

This document will form part of the final contract agreement.

Dated 2018

(1) **THE ACC LIVERPOOL GROUP LIMITED**

(2)

SECTION II

GENERAL TERMS AND CONDITIONS OF CONTRACT

MERCHANDISING SERVICES

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1. VARIATION

These Terms and Conditions may only be varied with the prior written agreement of **The ACC Liverpool Group Limited** (Company No: 05204033) ("Employer").

2. DEFINITIONS

In these Terms and Conditions of Contract the following definitions shall apply:

Accommodation and Welfare Facilities	as detailed in Section III – Contract Service Requirements, 9.2 Accommodation and Welfare Facilities
Bribery Act	the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation
Competent Person	means someone who is able to recognize hazards associated with a particular task, and has the ability to mitigate those hazards
Completion Date	means the date of completion of the Services by the Contractor as indicated in each Purchase Order;
Contract	shall have the meaning given to it in Section I – Form of Agreement, Clause 1
Contract End Date	31 December 2019
Contract Extension	the Employer's option to extend the Contract period
Contract Period	means the period of time starting on the Contract Start Date and ending on the Contract End Date or the Completion Date of the final Purchase Order, whichever is the later
Contract Price	Shall have the meaning given to it in Section I – Form of Agreement, Clause 2

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Contract Service Requirements	the service requirements referred to as such in this Contract, as completed by the Parties set out in Section III – Contract Service Requirements
Contract Start Date	1 January 2018
Contractor	means the person, firm or company to whom the Contract is issued
Contractor’s Operational Representative	or such other person as the Contractor may appoint or instruct and who shall be authorised to act on behalf of the Contractor with respect to the Contractor’s operational obligations and responsibilities under this Contract
Contractor’s staff	means all permanent employees, temporary employees, other staff, agents, consultants, sub-contractors or any other person employed or engaged by the Contractor in delivery of the Services
Contractor’s Strategic Representative	or such other person as the Contractor may appoint or instruct and who shall be authorised to act on behalf of the Contractor with respect to the Contractor’s strategic obligations and responsibilities under this Contract, specifically Clauses 6, 12, 27, 33 and 36 and as detailed in Section III - Contract Service Requirements, 5.3 Contractor’s Staff
Control	<p>in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:</p> <p>by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or</p> <p>by virtue of any powers conferred by the constitutional or corporate documents, or any other</p>

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document, regulating that or any other body corporate,

and a Change of Control occurs if a person who controls anybody corporate ceases to do so or if another person acquires control of it

Convictions

means, other than in relation to minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding-over orders (including any spent convictions as contemplated by Section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (SI 1975/1023) and the Rehabilitation of Offenders Act 1974 (Exceptions) (Amendment) Order (SI 2001/1192) or any replacement or amendment to those Orders

Data Protection

means

Legislation

(a) the Data Protection Act 1998;
(b) the EU Data Protection Directive 95/46/EC;
(c) the Regulation of Investigatory Powers Act 2000;
(d) the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699);
(e) the EU Electronic Communications Data Protection and Privacy Directive 2002/58/EC;
(f) the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2003/2426) and all other applicable laws and regulations relating to processing of Personal Data and privacy in effect in any relevant territory from time to time, including (where applicable) the guidance and codes of practice issued by the Information Commissioner and any EU regulations / directives (or national implementation of the same) which were not in existence or in force at the time this Contract was executed. For the avoidance of doubt, from 25 May

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2018 onwards this definition shall include Regulation (EU) 2016/679 (the "General Data Protection Regulation" or "GDPR") and the Privacy and Electronic Communications (EC Directive) Regulations to the extent that the same are in force in the UK, including any law based on or enacting essentially equivalent provisions in the United Kingdom to the GDPR and any applicable guidance or codes of practice issued by the European Data Protection Board or Information Commissioner from time to time (all as amended, updated or re-enacted from time to time);

Disclosure and Barring Service (DBS)

is a Non-Departmental Public Body (NDPB) sponsored by the Home Office. The DBS was established under the Protection of Freedoms Act 2012 and carries out the functions previously undertaken by the Criminal Records Bureau (CRB) and Independent Safeguarding Authority (ISA) to help employers make safer recruitment decisions and prevent unsuitable people from working with vulnerable groups including children

eGuide

means the Association of Event Venues (AEV) eGuide Common Regulative Policy for Major UK Exhibition Venues'

Effective Transfer Date

means, in respect of any Transferring Contractor Employee, the date on which the Transfer Event relevant to that Transferring Contractor Employee occurs

Employer

the person named as Employer at the beginning of Section I – Form of Agreement and such persons successors in title

Employer's Operational Representative

or such other person as the Employer may appoint or instruct and who shall be authorised to act on behalf of the Employer with respect to the

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	Employer's operational obligations and responsibilities under this Contract
Employer's Strategic Representative	or such other person as the Employer may appoint or instruct and who shall be authorised to act on behalf of the Employer with respect to the Employer's strategic obligations and responsibilities under this Contract, specifically Clauses 6, 12, 27, 33 and 36 and as detailed in Section III - Contract Service Requirements, 5.3 Contractor's Staff
Force Majeure Event	means any circumstances beyond the reasonable control of a party liable to perform including: (a) any act of war, civil disturbance, riot or unrest or terrorism: and (b) malicious damage, fire or explosion (save where attributable to the breach or negligence of the Contractor)
Fixtures Fittings & Equipment (FF&E)	as detailed in Section III – Contract Service Requirements, 10.1 Fixtures, Fittings & Equipment (FF&E)
Good Industry Practice	means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
Initial Term	as detailed in Clause 4.1
Key Performance Indicators	as detailed in Section III – Contract Service Requirements, 8. Key Performance Indicators
Key Staff	as detailed in Section III – Contract Service Requirements, 5. 3 Contractor's Staff

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Late Payment Act	means the Late Payment of Commercial Debts (Interest) Act 1998
Losses	means damages, losses, liabilities, claims, actions, costs (on a full indemnity basis) and expenses (including the cost of legal and other professional services (legal costs being on an agent/client paying basis) and out of pocket disbursements properly incurred), proceedings, demands and charges whether arising under statute, contract or at common law or otherwise and including any tax thereon, in each case of whatever nature
Method Statement	means specific instructions on how to safely perform a work related task or operate a piece of plant or equipment in the form of methods documented/written by the Contractor and agreed by the Employer for the delivery of the Services
Mobilisation Period	means the period of time between the award of the Contract and the commencement of the Services on Site no later than the Contract Start Date or as instructed by the Employer
Personal Data	means Personal Data (as defined in the Data Protection Legislation) which is supplied to the Contractor by the Employer
Personal Protective Equipment (PPE)	Means specialised clothing or equipment, which meets British and/or EU standards as relevant, worn by the Contractor's staff for protection against health and safety hazards
Policy	means a principle to guide decisions and achieve rational outcomes in the form of corporate or operational requirements
Prohibited Act	means committing any offence: under the Prevention of Corruption Acts 1889-1916

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or the Bribery Act 2010;

under any Law creating offences in respect of fraudulent acts; or

at common law, in respect of fraudulent acts in relation to this Contract or any other Contract with the Employer or any public body

Purchase Order

means the formal request from the Employer to the Contractor to supply Services and agree the provision of the Services in the form of a Purchase Order or such other form as shall be used by the Employer specifying that it is a Purchase Order and shall be governed by the terms and conditions of the Contract unless specified otherwise

Relevant Contractor Employee(s)

means those Contractor Employee(s) or employee(s) of any of its sub-contractors, any agency workers or other individuals who are wholly or substantially engaged in the provision of the Services or the relevant part of the Services on the Effective Transfer Date and the expression Relevant Contractor Employee shall be construed accordingly;

Risk Assessment

an appraisal of what, in provision of the Services, could be harmful to people and property to ensure appropriate precautionary measures have been identified, recorded and undertaken

Schedule of Prices

See Section III – Contract Service Requirements, 12. Schedule of Prices

Service Delivery Plan

means the Contractor's plan setting out how he will implement, carry out and manage the Contract

Services

means the Services to be provided which are specified in the Contract at Section III – Contract Service Requirements and each individual Purchase Order and shall include any materials, articles and/or

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goods necessary to provide the Services

Site means The ACC Liverpool Group Limited (comprising of BT Convention Centre, Echo Arena and Exhibition Centre Liverpool), Kings Dock, Liverpool Waterfront Liverpool, L3 4FP, and which for the purpose of this contract shall also include such other surrounding areas as specified by the Employer in the Purchase Order

Standard Operating Procedure (SOP) means a written instruction to achieve uniformity of the performance of a specific function by detailing the steps and activities of a process or procedure in the form of a documented set of SOPs issued by the Employer governing the Contractor's operations on Site to prevent the Contractor from hindering the business operations of the Employer

Successor Service Provider means any person appointed (or to be appointed) by the Employer to provide the Services or any part of the Services (or any services which supersede or replace the Services) in succession to the Contractor

Termination Date the date on which the Contract is terminated pursuant to Clause 30

Transfer Event Transfer Event means the migration of the Services (or any part of the Services) from the Contractor and/or any of its sub-contractors to the Employer or any Successor Service Provider on the termination or expiry of this Contract;

Transfer Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006

Transferring Contractor Employee means a Relevant Contractor Employee whose contract of employment is transferred pursuant to the Transfer Regulations to the Employer or any Successor Service Provider on the occurrence of a

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Transfer Event

Working Day

means any day on which clearing banks in the city of London are (or would be but for strike, lock out or other stoppage affecting such banks generally) open during banking hours and "working days" shall be construed accordingly. For the avoidance of doubt any reference herein to "days" shall mean calendar days

3. INTERPRETATION

- 3.1 Any reference in the Contract to a statute or statutory provision is a reference to it as extended, modified, amended, replaced or re-enacted from time to time (whether before or after the date of the Contract) and shall include all subordinate legislation made from time to time under that statute or statutory provision. For the avoidance of doubt, this shall include any specific or general domestic legislation enacted or otherwise introduced in order to establish EU law within England and Wales as part of Great Britain's exit from membership of the European Union.
- 3.2 All Services carried out under any Purchase Order to which this Contract applies shall be purchased subject to the terms of this Contract. Any term or condition in the Contractor's order acknowledgement or as otherwise put forward by the Contractor (whether orally or in writing) shall be of no effect.
- 3.3 All headings and titles used in this Contract are for convenience only. They are not to be used in the interpretation or construction of this Contract.
- 3.4 Where the context so requires words importing the singular only also include the plural and vice versa and words importing the masculine shall be construed as including the feminine or neuter or vice versa.
- 3.5 Any reference to "months" and "days" in this Contract shall mean calendar months and calendar days.
- 3.6 Where the context so admits, words denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner.

