supplier will not, during or for six months from expiry or termination of this Agreement, directly or indirectly:

- (a) approach, employ or solicit, or
- (b) enter into an agreement for the provision of services, on a self-employed basis, with,
any person who has, during the previous 12 months, been an employee of or supplier of services to the Customer and engaged in this Agreement, or

(c) approach or solicit any customer or supplier of the Customer with whom it came in contact in the previous 12 months as a result of this Agreement.

18.10.2 If the Supplier breaches this clause, it will pay to the Customer a referral fee equal to 12 months' gross payment offered or contracted under the new contract between such Party and the person, customer or supplier concerned. The Supplier acknowledges that this represents a genuine pre-estimate of the loss likely to be suffered through breach of this clause.

18.11 The parties consider that the Transfer of Undertakings (Protection of Employment) Regulations 2006 will not apply to this contract. In the event that it is determined that TUPE does so apply, the Supplier shall indemnify the Customer indemnify, and keep the Customer indemnified, from and against all and any losses which the Customer may suffer, sustain, incur, pay or be put to by reason of or in connection with any claim or allegation in relation to the employment or engagement or termination of employment or engagement of any individual or any change to their employment or engagement, including but not limited to on termination of this contract.

18.12 If some or all of the above clauses in this agreement are held by a court or tribunal of competent jurisdiction to be void or unenforceable, but would be valid and enforceable if certain words were deleted or the length of the period reduced, such provisions will apply with such modification as required to make them valid and enforceable.

18.13 Costs

18.13.1 The Supplier shall pay its own costs and expenses incurred in connection with the negotiation, preparation, signature and performance of this Agreement.

18.14 Counterparts

18.14.1 This Agreement may be signed in any number of separate counterparts, each of which when signed and dated shall be an original, and such counterparts taken together shall constitute one and the same agreement.

18.15 Rights of third parties

18.15.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of the provisions of this Agreement.

18.16 Entire Agreement

18.16.1 This Agreement and the documents referred to in it constitute the entire agreement between the parties and supersede any previous agreement between the parties.

18.17 Jurisdiction

18.17.1 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of, or in connection with, this agreement, its subject matter or formation.

Signed by [insert name] for and on behalf of the Customer	Signed by [insert name] for and on behalf of the Supplier
.....
[job title¹]	[job title]

¹ For details of who is authorised to sign in accordance with the AFC Scheme of Delegation please see <https://actnforchildren.sharepoint.com/sites/NewLoop/Documents/Teams/Governance/FOR%20APPROVAL%20-%20Scheme%20of%20Delegation%20formatted%20110217%20Clean.pdf>

SCHEDULE

A. [type of service to be provided] specification:

The Supplier is to provide Services in accordance with the following specification.

1. **Specification of Standard [type of service to be provided] services:**

[Insert details]

2. **Costs of Standard [type of service to be provided] services:**

[Insert details]

3. **Specification of Optional Additional [type of service to be provided] services:**

[Insert details]

4. **Costs of Additional [type of service to be provided] services:**

[Insert details]

5. **Costs of Additional Products:**

[Insert details]

B. Commencement Date:

[Insert date]

C. Supply Locations:

Name of Children's Centre	Address
1. [insert name]	[insert address details]

D. Service Level Agreement:

[Insert details]