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3.7 The words in the Contract shall bear their natural meanings. The parties have had the opportunity to take legal advice on the Contract and no term shall, therefore, be construed contra proferentem.

3.8 Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question to be done and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.

4. CONTRACT TERM

4.1 This Contract shall take effect on the Contract Start Date and shall (unless terminated earlier in accordance with Clause 29) continue until the Contract End Date (the **"Initial Term"**). The Contract shall be capable of extension for two periods of twelve months at the option of the Employer.

4.2 The Employer shall give notice to the Contractor of not less than three months prior to expiry of the Initial Term whether or not the Employer wishes to extend the Contract on the same terms and conditions.

4.3 Should the Employer extend the Contract in accordance with 4.1, the Employer shall give notice to the Contractor of not less than three months prior to expiry of the extension period to extend the Contract for a further period under the same terms and conditions.

5. INSTRUCTION TO SUPPLY SERVICES

5.1 The Contractor will only provide the Services upon receipt of an issued Purchase Order. The Employer shall issue each Purchase Order in accordance with Section III - Contract Service Requirements, 11.3 Purchase Order Procedure. The Purchase Order may be sent by post, fax, email or other electronic method.

5.2 Services must **not** be supplied against a verbal order or verbal instruction. If, in the opinion of the Employer, exceptional circumstances dictate, the Contractor may act upon the verbal instruction of the Employer's Operational Representative, however the Contractor is then responsible for requesting the relevant Purchase Order within 24 hours of the Services being requested. Section III - Contract Service Requirements, 11.2 Administrative Procedures sets out those persons authorised to sign and accept the instructions contained in the Purchase Order, in particular those

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persons authorised to accept the instructions at short notice and in exceptional circumstances.

5.3 If the Services to be executed on the Site are different from or additional to those described in the Purchase Order and/or if during the course of providing the Services the Contractor discovers any reason that may render his further continuance with the Services abortive, the Contractor shall immediately contact the Employer's Operational Representative for further instructions before proceeding.

5.4 If the Purchase Order states an authorised value for the Services detailed in the Purchase Order, the Contractor shall have no authority to execute the Services in excess of the authorised value recorded on the Purchase Order. If the Contractor considers that the estimated value will be exceeded as a result of:-

5.4.1 The estimated value being inaccurate;

5.4.2 Variations or instructions;

5.4.3 Any other reason;

the Contractor shall give notice to the Employer's Operational Representative initially with a telephone call followed up with details in writing or in a format approved by the Employer before he carries out any Services in excess of the authorised value. The notice shall state a revised limit of authority and shall represent a revised estimate or the estimated increase to the Purchase Order price as the case may be. This revised limit of authority shall be deemed to have been rejected by the Employer's Operational Representative unless confirmed in writing within five (5) days of receipt. Where the revised limit is rejected, the maximum value of any payment shall remain as the authorised value for completion of the Services indicated on the Purchase Order.

5.5 The Employer may, at his sole discretion, accept a notice of increased limit of authority issued retrospectively or elect to waive the requirement for it altogether. Retrospective notices will only be accepted in extenuating circumstances and at the Employer's sole discretion.

6. VARIATION OF THE SERVICES

6.1 The Employer's Strategic Representative reserves the right to give written notice to the Contractor's Strategic Representative of modifications to the quality or quantity of the Services. Subject to Clause 6.3, any alteration to the Contract Price or the Completion Date arising from such modifications or any changes, omissions or

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additions to the scope of Services must be agreed between the parties in advance. Failing agreement, the matter shall be determined using the Dispute Resolution Procedure set out in Clause 27.

6.2 The Contractor's Strategic Representative must agree any changes, omissions or additions to the agreed Services with the Employer's Strategic Representative in writing in advance of carrying out any such amended Services.

6.3 The Contract Service Requirements relate, at the Contract Start Date, to Services to be provided at the Arena and Convention Centre Liverpool as defined as the Site in Clause 2. Definitions. The Contractor acknowledges and agrees that, when the new Exhibition Centre Liverpool is open, the Employer may (at its sole discretion) require the Contractor to extend the provision of the Services to Exhibition Centre Liverpool. Should the Employer notify the Contractor of its requirement for such an extension, all additional Services at the Exhibition Centre Liverpool shall be deemed (from the date notified by the Employer to the Contractor) to form part of the Services and the price paid by the Employer for the additional Services shall be revised to take the additional Services into account, providing that it is calculated on the same basis as for the Services to be provided at the Contract Start Date (including but not limited to any hourly rates or mechanisms used for determining the price of equipment).

7. INSPECTION OF THE SITE AND NATURE OF SERVICES

7.1 Where Services are to be carried out on Site, the Contractor shall have inspected the Site, where possible before tendering, and during the mobilisation period, and has an understanding of the precise nature and extent of the Services to be carried out and is satisfied with to all matters connected with the Services and Site.

8. CONTRACTOR'S STATUS

8.1 In carrying out the Services, the Contractor shall be acting as principal and not as the agent of the Employer. Accordingly:-

8.1.1 the Contractor shall not, and shall procure that its staff, do not say or do anything which might lead any other person to believe that the Contractor is acting as the agent of the Employer; and

8.1.2 nothing in this Contract shall impose any liability on the Employer in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Employer to the Contractor

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which may arise by virtue of either a breach of this Contract or any negligence on the part of the Employer or its staff.

9. CONTRACTOR'S STAFF

9.1 The Contractor shall provide staff with appropriate qualifications and experience to undertake the tasks identified in the Services. In particular, the Contractor shall:

9.1.1 ensure that all its staff have received training deemed appropriate by the Employer, for the execution of their duties under this Contract, including, where appropriate but not be limited to, health and safety, environmental, customer service training, fire training, including use of appropriate firefighting equipment and Site induction training including Site emergency procedures, the latter in accordance with the Employer's "Introduction to ACC Liverpool" presentation;

9.1.2 ensure that untrained staff is not permitted to perform the Services specified within this Contract. If requested by the Contractor, role specific training may be undertaken on Site at zero cost to the Employer, i.e. the Contractor will pay any costs incurred including but not limited to accommodation, payment of staff during training hours, trainers charges and any other costs associated with training. It shall be the Contractor's burden to provide evidence that its staff have been trained when requested by the Employer;

9.1.3 maintain a training matrix which shall show as a minimum the name of the member of staff, date of employment, the type and date of each training course attended. The Contractor shall present these records to the Employer on a quarterly basis and may be required to present a sample number of qualification/attendance certificates;

9.1.4 where requested by the Employer, be fully responsible for the provision of resources and, where necessary, the provision of supplementary plant, equipment and consumables to achieve the standards as detailed unless otherwise agreed by both Parties and amended in the individual Purchase Orders;

9.1.5 ensure that all grades of staff shall be able to clearly and understandably communicate (both verbally and in writing) in the English language as is necessary for them to perform their duties and

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- 9.1.6 hold regular briefings with all its staff as appropriate. These should include feedback on performance and introduction of new initiatives and practices.
- 9.2 All staff employed on Services relating to the Contract must have appropriate qualifications and competencies and be acceptable to the Employer in all respects. Where requested, full particulars of all staff to be used by the Contractor, shall be forwarded in advance to the Employer for confirmation of their acceptability.
- 9.3 With respect to any staff, not employed by the Contractor but deployed by them in relation to the Services or under the Contractor's instruction at the Employer's request, the Contractor shall ensure that he has checked and is satisfied that the staff so concerned are appropriately qualified and trained.
- 9.4 The Contractor shall provide a Contractor's Strategic Representative who will be the point of contact for the Employer's Strategic Representative who shall be authorised to act on behalf of the Contractor with respect to the Contractor's strategic obligations and responsibilities under this Contract, specifically Clauses 6, 12, 27, 33 and 36 and as detailed in Section III – Contract Service Requirements, 5.3 Contractor's Staff.
- 9.5 The Contractor shall provide a Contractor's Operational Representative who will be the sole point of contact for the Employer's Operational Representative as part of their Services as deemed necessary by the Employer, such staff shall have the appropriate qualifications and the Employer shall have the right to select such representative from a range of staff proposed by the Contractor. If requested by the Employer in Section III – Contract Service Requirements, 5.3 Contractor's Staff the Contractor's Operational Representative will be based on Site and will be provided with Accommodation and Welfare Facilities, if applicable, as detailed in Section III - Contract Service Requirements, 9.2 Accommodation and Welfare Facilities.
- 9.6 If requested by the Employer in Section III - Contract Service Requirements, 5.3 Contractor's Staff, the Contractor will provide a Contractor's Operational Representative on Site during all events requiring temporary services including the pre/post event period. The staff for this role should have the appropriate qualifications to undertake the Services.
- 9.7 All of the Contractor's staff will be expected to wear approved uniforms in accordance with Section III – Contract Service Requirements, 5.4 Uniform and Equipment. In accordance with Clause 23.4, the Contractor shall ensure that its staff do not wear the approved uniforms for any other purpose other than the provision of

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the Services. The Contractor's staff should not wear the approved uniforms off Site outside the period undertaken to deliver the Services. Correct and appropriate Personal Protective Equipment (PPE), as specified within the appropriate method statement and/or risk assessment, must be worn at all times.

- 9.8 The Employer shall supply the Contractor's staff with a radio handset/communication system as the Employer shall dictate, if deemed appropriate and safe for use in delivery of the Services, and shall charge the Contractor a returnable deposit of three hundred and fifty pounds (£350) per handset or such other deposit amount as the Employer shall request from time to time, with any losses or damage occurring whilst the handsets are in the Contractor's possession being deducted from the deposit. The Employer will provide for maintenance and replacement of batteries as appropriate.
- 9.9 The Contractor shall observe the Employer's security regulations, ensuring that all its staff wear an appropriate security pass at all times, and shall use its best endeavours to ensure that no unauthorised person is permitted to enter or remain on the Site.
- 9.10 To guarantee continuity and standards of service, if requested by the Employer, the Contractor shall provide a core team which will be available and employed at all times. The Contractor shall take all reasonable steps to avoid changes of original staff assigned to and accepted for the Services under the Contract except where changes are unavoidable or of a temporary nature caused by sickness, holidays etc. The Contractor, where possible, shall give at least one (1) month's notice to the Employer of proposals to change key staff and Clause 9 shall apply to the replacement staff.
- 9.11 The Contractor shall take all steps reasonably required by the Employer to prevent unauthorised persons (or certain persons identified by the Employer) from being admitted to the Site. Where the Employer gives the Contractor prior written notice that any person is not to be admitted to or is to be removed from the Site or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Contractor shall take all reasonable steps to comply with such notice and, if requested by the Employer, the Contractor shall replace any of its staff removed under this Clause with another suitably qualified member of staff and ensure that any security pass, and/or equipment, issued to the person removed is surrendered.
- 9.12 The decision of the Employer as to whether any person is to be admitted to or is to be removed from the Site or is not to become involved in or is to be removed from

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involvement in the performance of the Contract and as to whether the Contractor has furnished the information or taken the steps required in Clause 9.9 to 9.11 shall be final and conclusive.

9.13 In conjunction with the Employer, the Contractor will develop both pre contract and on going staff training programmes and participate in the Employer's training programme, at zero cost to the Employer in line with Clause 9.1.2.

9.14 The Contractor (to the extent permitted by law) shall procure that a standard or enhanced Disclosure and Barring Services (DBS) check (as applicable) is carried out on all its staff where either:

9.14.1 they may reasonably be expected to undergo such a check due to the nature of the Services they are providing in the course of their employment or engagement (for example, but not limited to, having access to children); or

9.14.2 where the Employer requests such a check.

9.15 The Contractor shall procure that no person who discloses any Convictions, or who is found to have any Convictions, following the completion of a Standard or Enhanced DBS check (as applicable), in either case of which the Contractor is aware or ought to be aware, is employed without the Employer's prior written consent (such consent not to be unreasonably withheld or delayed).

9.16 To the extent permitted by Law, the Contractor shall procure that the Employer is kept advised at all times of any person employed or engaged by the Contractor in the provision of any of the Services who, subsequent to his/her commencement of such employment or engagement, receives a Conviction of which the Contractor becomes aware or whose previous Convictions become known to the Contractor.

9.17 The Employer expects the Contractor to procure that appropriate disciplinary action is taken against any member of the Contractor's (in accordance with the terms and conditions of employment of the member of staff concerned) who misconducts himself or is incompetent or negligent in his duties or whose presence or conduct at the Site or at work is otherwise considered by the Employer (acting reasonably) to be undesirable. The Employer shall co-operate with any such disciplinary proceedings and shall be advised in writing by the Contractor of the outcome.

9.18 The Contractor shall bear the cost of any notice, instruction or decision of the Employer under Clauses 9.1 to 9.17.

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10. MANNER OF CARRYING OUT THE SERVICES

- 10.1 The Contractor shall not hinder the business operations of the Employer in general and/or at the Site and the Contractor shall operate in accordance with the Employer's Standard Operating Procedures, the Association of Event Venues (AEV) eGuide Common Regulative Policy for Major UK Exhibition Venues (eGuide) as detailed in the AEV website at <http://www.aev.org.uk/page.cfm/link=27> and any other relevant documentation provided by the Employer. The Contractor acknowledges that, at the date hereof, it has been given access to the documentation detailed above.
- 10.2 The Contractor shall make no delivery of materials, plant or other things nor commence any work on the Site without obtaining the prior written consent of the Employer.
- 10.3 Access to the Site shall not be exclusive to the Contractor but only such as shall enable him to carry out the Services concurrently with the execution of work by others. The Contractor will be expected to work closely with the Employer and the other appointed external service providers to manage the interface with other disciplines in providing a seamless service. Furthermore, the Contractor shall co-ordinate his Services and co-operate with such others as the Employer may reasonably require and with respect to specific events or exhibitions, as the Employer may expressly state in the Purchase Order.
- 10.4 At any time during the progress of the Services the Employer shall have the authority to order, in writing:
- 10.4.1 the removal from the Site of any materials which in the opinion of the Employer are either hazardous, noxious or not in accordance with the Contract and/or
- 10.4.2 the substitution of proper and suitable materials and/or
- 10.4.3 without prejudice to Clause 13, the removal and proper re-execution, notwithstanding any previous test of or interim payment for any work which, in respect of material or workmanship which is not in the opinion of the Employer in accordance with the Contract.
- 10.5 The Contractor shall ensure that during the course of the Services, the Site is maintained in a clean, safe and tidy condition. On the completion of the Services, or on the earlier termination of the Contract, the Contractor shall clear away and remove

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from the Site all surplus materials and waste of every kind and leave the whole of the Site clean and in a workmanlike condition to the satisfaction of the Employer's Operational Representative.

11. DUTY OF CARE AND STANDARDS

11.1 The Contractor shall provide the Services:

11.1.1 in accordance with the terms of this Contract;

11.1.2 in accordance with the terms of the Purchase Order;

11.1.3 in such manner as to achieve the Key Performance Indicators as detailed in Section III – Contract Service Requirements, 8. Key Performance Indicators;

11.1.4 with all due skill care and diligence using appropriately experienced, qualified and trained staff;

11.1.5 in accordance with Good Industry Practice;

11.1.6 in compliance with Law (including the holding and maintaining of all necessary licences, authorisations and permissions in order to ensure compliance in all respects with its obligations under this Contract);

11.1.7 using its best endeavours to ensure that it does not do, and to procure that none of its staff, does anything that may damage the name, reputation or goodwill of the Employer or its products, services or brands in any material respect;

11.1.8 in a manner which does not infringe the intellectual property rights of any third party;

11.1.9 in a manner which ensures that all systems and software used in connection with the Services are Virus free; and

11.1.10 subject to Clause 11.2, otherwise in accordance with the Employer's reasonable instructions.

11.2 The Contractor shall not be obliged to comply with any instructions from the Employer under Clause 11.1 which do not comply with Law.

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- 11.3 The Contractor shall be responsible for the accuracy and completeness of the Services and shall not be relieved of its responsibility by any inspections carried out by the Employer's Operational Representative.
- 11.4 The Employer's Operational Representative may reasonably reject any part of the Contractor's Services on the grounds that the standard of the Services is inferior, unsuitable or is otherwise not in accordance with the Clause 11.1 and may require such parts of the Contractor's Services to be made good at the Contractor's expense which shall include all direct costs incurred by the Employer as a result of the defective Services and its making good.
- 11.5 All materials, goods and workmanship provided by the Contractor under this Contract shall be new, of a satisfactory quality and reasonably suitable for their purpose.
- 11.6 Where appropriate, in the event that proprietary equipment or control systems, etc, require diagnostic or remedial action beyond the expertise of the Contractor's staff, the Contractor shall at its own cost obtain the manufacturers or specialist services as necessary.
- 11.7 The Contractor shall have developed and shall subsequently implement a Service Delivery Plan, the scope of which shall include all of the Services to be provided within the Contract.
- 11.8 The Contractor shall be responsible for ensuring that any and all Services comply with the Employer's policies and procedures as a minimum.

12. PERFORMANCE AND MANAGEMENT

- 12.1 The roles and responsibilities of all the Contractor's staff involved in the performance and management of this Contract will be substantially that as set out in Clause 9 and as detailed in Section III – Contract Service Requirements, 5.3 Contractor's staff.
- 12.2 The Contractor's performance will be measured on the basis of timely and accurate delivery of Services, added value and team working ability. Time for performance of the Services shall be of the essence. The performance will be measured against the Key Performance Indicators set out in the Section III – Contract Service Requirements, 8.Key Performance Indicators. To assist with familiarisation and clarity on the Service activities, the Contractor shall have documentation which clearly defines its staff's tasks, frequency, equipment required and any other pertinent information. The Contractor shall share these documents with the Employer annually

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or on request. It is at the Contractor's discretion to be able to amend this documentation should the Contractor deem it necessary to improve the quality of the Service or for operational reasons provided the quality of the Service will not suffer. Any changes of a significant nature should be communicated to the Employer immediately.

- 12.3 The Contractor shall prepare a Service Delivery Plan specifying clearly how it intends to implement, carry out and manage this Contract. It shall include the management structure of the Contractor's organisation and provide an organogram of the key staff who will implement and manage the Contract. The Contractor shall provide the Employer with CVs for the proposed key staff that demonstrate that they have the necessary skills and experience to implement and manage this Contract. The Service Delivery Plan will be subject to continual review during the Contract Period so that it reflects experience gained from providing the Services.
- 12.4 The Employer's Strategic Representative and the Employer's Operational Representative will hold meetings with the Contractor during the Contract Period to review the provision of the Services. The type and frequency of the meetings are as detailed in Section III – Contract Service Requirements, 7.2 Contract Meetings.
- 12.5 The Contractor shall be represented at all meetings, at which the Employer requires his attendance, by the Contractor's Strategic Representative and/or the Contractor's Operational Representative. The type of representation required is as detailed in Section III – Contract Service Requirements, 7.2 Contract Meetings. For the avoidance of doubt, the Contractor's attendance and/or representation at such meetings shall be at no cost to the Employer.
- 12.6 If so instructed by the Employer, the Contractor will provide management reports, further details of which are set out in Section III – Contract Service Requirements, 7.3 Contract Reporting. From time to time, the Contractor shall review with the Employer the format of such reports to ensure that they remain relevant to the developing needs and objectives of the Employer.
- 12.7 The Contractor will be required for the purposes of this Contract to purchase or maintain both software and hardware as deemed appropriate by the Employer to enable communication both on site and off site. As a minimum, the Contractor must have the following facilities:-

12.7.1 e-mail address(es)

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- 12.7.2 specific telephone number(s) to be clearly defined for the Contractor's normal working hours and out of hours use with escalation numbers for occurrences where the first point of contact is unobtainable or the nature of the call requires escalation within the Contractor's organisational structure
- 12.7.3 Microsoft Office for contract data sent by email.
- 12.8 The Contractor shall detail his existing IT strategy with details of the core system deployed within his organisation in his Service Delivery Plan. The Contractor's core system should be able to demonstrate:
 - 12.8.1 general administrative and management functions
 - 12.8.2 finance and cost management
 - 12.8.3 helpdesk interface
 - 12.8.4 software platform
 - 12.8.5 software performance
 - 12.8.6 electronic mail and
 - 12.8.7 relevant programmes for the Contract as requested and agreed in writing with the Employer from time to time.
- 12.9 The Contractor shall operate an emergency service and will provide the Employer's Operational Representative with a single manned telephone number to cover this eventuality and a route for escalating operational issues outside of the Contractor's normal working hours. Emergencies and escalations occurring outside the Contractor's normal working hours will be actioned and subsequently ratified in accordance with Clause 5.2. To support this service the Contractor will provide a management escalation process which should be detailed in the Contractor's Service Delivery Plan for use outside of the Contractor's normal working hours and ensure it is kept fully up to date. Section III - Contract Service Requirements, 11.2 Administrative Procedures sets out the Employer's and the Contractor's staff authorised to give and accept instructions at short notice and in exceptional circumstances.
- 12.10 In addition to meeting all statutory obligations, the Contractor shall comply with the requirements of the Code of Practice for Information Security Management (ISO/IEC 27002:2013).

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12.11 In the event that the Contractor is given access to any of the Employer's IT systems then the Contractor shall:

12.11.1 be responsible for the care and proper use of the data that is accessed;

12.11.2 ensure the safeguarding of the data to which it is given access and only use or disclose it in accordance with this Contract; and

12.11.3 ensure that it is aware of its obligations and entitlements in relation to the access and use of the Employer's IT information and data.

12.12 The Contractor shall allow for exit and transfer processes to cover the seamless transitional arrangements for IT information and data in the event of termination or expiry of the Contract.

12.13 The Contractor shall facilitate the onward transfer of data to a third party as specified in writing by the Employer at the end of the Contract including, but not limited to:

12.13.1 liaison meetings between the outgoing Contractor and the incoming Contractor

12.13.2 provision of information on data and systems used in the management and control of the Contract

12.13.3 preparation of reconciled data with supporting reports on agreed cut off/transfer deadlines

12.13.4 co-operation and assistance in downloading data and liaison with validation of transferred data.

12.14 The Contractor shall implement the necessary strategies for the secure transfer of data between the Employer and the Contractor including all necessary transitional systems and data capture and inputting costs.

12.15 The Contractor shall provide and maintain a comprehensive list of all software used in the administration and control of the Contract.

13. FIXTURES FITTINGS & EQUIPMENT (FF&E)

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- 13.1 If relevant, FF&E shall be issued to the Contractor by the Employer as detailed in Section III – Contract Service Requirements, 10.1 Fixtures, Fittings and Equipment (FF&E).
- 13.2 Any FF&E that is issued to the Contractor by the Employer free of charge, subject to the terms of the relevant Purchase Order, shall be and shall remain the property of the Employer.
- 13.2 The Contractor shall maintain all FF&E provided by the Employer in good order and condition and shall use such FF&E solely in connection with the Contract.
- 13.3 The Contractor shall make good (at the Contractor's expense) any damage caused to such FF&E by its staff. The Contractor shall reimburse the Employer for any waste of any FF&E by the Contractor or any of its staff. This Clause 13.3 shall be without prejudice to any other rights and remedies of the Employer.
- 13.4 Where the Employer provides the Contractor with an inventory showing the FF&E available for the Contractor's use and its condition, the Contractor shall return the inventory to the Employer within seven (7) days of receipt, signing it to confirm agreement with it, or with a written explanation of why the Contractor does not agree with the inventory.
- 13.5 The Contractor shall deliver up such FF&E to the Employer on demand, whether used or not, and on the termination or expiry of this Contract.

14. STORAGE OF PLANT AND MATERIALS

- 14.1 Unless otherwise set out in Section III – Contract Service Requirements, 10.2 Storage of Plant and Materials, the Contractor will provide and maintain all plant and equipment required in connection with the Services. The Employer will endeavour to provide appropriate on site storage space to the Contractor, although this may be limited and off site storage may be required. Any additional costs relating to off site storage is to be borne by the Contractor. The Contractor shall retain the risk in such plant and equipment and the Employer accepts no responsibility whatsoever for any damage or loss caused to any such plant or equipment whilst in the possession or control of the Employer.
- 14.2 The Employer shall have the option to purchase all plant and equipment from the Contractor at a fair market price should the Contract be terminated or not renewed.

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15. AUDIT

- 15.1 The Contractor shall maintain and keep until seven (7) years after the Contract End Date, or the Completion Date of the last Purchase Order, whichever is the later, records to the satisfaction of the Employer of all expenditures which are reimbursable by the Employer and of all hours worked and costs incurred in connection with any of the Contractor's staff paid for by the Employer on a time charge basis. The Contractor shall make available to the Employer such access to those records as the Employer or its representatives may reasonably request from time to time.
- 15.2 The Employer and the Contractor will use reasonable endeavours to provide a suitable representative to complete joint health and safety audits as detailed in Section III Contract Service Requirements, 7.6.4 Audit by the Employer.
- 15.3 The Employer, or its authorised representatives, shall have unrestricted access at all reasonable times to the facilities, equipment, materials, staff and records of the Contractor and their sub-contractor(s) to audit their respective Service Delivery Plans as detailed in Section III Contract Service Requirements, 7.6.4 Audit by the Employer.

16. INDEMNITY AND INSURANCE

- 16.1 Subject to Clause 16.2, the Contractor shall be liable for and covenants with the Employer to fully indemnify, defend and hold harmless the Employer for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of the Employer, or otherwise, which the Employer may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating to breach of this Contract by the Contractor or otherwise in relation to the subject matter of this Contract (whether in negligence, tort or otherwise) save to the extent that any such Losses are attributable to the fault or negligence of the Employer.
- 16.2 The Contractor shall only be liable to the Employer in terms of Clause 16.1 for all Losses arising directly from the breach, negligence, tort or other circumstance giving rise to the liability and shall under no circumstances be liable for any indirect or consequential loss of any nature suffered or allegedly suffered by the Employer, provided that nothing in this Clause 16.2 shall limit the liability of the Service

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Employer in relation to Key Performance Indicators as detailed in Section III – Contract Service Requirements, 8.Key Performance Indicators. The parties agree that all Losses stemming from the cancellation or disruption of any event or events caused by or in connection with the Contractor’s breach, negligence, tort or other circumstance giving rise to the liability in Clause 16.1 are direct losses.

16.3 The Contractor shall be liable for and covenants with the Employer to fully indemnify, defend and hold harmless the Employer for and against all Losses suffered or incurred by the Employer arising out of any claim made against the Employer by a third party to the extent such claim arises out of the breach, negligent performance or failure or delay in the performance of this Contract by the Contractor and its staff.

16.4 Neither party excludes or limits its liability for:

16.4.1 death or personal injury arising as a result of the negligence of that party or any of its staff:

16.4.2 fraud or fraudulent misrepresentation: or

16.4.3 any other liability which cannot be excluded or limited by reason of applicable law.

16.5 The Contractor shall have in force and shall require any sub-contractor to have in force for the duration of the Contract:

16.5.1 employer’s liability insurance in accordance with any legal requirements for the time being in force covering injury or death to any of the Contractor’s staff of the Contractor engaged in the performance of the Services

16.5.2 public and products liability insurance covering at least all matters which are the subject of indemnities or compensation obligations under these Conditions in the sum of not less than ten million pounds (£10,000,000) for any one claim and unlimited in total

16.6 Where requested, the Contractor shall have in force and shall require any sub-contractor to have in force for the duration of the Contract any additional insurance requirements as detailed in Section III – Contract Service Requirements, 9.1 Insurances.

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16.7 The Contractor shall maintain the above named insurances for such sum or sums and range of cover as specified above.

16.8 Details regarding the policy or policies of insurance referred to in Clause 16 and, where relevant, detailed in Section III – Contract Service Requirements, 9.1 Insurances, shall be provided to the Employer in advance of the Contract Start Date, and subsequently, when each renewal period occurs. In addition, satisfactory evidence of payment of premiums shall be provided by the Contractor if requested by the Employer.

17. HEALTH, SAFETY AND ENVIRONMENTAL

17.1 The Contractor shall be responsible for the observance by its staff of all safety precautions necessary for the protection of its staff and any other persons including all precautions and regulations required to be taken by or under the Health & Safety at Work etc. Act 1974 and any other Act of Parliament including any regulations or bye-law of any local or other authority. The Contractor shall co-operate fully with the Employer to ensure the proper discharge of these duties.

17.2 High standards of health, safety and environmental performance are recognised as an integral part of quality service delivery and the Employer is committed to achieving this goal. A culture of positive health and safety and environmental awareness cannot be achieved in isolation and requires co operation with all contractors. A relationship of co operation and communication with all contractors is vital for the achievement of a safe and healthy working environment. The Employer is also committed to providing an environmentally friendly Site and to working towards achieving environmental accreditations, improvements and initiatives. The Contractor's staff working on the Site are required to apply health, safety and environmental standards compatible with these aims and the Clauses contained within this section.

17.3 All Contractor's staff shall be required to be familiar with and comply with the Employer's Standard Operating Procedures where relevant, the Employer's Environmental Policy, the Association of Event Venues (AEV) eGuide Common Regulative Policy for Major UK Exhibition Venues (eGuide) and any other relevant documentation provided by the Employer prior to the commencement of any Services.

17.4 Not in use.

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- 17.5 The Contractor shall contribute, where possible, to any future or existing accreditations or environmental initiatives at no cost to the Employer.
- 17.6 The Contractor shall report to the Employer's Operational Representative any health, safety or environmental concerns including any environmental accidents or incidents experience whilst undertaking the Services including, but not limited to, chemical and/or oil spillages and noise complaints. In the event of an accident or near miss to either a person or damage to property whilst undertaking Services, the Contractor shall immediately inform the Employer's Operational Representative verbally and submit a written report in accordance with procedure. The Contractor shall contribute to any accident or near miss investigation when requested by the Employer's Operational Representative.
- 17.7 The Contractor shall take all reasonable steps and precautions (including any steps and precautions expressly required under or by virtue of this Contract) to prevent and to minimise the extent of any loss or damage to the Services, temporary services, materials and any items and articles for incorporation in the Site (including items and articles provided by the Employer) arising from any cause whatsoever. The Contractor must carry out the Services in a safe and healthy manner and maintain high levels of cleanliness at all times. Where protective materials are used to protect assets, these must be clean and assessed as suitable for the specific protection.
- 17.8 The Contractor shall set up a health and safety management system of work with the Employer's Operational Representative, specific to the Contract and as further detailed in Section III – Contract Service Requirements, 7.6 Health and Safety Management System incorporating the procedures of the Employer and the Contractor. The system must incorporate and document the following steps:
- 17.8.1 risk assessment of all tasks and identified hazards by a competent person
- 17.8.2 identification, development and implementation of documented safe working procedures specific to job role, job tasks and Site location including requirement for appropriate Personal Protective Equipment (PPE)
- 17.8.4 implementing the system
- 17.8.5 monitoring the system.
- 17.9 The Contractor shall provide and leave on Site with the Employer's Operational Representative, a detailed Code of Practice for all aspects of service delivery. copies

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of all the Contractor's health, safety and environmental policies and procedures, safe working method statements and risk assessments including, but not limited to, the Contractor's COSHH sheets and Safety data sheets to ensure any chemicals or other materials used to carry out the Services are compliant with the Employer's environmental standards, manual handling assessments, works equipment assessment, working at height, etc.

- 17.10 In the event of a dangerous situation occurring with any mechanical system, the whole of the connected equipment shall be subjected to a full test and examination by a competent person before it is taken back into use following any repairs or adjustments made following such an incident.
- 17.11 The Contractor shall ensure all its staff is familiar with the Employer's waste recycling system and are aware of the separate receptacles for disposal.
- 17.12 The Contractor should undertake regular health and safety and environmental inspections of areas under their control to maintain records and provide regular updates to the Employer's Operational Representative. A health and safety and environmental audit should be carried out on an annual basis and the Employer's Operational Representative provided with a copy of the Contractor's audit findings.
- 17.13 The Contractor's performance will be measured against Key Performance Indicator including health and safety as detailed in Section III – Contract Service Requirements, 8.Key Performance Indicators.

18. ACCIDENTS TO CONTRACTOR'S STAFF

- 18.1 Any accidents and/or incidents involving the Contractor's staff must be recorded, investigated and reported to the Employer. In particular, accidents which are ordinarily required to be reported in accordance with the Health and Safety at Work etc. Act 1974, shall be reported immediately to the Employer. In the event of a RIDDOR report being produced, a copy of the completed document must be forwarded to the Employer following notification.

19. SPECIAL HEALTH AND SAFETY HAZARDS

- 19.1 Throughout the life of the Contract the Employer shall notify the Contractor of any known special health and safety hazards which may be involved or introduced on site and which might affect the Contractor. The Contractor must similarly notify the

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Employer prior to the introduction of any new or specific hazards that increase risks to health and safety and/or fire safety.

19.2 The Contractor shall draw any such health and safety hazards to the attention of its staff engaged in performance of the Services on Site. Arrangements shall be made by the Contractor so that its staff is adequately informed and instructed on the hazards and any necessary associate safety measures relative to the performance of the Services on Site.

20. THE CONTRACT PRICE

20.1 The Services shall be priced as agreed in Section III – Contract Service Requirements, 12. Pricing Schedule. For the avoidance of doubt, the Employer reserves the right to perform a commercial review of the Schedule of Prices at the end of each year of this Contract. This commercial review shall take into account various factors, including but not limited to, the price of raw materials, transport and any benchmarking measures considered relevant by the Employer. The parties shall discuss the results of the review (which could lead to an increase or decrease in prices) and each party shall consider the review and all supporting evidence seriously with a view to reaching an agreement. In the absence of a post review agreement, the prices in Section III – Contract Service Requirements, 12. Pricing Schedule in force at the time of the review would remain in place.

20.2 If the Employer so requests, the Contractor shall provide a quotation for a Purchase Order calculated in accordance with the prices in Section III – Contract Service Requirements, 12. Pricing Schedule.

20.3 If the Employer requests a quotation, the Contractor shall receive a schedule of Services from the Employer's Operational Representative along with a formal request to provide a budget estimate or fixed price quotation. Once the Contractor has reviewed the schedule of Services, the Contractor shall establish whether a budget estimate or fixed price quotation is required and shall confirm such in writing to the Employer. For the avoidance of doubt:

20.3.1 a budget estimate is required to establish the approximate value of any proposed Services. If sanctioned, the actual cost shall be determined by the application of the Schedule of Prices. Budget estimates shall be provided within a tolerance of +/- 10% of the actual price.

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20.3.2 the Contractor is to inform the Employer before commencing delivery of the Services, or upon it becoming apparent during the course of delivering the Services, where the Contractor anticipates the total value of work to be exceeded by +10% of the Purchase Order. The Employer will then issue the Contractor with written instructions on how to proceed.

20.4.2 Fixed price quotations shall be firm prices established from the application of the Schedule of Prices to a detailed schedule of Services with specifications and drawings supplied by the Employer where applicable. There may also be a requirement to re-measure the Service on completion to assess any variations to the Services.

20.5 All budget estimates/fixed price quotations shall be submitted in writing to the Employer and shall be provided by the Contractor in an agreed format. On completion of the Services these shall be updated and submitted with the Contractor's claim for payment. It should be noted that the final account figures should be identical in both formats.

20.6 For the avoidance of doubt, the Contractor should note Clause 5.4 which limits the Contractor's authority and shall accept that on completion of the Services instructed in the Purchase Order the maximum value to be claimed shall be equivalent to the budget estimate unless the procedures within Clause 5.4 are followed during the course of the Services.

21. INVOICING AND PAYMENT

21.1 Unless otherwise requested by the Employer in Section III – Contract Service Requirements, 12. Pricing Schedule, the Contractor shall submit one invoice per month for all Services that have been delivered in the month preceding the date of the invoice, in a format that has been agreed by the Employer.

21.2 Where requested, the Contractor shall submit an electronic invoice no later than the twenty eighth (28) day of the month.

21.3 All invoices submitted must quote the Employer's official Purchase Order number. The Employer will not be liable for the payment of any invoice submitted that does not quote a official Purchase Order number.

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- 21.4 Any invoice not quoting the official Purchase Order number will be rejected by the Employer and payment will not be made until the invoice containing the correct information has been represented and its content agreed by the Employer.
- 21.5 Payment will be made within thirty (30) days of the invoice date for Services delivered to the satisfaction of the Employer, subject to any invoice queries.
- 21.6 The Employer shall be entitled, but not obliged at any time or times (without notice to the Contractor), to set off any liability of the Contractor to the Employer against any liability of the Employer to the Contractor (in either case however it arises including but not limited to under this Contract, any other contract, in tort or any other legal basis and whether any such liability is present or future, liquidated or unliquidated). Any exercise by the Employer of its rights under this Clause shall be without prejudice to any other rights or remedies available to the Employer.
- 21.7 Any complaints which may arise concerning the late payment of invoices should be addressed in the first instance to the Employer at the invoicing address shown on the Purchase Order.

22. VALUE ADDED TAX (VAT)

- 22.1 The applicable rate and total of Value Added Tax (VAT) shall be shown separately on all invoices.

23. PATENTS, INFORMATION AND CONFIDENTIALITY

- 23.1 It is a condition of the Contract that the Services will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party, except to the extent that the Services incorporate design furnished by the Employer, and the Contractor shall indemnify the Employer against all Losses which the Employer may suffer or incur as a result of or in connection with any breach of this Clause.
- 23.2 All rights, including ownership and copyright in any specifications, instructions, plans, drawings, patents, models, designs, documents or other materials:
- 23.2.1 furnished to or made available to the Contractor by the Employer are hereby assigned to and shall vest in the Employer absolutely;

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- 23.2.2 prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the Employer absolutely.
- 23.3 Without prejudice to Clause 24, the Contractor shall not and shall ensure that its staff shall not (except to the extent necessary for the implementation of this Contract) without prior written consent of the Employer use or disclose any such specifications, instructions, plans, drawings, patents, models, designs, documents or other material or any other information (whether or not relevant to this Contract) which the Contractor may obtain through the execution of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular the Contractor shall not refer to the Employer or the Contract in any advertisement without the prior written consent of the Employer.
- 23.4 The Contractor warrants and undertakes that it will not, at any time after the Completion Date, directly or indirectly whether by its staff, otherwise howsoever use or employ in the course of carrying on any trade or business, claim, represent or otherwise indicate any present association with the Employer or, for the purpose of obtaining or retaining any business or custom, claim, represent or otherwise indicate any past association with the Employer, in particular but without limitation, the Contractor warrants and undertakes not to use or to display anything in the course of its business or personally (with respect to the uniforms) bearing the Employer's logo or brand.
- 23.5 Neither party shall directly and/or indirectly use and/or disclose the other party's Confidential Information except in the proper performance of this Contract.
- 23.6 The obligations of confidentiality and non-use shall continue indefinitely, except they shall not apply to information:
- 23.6.1 which the receiving party proves was already in its possession and at its free disposal prior to disclosure by the disclosing party;
- 23.6.2 which the receiving party proves was developed by it without reference to any of the disclosing party's confidential Information;
- 23.6.3 which is after the date of this Contract disclosed to the receiving party without any obligations of confidentiality by a third party who is not in breach of any duty of confidentiality in doing so;

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23.6.4 which is or becomes generally available to the public through no default and/or omission on the receiving party's part; or

23.6.5 to the extent it is required to be disclosed by law and/or the rules of any recognised stock exchange and/or regulatory authority on condition that that party gives the disclosing party as much advance notice of such disclosure as possible.

23.7 The provisions of Clauses 23.1 to 23.4 shall apply during the continuance of this Contract and after its termination howsoever arising.

23.8 All documents and drawings and copies thereof or extracts there from issued in connection with this Contract and/or any Purchase Order shall, if required by the Employer, be returned to the Employer upon request.

23.9 If the Contractor becomes aware of any breach of this Clause 23 by any person (including staff) it shall promptly notify the Employer and give the Employer all reasonable assistance in connection with any proceedings or other action which the Employer may institute or take against any such persons.

24. FREEDOM OF INFORMATION ACT (FOIA) 2000 AND DATA PROTECTION ACT

24.1 The Contractor recognises that the Employer is subject to legal duties which may require the release of information under FOIA or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information and that the Employer may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under this Contract in any way.

24.2 Notwithstanding anything in this Contract to the contrary, in the event that the Employer and/or Liverpool City Council receives a request for information under the FOIA or any other applicable legislation governing access to information, the Employer shall be entitled to disclose all information and documentation (in whatever form) as necessary to respond to that request in accordance with the FOIA or other applicable legislation governing access to information, save that in relation to any such information that is Exempted Information, the Employer shall use reasonable endeavours to consult the Contractor as soon as reasonably practicable and shall not:

24.2.1 confirm or deny that the information in question is held by the Employer,
or

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- 24.2.2 disclose the information requested, to the extent that in the Employer's opinion (having taken into account the views of the Contractor) that exemption is or may be applicable in accordance with the relevant section of the FOIA in the circumstances.
- 24.3 In the event that the Employer incurs any costs, including but not limited to external legal costs, in seeking to maintain the withholding of the information, including but not limited to responding to information notices or lodging appeals against a decision of the Information Commissioner in relation to the disclosure, the Contractor shall indemnify the Employer.
- 24.4 In any event, the Employer shall not be liable for any loss, damage, harm or other detriment however caused arising from the disclosure of any Exempted Information or other information relating to this Contract under FOIA or other applicable legislation governing access to information.
- 24.5 The Contractor will assist the Employer to enable the Employer to comply with its obligations under FOIA or other applicable legislation governing access to information. In particular it acknowledges that the Employer is entitled to any and all information relating to the performance of this Contract or arising in the course of performing this Contract. In the event that the Employer receives a request for information under the FOIA or any other applicable legislation governing access to information, and requires the Contractor's assistance in obtaining the information that is the subject of such a request or otherwise, the Contractor will respond to any such request for assistance from the Employer at its own cost and promptly and in any event within seven (7) days of receiving the Employer's request.
- 24.6 The Employer agrees that it will consult the Contractor, following its receipt of a request for information under the FOIA where:-
 - 24.6.1 disclosure of information in response to a request might prejudice the legal rights or commercial interest of the Contractor;
 - 24.6.2 the views of the Contractor may assist the Employer in determining whether an exemption under the FOIA would apply to the information requested;
 - 24.6.3 the views of the Contractor may assist the Employer to determine where the public interest lies under section 2 of the FOIA.

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24.7 The Contractor agrees to respond to any consultation from the Employer under Clause 24.6 above, within seven (7) days and notes:-

24.7.1 that the Employer may be obliged, in pursuance of its duties under the FOIA, to release information in any event if the Contractor does not respond;

24.7.2 that the decision to disclose information in response to a request is that of the Employer alone, having regard to the provisions of the FOIA.

24.8 In relation to all Personal Data, the Contractor shall at all times comply with the Data Protection Legislation as a data processor or data controller (as appropriate), including if necessary maintaining a valid and up to date registration or notification under the Data Protection Legislation covering the data processing to be performed in connection with this Contract.

24.9 The Contractor shall, to the extent that it processes any Personal Data in the provision of the Services:

24.9.1 act only on instructions from the Employer in relation to its processing of the Personal Data;

24.9.2 implement and maintain in place appropriate technical and organisational measures to ensure that the Personal Data is kept secure, together with appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing, accidental loss or destruction or damage;

24.9.3 treat Personal Data as Confidential Information of the Employer;

24.9.4 use and retain Personal Data only for the purposes of fulfilling its obligations under this Contract; and

24.9.5 not transfer Personal Data to any country outside the European Union without the prior written consent of the Employer (which consent the Employer may give on such terms as the Employer may in its absolute discretion prescribe).

24.10 The Contractor shall not be obliged by Clauses 24.8 and 24.9 or any other provision of this Contract to do anything which would constitute a breach by the Contractor of

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its obligations as a data processor and/or data controller under the Data Protection Legislation.

24.11 The Contractor shall be liable for and covenants with the Employer to fully indemnify, defend and hold harmless the Employer for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of the Employer, or otherwise, which the Employer may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating to any breach by the Contractor of its obligations under these Clauses 24.8 to 24.10 and/or the Data Protection Legislation.

25. DISCRIMINATION

25.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof.

25.2 The Contractor shall take all reasonable steps to secure the observance of Clause 25.1 by all of its staff employed or engaged in the execution of the Contract.

25.3 Where in connection with this Contract the Contractor's staff is required to carry out work on the Employer's Site or on any other premises where the Employer's employees are required to carry out work, the Contractor shall, to the extent required to comply with Clause 25.1 comply with the Employer's own employment policy and codes of practice relating to discrimination and equal opportunities.

25.4 The Contractor shall, 12 months from the date of this Contract and annually thereafter, submit a written statement to the Employer demonstrating either compliance with Clause 25.1 or if there has been any instance or instances whether there has not been compliance with Clause 25.1, details of all such non-compliance..

25.5 In addition to the report statement referred to above, the Contractor shall provide such additional information as the Employer may reasonably require for the purpose of assessing the Contractor's compliance with Clause 25.1.

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25.6 The Contractor shall notify the Employer forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against the Contractor under the above named Acts or amendments to the above named Acts.

25.7 Where any investigation is undertaken by a person or body empowered to conduct such investigations and/or proceedings are instituted in connection with matters referred to in this Contract being in contravention of the above named Acts, the Contractor shall free of charge:

25.7.1 provide any information requested in the timescales allotted

25.7.2 attend any meetings as required and permit the Contractor's staff to attend

25.7.3 promptly allow access to and investigation of any documents or data deemed to be relevant

25.7.4 allow itself and any of its staff to appear as witness in any ensuing proceedings; and

25.7.5 cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

25.8 Where any investigation is conducted or proceedings are brought which arise directly or indirectly out of any act or omission of the Contractor's staff and, where there is a finding against the Contractor in such investigation or proceedings, the Contractor shall indemnify the Employer with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Employer may have been ordered or required to pay to a third party.

25.9 In the event that the Contractor enters into any sub-contract in connection with this Contract, it shall impose obligations on its sub-contractors in terms substantially similar to those imposed on it pursuant to Clause 25.1.

26. PREVENTION OF BRIBERY

26.1 The Contractor:

26.1.1 shall not, and shall procure that any of its staff shall not, in connection with this Contract commit a Prohibited Act;

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26.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Employer or Liverpool City Council, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Employer before execution of this Contract.

26.2 The Contractor shall:

26.2.1 if requested, provide the Employer with any reasonable assistance, at the Employer's reasonable cost, to enable the Employer to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010;

26.2.2 within ten (10) days of the Contract Start Date, and on each anniversary of the Contract Start Date, certify to the Employer in writing (such certification to be signed by the Contractor) compliance with this Clause 26 by the Contractor and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Contractor shall provide such supporting evidence of compliance as the Employer may reasonably request.

26.3 The Contractor shall have an anti-bribery policy (which shall be disclosed to the Employer) to prevent any of its staff from committing a Prohibited Act and shall enforce it where appropriate.

26.4 If any breach of Clause 26.1 is suspected or known, the Contractor must notify the Employer immediately.

26.5 If the Contractor notifies the Employer that it suspects or knows that there may be a breach of Clause 26.1, the Contractor must respond promptly to the Employer's enquiries, co-operate with any investigation, and allow the Employer to audit books, records and any other relevant documentation. This obligation shall continue for 6 years following the expiry or termination of this Contract.

26.6 The Employer may terminate this Contract by written notice with immediate effect if the Contractor or its staff (in all cases whether or not acting with the Contractor's

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knowledge) breaches Clause 26.1 and recover from the Contractor the amount of any loss resulting from such termination. In determining whether to exercise the right of termination under this Clause 26.6, the Employer shall give all due consideration, where appropriate, to action other than termination of this Contract unless the Prohibited Act is committed by a member of the Contractor's staff not acting independently of the Contractor. The expression "not acting independently of" (when used in relation to the Contractor or its staff) means and shall be construed as acting:

26.6.1 with the authority; or,

26.6.2 with the actual knowledge;

of any one or more of the directors of the Contractor or the sub-contractor (as the case may be); or

26.6.3 in circumstances where any one or more of the directors of the Contractor ought reasonably to have had knowledge.

26.7 Any notice of termination under Clause 26.6 must specify:

26.7.1 the nature of the Prohibited Act;

26.7.2 the identity of the party whom the Employer believes has committed the Prohibited Act; and

26.7.3 the date on which this Contract will terminate.

26.8 Despite Clause 27, any dispute relating to:

26.8.1 the interpretation of Clause 26; or

26.8.2 the amount or value of any gift, consideration or commission, shall be determined by the Employer and its decision shall be final and conclusive.

26.9 Any termination under Clause 26.6 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Employer.

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26.10 Nothing contained in Clause 26 prevents the Contractor paying such commissions or bonuses to their own staff as are within their agreed Contract of Employment).

27. DISPUTE RESOLUTION AND LEGAL PROCEEDINGS

27.1 Where, and to the extent that a given dispute or difference should require resolution, either party may at any time and shall in the first instance follow the steps outlined in Clause 27.3.

27.2 If the parties are unable to resolve any dispute or difference using the procedure in Clause 27.3, then either party may at any time commence legal proceedings. In the event that a dispute or difference arises between the parties during the course of the Contract the parties agree to adopt the following procedure for resolving the said dispute or difference.

27.3 In the event of a dispute, the parties shall follow the following procedure:

27.3.1 In the first instance the parties shall discuss the dispute or difference and attempt resolution at the Contract review meetings. If the parties fail to resolve the matter at this stage the dispute or difference shall be referred to the Employer's Strategic Representative and the Contractor's Strategic Representative of the Parties respective organisations.

27.3.2. Failing resolution by the Employer's Strategic Representative and the Contractor's Strategic Representative, the parties shall mediate the dispute. A mediator shall be appointed jointly by the parties and the cost of any such mediation shall be born by the Contractor and the Employer in equal shares, which for the avoidance of doubt shall not include any cost incurred by the respective parties preparing for or taking advice prior to the mediation. If the parties cannot agree on a mediator, the mediator shall be nominated on the application of either party by the President for the time being of the Law Society.

27.2.3. In the event that the parties are unable to reach an agreement through mediation either party shall be at liberty to seek the court's assistance and commence legal proceedings.

28. LEGITIMACY OF THE WORKFORCE

28.1 The Contractor shall take all reasonable steps to ensure that any of its staff employed in the execution of the Contract are entitled to obtain employment in the United

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Kingdom and are not claiming unemployment benefit or any other benefit payable to persons registered as unemployed.

29. TERMINATION

29.1 Without prejudice to any other rights or remedies of the Employer under this Contract the Employer may terminate this Contract with immediate effect by notice to the Contractor if:

Contractor Breach

29.1.1 the Contractor is in material breach of an obligation under this Contract and, if the breach is capable of remedy, the Contractor has failed to remedy such breach within a period of thirty (30) days after being given notice by the Employer to remedy the breach (such notice specifying the remedial action that the Employer requires the Contractor to take);

29.1.2 the Contractor fails to carry out the Services, or any portion of the Services, within the time or times specified within the Contract, due to the fault of the Contractor;

Failure to achieve KPI Targets

29.1.3 (without prejudice to the generality of Clause 29.1.1) the Contractor has failed to achieve the Key Performance Indicator targets set out in Section III – Contract Service Requirements, 8.Key Performance Indicators and Section III – Contract Service Requirements, 8.Key Performance Indicators states that termination may be a consequence of such failure (such failure not being due to any breach by the Employer of the provisions of this Contract) and the Employer has given the Contractor at least thirty (30) days notice of its intention to terminate the Contract;

Contractor insolvency

29.1.4 any arrangement or composition with or for the benefit of creditors which does not involve a continuation of its business in the same or substantially the same form (including any voluntary arrangement as defined in the Insolvency Act 1986) is entered into by or in relation to the Contractor;

29.1.5 a supervisor, receiver, administrative receiver or other encumbrancer takes possession of or is appointed over, or any distress, execution or other

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process is levied or enforced (and is not discharged within fourteen (14) days) upon, the whole or any material part of the assets of the Contractor;

29.1.6 the Contractor is or becomes unable to pay its debts (within the meaning of section 123 of the Insolvency Act 1986);

29.1.7 the Contractor ceases to carry on the whole or a substantial part of its business;

29.1.8 an administrator is appointed out of court in respect of the Contractor;

29.1.9 the Contractor gives notice of their intention to appoint an administrator (whether out of court or otherwise);

29.1.10 the Contractor has an administration order under section 8 of the Insolvency Act 1986 made in respect of it;

29.1.11 a petition is presented (and is not discharged within thirty (30) days), or a resolution is passed or an order is made for the winding-up, bankruptcy or dissolution of the Contractor (save for the purpose of a voluntary reconstruction or amalgamation previously approved by the Employer);

29.1.12 where the Contractor is an individual and shall die or be adjudged incapable of managing their affairs within the meaning of Part VII of the Mental Capacity Act 2005;

29.1.13 the Contractor suffers any event analogous to the events set out in Clauses 29.1.5 to 29.1.14 (inclusive) in any jurisdiction in which it is incorporated or resident;

Change of Control

29.1.14 the Contractor is subject to a Change of Control;

Force Majeure

29.1.15 it has the right to terminate this Contract in accordance with the provisions of Clause 40.

29.2 In addition to its rights of termination under this Clause the Employer shall be entitled to terminate this Contract at any time by giving to the Contractor not less than three months period of written notice.

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29.3 Termination under Clause 29.1 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Employer and shall not affect the continued operation of Clauses 1, 2, 3, 13, 14.2, 15, 16, 23, 24, 26.4, 27, 30, 31, 34, 35, 37, 38 and 41.

29.4 On the occurrence of a termination the Contractor shall, notwithstanding such termination, co-operate in the transfer of the Services, to which the termination relates, to any alternative organisation in accordance with the arrangement notified to the Contractor by the Employer.

29.5 If requested by the Employer in Section III – Contract Service Requirements, 7. Contract Requirements, the transfer of Services documentation shall include statutory inspections and maintenance regimes.

30. CONSEQUENCES OF TERMINATION OR EXPIRY

30.1 The Contractor shall, at or after, the date of termination or expiry:

30.1.1 return to the Employer all original documentation containing confidential information of the Employer; and

30.1.2 destroy all copies of documents containing confidential information of the Employer.

30.2 The Contractor shall:

30.2.1 refrain from doing anything after the termination or expiry of this Contract which might lead any person to believe that the Contractor is in any way connected with the Employer;

30.2.2 within seven (7) days from the date of termination or expiry of this Contract remove or obliterate any logos, designs, trade marks, service marks, trade and/or business names and/or other branding or other intellectual property rights of the Employer from all and any materials, clothing and equipment used in connection with the provision of the Services to the Employer in the possession, custody or control of the Contractor, or, at the request of the Employer, return any such materials, clothing and equipment to the Employer; and

30.2.3 procure that an authorised officer of the Contractor shall confirm in writing forthwith following the expiry of seven (7) days from the date of termination

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or expiry of this Contract that the Contractor has complied with the provisions of Clause 30.2.2.

30.3 The Contractor shall co-operate with the Employer for a period of up to three (3) months from the date of termination or expiry of this Contract in order to ensure an orderly migration of the Services to the Employer or a Successor Service Provider as set out in this Clause 30. The Contractor shall, following the date of termination or expiry:

30.3.1 continue to provide some or all of the Services as may be agreed between the parties in writing;

30.3.2 develop, together with the Employer, a written plan for orderly migration of the Services, then being provided by the Contractor, from the Contractor to the Employer or Successor Service Provider; and

30.3.3 provide agreed training for employees of the Employer or Successor Service Provider on the provision of the Services then being migrated to the Employer or Successor Service Provider.

30.4 The Employer shall pay the Contractor's reasonable and agreed charges in respect of any such assistance as the Contractor shall provide on a monthly basis in accordance with the payment terms of this Contract.

30.5 To assist the Employer with the re-tendering of the Services, the Contractor shall, within fourteen (14) days of a written request from the Employer, provide such information as the Employer may reasonably require regarding the Relevant Contractor Employees.

30.6 The Contractor shall provide to the Employer in writing details of any change to information provided pursuant to Clause 30.5 (including any changes which will have effect after the Transfer Event) as soon as reasonably practicable and, in any event, within seven (7) days of the Contractor becoming aware of such change.

30.7 The Contractor acknowledges and agrees that the Employer shall be entitled to provide information provided pursuant to Clause 30.5 (and details of any changes to that information) to any Successor Service Provider in connection with any re-tendering of the Services, subject to first having obtained from the potential Successor Service Provider reasonable confidentiality undertakings in respect of the information.

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- 30.8 The Contractor shall use its reasonable endeavours to clarify any matter in connection with the information provided pursuant to Clause 30.5 on which clarification is reasonably requested by the Employer or any potential Successor Service Provider.
- 30.9 In the event of expiry, during the six months before expiry of this Contract, or in the event of early termination, on the date on which notice pursuant to Clauses 29.1 is served, the Contractor shall not, and shall procure that any of its sub-contractors shall not, in respect of any Relevant Contractor Employee who is at that time assigned in whole or in part to providing the Services, save as required by the terms of any contract of employment, collective agreement, or otherwise by Law, without the prior written approval of the Employer (such approval not to be unreasonably withheld or delayed):
- 30.9.1 vary (or propose or promise to vary) any of the terms and conditions of employment of any such Relevant Contractor Employee or introduce any new customary practice;
 - 30.9.2 make any material changes to the duties of any such Relevant Contractor Employee (including materially reducing or varying the involvement of any employee on the Services);
 - 30.9.3 re-deploy any such Relevant Contractor Employee or transfer any such Relevant Contractor Employee away from working on the Services;
 - 30.9.4 terminate (or serve notice to terminate) the employment of any such Relevant Contractor Employee (other than in response to the relevant employee's gross misconduct, or material breach of contract);
 - 30.9.5 recruit (or make any offer to recruit) or employ any employee, contractor, sub-contractor or consultant to be employed or engaged on the Services;
 - 30.9.6 assign or deploy (or purport or promise to assign or deploy) any person other than the Relevant Contractor Employee to work in whole or in part in the provision of the Services.
- 30.10 The parties acknowledge that the Transfer Regulations may apply upon the termination or expiry of this Contract and the transfer of the provision of the Services to the Employer and/or a Successor Service Provider. In the event that the Transfer Regulations do apply, the parties agree as set out in Clauses 30.10 to 30.16.

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30.11 The Contractor and the Employer shall (and the Employer shall procure that any Successor Service Provider shall) comply fully with their obligations under the Transfer Regulations to inform and consult and:

30.11.1 the Contractor and the Employer shall (and the Employer shall procure that any Successor Service Provider shall) provide reasonable assistance to, co-operate with, and keep each other fully informed regarding any information they propose to give to, or any consultation they propose to have with, the Relevant Contractor Employees and/or their appropriate representatives regarding or in connection with the Transfer Event;

30.11.2 the Contractor shall give reasonable assistance to the Employer and (at the request of the Employer) any Successor Service Provider and such other persons as it or they may determine, to communicate and meet with the Relevant Contractor Employees and appropriate representatives including providing reasonable access during normal business hours to the Relevant Contractor Employees and appropriate representatives; and

30.11.3 the Contractor shall provide the Employer and (at the request of the Employer) any Successor Service Provider with such other reasonable assistance requested by the Employer, to procure the efficient and lawful transfer of any Relevant Contractor Employee.

30.12 Subject to Clause 30.16, the Contractor:

30.12.1 shall be responsible for all emoluments and outgoings in respect of the Transferring Contractor Employees (including all wages, bonuses, commissions, benefits, pension contributions, PAYE, national insurance contributions or otherwise) prior to the Effective Transfer Date; and

30.12.2 covenants with the Employer (for itself and as trustee for any Successor Service Provider) to fully indemnify, defend and hold harmless the Employer and/or any Successor Service Provider for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of the Employer and/or the relevant Successor Service Provider, or otherwise, which the Employer and/or any Successor Service Provider may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any relating to the same.

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30.13 The Contractor shall be liable for and covenants with the Employer (for itself and as trustee for any Successor Service Provider) to fully indemnify, defend and hold harmless the Employer and/or any Successor Service Provider for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of the Employer and/or the relevant Successor Service Provider, or otherwise, which the Employer and/or any Successor Service Provider may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating to any or all of the following:

30.13.1 any claim by any Transferring Contractor Employee in respect of redundancy, unfair dismissal and any other claim whatsoever within the jurisdiction of an employment tribunal, wrongful dismissal, breach of contract, any other claim arising at common law, sex, disability or race discrimination, discrimination on the grounds of sexual orientation, religion, belief or age, equal pay, unlawful deduction from wages, any claim in tort or otherwise (in all cases whether arising under UK or European law) arising out of any act, default or omission of the Contractor or any sub-contractor of the Contractor in relation to the Transferring Contractor Employees prior to the Effective Transfer Date which shall be deemed to include the cessation of the Transferring Contractor Employees' employment with the Contractor or any sub-contractor of the Contractor (as the case may be);

30.13.2 any claim (including any individual employee entitlement under or consequent on such claim) by any employee, trade union or staff association or any other employee representative (whether or not recognised by the Contractor or any sub-contractor of the Contractor in respect of all or any of the Transferring Contractor Employees) within the meaning of the Transfer Regulations arising from or connected with any failure by the Contractor or any sub-contractor of the Contractor to comply with any legal obligation to such trade unions, staff associations or employee representatives within the meaning of the Transfer Regulations under the Transfer Regulations whether such claim arises or has its origin before or after the Effective Transfer Date, save to the extent that any such failure by the Contractor or any sub-contractor of the Contractor has been caused directly or indirectly by the act or omission of the Employer;

30.13.3 any claim by a Transferring Contractor Employee that:

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30.13.3.1 the identity of the Employer or Successor Service Provider is to the detriment of that Transferring Contractor Employee; or

30.13.3.2 that the terms and conditions to be provided by the Employer or Successor Service Provider are to the detriment of that Transferring Contractor Employee (whether such claim arises or has its origin before or after the Effective Transfer Date);

30.14 Where the Employer and/or any Successor Service Provider is entitled to any indemnity from the Contractor, the Employer and/or the relevant Successor Service Provider may at its discretion defend, settle or compromise any claim referred to within the indemnity and the Contractor shall be liable for and covenants with the Employer (for itself and as trustee for any Successor Service Provider) to fully indemnify, defend and hold harmless the Employer and/or any Successor Service Provider for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of the Employer and/or the relevant Successor Service Provider, or otherwise, which the Employer and/or any Successor Service Provider may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating thereto.

30.15 The Employer:

30.15.1 shall be responsible, or shall procure that any Successor Service Provider assumes responsibility, for all emoluments and outgoings in respect of the Transferring Contractor Employees (including all wages, bonuses, commissions, benefits, pension contributions, PAYE, national insurance contributions or otherwise) accruing following the Effective Transfer Date; and

30.15.2 covenants with the Contractor (for itself and as trustee for any sub-contractor of the Contractor) to fully indemnify, defend and hold harmless the Contractor and/or any sub-contractor of the Contractor for and against all and any Losses which the Contractor and/or any sub-contractor of the Contractor may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating to the same.

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30.16 The Employer shall assume, or shall procure that any Successor Service Provider assumes, the outstanding obligations in respect of accrued holiday entitlements and accrued holiday remuneration of the Transferring Contractor Employees to the Effective Transfer Date and in consideration the Contractor shall pay to the Employer or, at the Employer's direction, any Successor Service Provider within fourteen (14) days of the Effective Transfer Date the full amount necessary to enable the Employer or the relevant Successor Service Provider (as the case may be) to meet the cost of providing such holiday entitlements and remuneration after the Effective Transfer Date.

31. PROMPT PAYMENT TO SUB-CONTRACTORS

31.1 Where the Contractor enters into a sub-contract with another person for the purpose of performing the Contract, he shall include a term in the sub-contract which requires payment to be made to that sub-contracted person within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirements.

32. ASSIGNMENT AND SUB-CONTRACTING

32.1 If so instructed by the Employer, the Contractor agrees at any time to enter into a Novation Agreement with Liverpool City Council. The form of the agreement will be provided by the Employer, subject to only such amendments as the Employer shall approve.

32.2 The Contractor shall not assign the benefit or burden of the Contract or any part thereof without the written permission of the Employer.

32.3 The Contractor shall not sub-contract all or any part of the Services hereunder without the express written permission of the Employer.

32.4 No sub-contracting by the Contractor shall in any way relieve the Contractor of any of their responsibilities under the Contract.

32.5 Where the Employer has consented to the placing of sub-contracts, the Contractor must enter into written sub-contracts with each and every sub-contractor and copies of each sub-contract shall be sent to the Employer by the Contractor immediately it is issued.

33. CHANGE OF CONTROL AND OWNERSHIP

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33.1 Without prejudice to any other rights or remedies contained herein, in the event that the Contractor undergoes a Change of Control or ownership then he must notify the Employer's Strategic Representative within thirty (30) days of the intended Change and the Employer's Strategic Representative reserves the right to review this entire Contract and shall be entitled to terminate this Contract within two months of the date of the Change, by giving no less than fourteen (14) days written notice to the Contractor's Strategic Representative of its intention to do so.

34. SEVERABILITY

34.1 Any provision of this Contract which is held to be void, illegal or unenforceable shall to the extent of such invalidity be deemed severable and the offending provisions excluded and the remaining provisions of the Contract will be unaffected by such severance.

35. WAIVER

35.1 The failure of either party to enforce any provision of the Contract at any time shall not affect any future right to enforce any provision and/or require complete performance by the other party, nor shall the waiver of any individual breach of any provision be taken or held to be a waiver of any subsequent breach of that or any other provision.

36. VARIATION

36.1 Save as specifically provided herein, no amendment or modification of any of the provisions of this Contract or the rights or obligations of the parties shall be valid unless it is agreed in writing and signed by the Employer's Strategic Representative and the Contractor's Strategic Representative and specifically refers to this Contract.

37. CURRENT REMEDIES

37.1 The rights of remedy available to either party shall include both the rights or remedies contained in this Contract and those available under English Law. These rights or remedies may be enforced concurrently.

38. NOTICES

38.1 Any notice given in connection with the Contract may be sent by hand or by first-class post or by registered post or by the recorded delivery service.

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38.2 Any notice or other communication shall be deemed to be given to and received by the addressee:

38.2.1 at the time the same is left at the address of or handed to a representative of the party to be served on a Working Day, and if not on the next Working Day; and

38.2.2 by post on the second Working Day following the date of posting.

39. ASSOCIATED RESPONSIBILITIES

39.1 The Employer will inform their clients of the Contractor's role and the Contractor may be approached and appointed directly by the Employer's clients to undertake additional services the same as or similar to the Services provided to the Employer hereunder as preferred supplier.

39.2 Nothing in a Contract is intended to confer on any person any right to enforce any Condition of a Contract which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

39.3 For the avoidance of doubt, the Employer shall have no contractual obligation or any liability whatsoever to the Contractor for the actions or inactions of the Employer's clients or any other third party with whom the Contractor enters into contract with for these Services.

40. FORCE MAJEURE

40.1 Neither party shall be liable for any delay or failure in performing its obligations under this Contract as a result of a Force Majeure Event.

41. GOVERNING LAW

41.1 These Conditions shall be governed by and construed in accordance with English law and the Contractor hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction shall not, and shall not be construed so as to limit the right of the Employer to take proceedings against the Contractor in any other course of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.