****

Date: 18 August 2022

**Service and Maintenance of Lifting and Hoisting Equipment**

Following your tender/ proposal for the supply of the service and maintenance of lifting and hoisting equipment we are pleased confirm our intention to award this contract to you.

The attached contract details ("Order Form"), contract conditions and the Annexes set out the terms of the contract between Secretary of State for the Home Department for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by signing and returning the Order Form to Annamaria Cassella-Hall at the above address within **7** days from the date of this Order Form. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

We will then arrange for Order Form to be countersigned which will create a binding contract between us.

Yours faithfully,

Border Force

# Order Form

|  |  |  |
| --- | --- | --- |
| **Buyer** | Secretary of State for the Home Department acting through Border Force | |
| **The Contract** | The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and any [***Annex/Annexes***].  Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.  In the event of any conflict between this Order Form and the Conditions, this Order Form shall prevail.  Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Buyer and may delay conclusion of the Contract. | |
| **Deliverables** | **Goods**  **Services** | [None]  Service and Maintenance of lifting and hoisting equipment  To be performed between:  UK and Coquelles in Northern France. |

|  |  |
| --- | --- |
| **Term** | The Term shall commence on  29 April 2022  and the Expiry Date shall be  29 April 2024  Unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.  The Buyer may extend the Contract for a period of up to 12 months by giving not less than 10 Working Days’ notice in writing to the Supplier prior to the Expiry Date. The Terms and conditions of the Contract shall apply throughout any such extended period |
| **Charges** | The Charges for the Deliverables shall be as set out below in Annex 2. |
| **Payment** | All invoices must be sent, quoting a valid purchase order number (PO Number), to: hosupplierinvoices@homeoffice.gov.uk; or;Home Office Shared Service Centre PO Box 5015 Newport NP20 9BB Within 7 Working Days of receipt of your countersigned copy of this letter, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.  To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.  If you have a query regarding an outstanding payment, please contact our Accounts Payable section either by email to  [finance-ap-enquiries@homeoffice.gov.uk](mailto:finance-ap-enquiries@homeoffice.gov.uk)  or call 0345 010 0125  between 09:00-17:00 Monday to Friday. |

|  |  |  |
| --- | --- | --- |
| **Key Personnel** | Not Applicable | Not Applicable |
| **Procedures and Policies** | For the purposes of the Contract the security requirements and vetting procedures may be found below: <https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/710816/HMG-Security-Policy-Framework-v1.1.doc.pdf>  The Buyer may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check.  The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or  engaged in the provision of any part of the Deliverables. | |

**Annex 1 – Specification**

1. **PURPOSE**
   1. The requirement is for a scheduled servicing and reactive maintenance provision for all lifting and hoisting equipment that is owned and utilised by the Buyer throughout the UK and Northern France.

**2. BACKGROUND TO THE CONTRACTING AUTHORITY**

2.1 Border Force is a law enforcement command within the Home Office. Border Force secures the border and promotes national prosperity by facilitating the legitimate movement of individuals and goods, whilst preventing those that would cause harm from entering the UK. This is achieved through the immigration and customs checks carried out by our staff at ports.

2.2 Border Force is responsible for:

2.2.1 checking the immigration status of people arriving in and departing the UK;

2.2.2 searching baggage, vehicles and cargo for illicit goods or concealed migrants.

2.3 Border Force officers utilise lifting and hoisting equipment at various UK airports and ports, including the juxtaposed ports of Calais, Coquelles and Dunkerque in Northern France. The use of the equipment is necessary to support front-line staff when performing searching or off-loading activities.

**3. OVERVIEW OF THE REQUIREMENT**

3.1 A Scheduled Servicing, Planned Maintenance and Reactive Repair provision is required to ensure that all lifting and hoisting equipment owned by the Buyer remains fully operational and complies with relevant Health and Safety legislation and insurance requirements. Without this provision, the Buyer and its staff would not be able to use the equipment safely or legally.

**4. DEFINITIONS**

|  |  |
| --- | --- |
| **Expression or Acronym** | **Definition** |
| **The Buyer** | The Secretary of State for the Home Department acting through Border Force |
| **OEM** | Original Equipment Manufacturer. |
| **Planned Maintenance** | means planned repairs and additional preventive maintenance outside of servicing, but not for unexpected fault or repairs. |
| **Port Buyer** | means the Buyer in charge/ control of the individual port where the high-speed doors are located. |
| **Reactive Repairs** | means un-planned maintenance as a result of an unexpected failure that needs diagnosing and repair/ replacement. |
| **Scheduled Servicing** | means servicing performed at regular scheduled intervals as recommended by the door manufacturer. |
| **Service Request** | A call made by the Buyer to request or instruct the Supplier to undertake work |
| **The Supplier** | Means any supplier that is subsequently contracted into delivering the service and/ or goods; |
| **URN** | Unique Reference Number |

**5. SCOPE OF REQUIREMENT**

5.1 **In Scope – Mandatory Requirements**

5.1.1 Scheduled Servicing, Planned Maintenance and Reactive Repair of all lifting and hoisting equipment owned by the Buyer in line with LOLER and PUWER legislation;

5.1.2 Assurance that, for a period of 90 calendar days of completion of servicing and maintenance, all lifting and hoisting equipment meets relevant UK and EU regulations and legislation;

5.1.3 Assurance that, on completion of servicing and maintenance, all equipment is operational;

5.1.4 Thaton completion of servicing and maintenance, the lifting and hoisting equipment meets OEM specifications.

5.1.5 That all servicing and maintenance are carried out within scope of any risk assessment, health and safety or security requirements stipulated by the relevant Port or the Buyer;

5.1.6 Meet all security requirements and hold necessary insurance, operational permits and required documentation for port access as detailed in clause 14;

5.1.7 The provision of fully trained and suitably qualified Engineers to undertake servicing and maintenance;

5.1.8 Reporting to be provided to the Buyer, which includes as a minimum:

5.1.8.1 Serial number, manufacturer and model of the equipment;

5.1.8.2 Date of work completed, Service or Maintenance;

5.1.8.3 Engineers name;

5.1.8.4 Buyer contact details (at Port);

5.1.8.5 Confirmation equipment is suitable for use against current legislation;

5.1.8.6 Confirmation that equipment is left operational or maintenance action is complete;

5.1.8.7 Details of any issues or defects;

5.1.8.8 Recommendations as to and immediate or remedial action that should be taken by the Buyer;

5.1.8.9 Clear identification system (RAG) within the Engineer’s report to assist the Buyer with the prioritisation of any issues or defects.

5.1.9.0 The Contractor will provide the Buyer with a completion certificate for each Service/Maintenance visit. This is to include both electronic and hard copies to be provided and available at the request of the Buyer.

5.1.10 The provision of a scale of charges.

5.2 **In Scope – Non-Mandatory Requirements**

5.2.1 Service and Maintenance of additional lifting and hoisting equipment may be agreed by the parties in writing at different UK and non-UK sites in the future.

5.3 **Out of Scope**

5.3.1 Inspection and certification of lifting and hoisting equipment owned by the Buyer;

5.3.2 Inspection and certification of lifting and hoisting equipment not owned by the Buyer.

**6. THE REQUIREMENT**

6.1 Scheduled servicing planned maintenance and reactive repairs of all lifting and hoisting equipment owned by The Buyer at all Ports in the UK and (subject to clause 6.1(A) and 6.1(B) below) the juxtaposed ports of Northern France.

6.1 (A) If required, the Buyer shall (at its sole cost) be responsible for arranging the relevant work permits to enable the Contractor’s engineers to carry out the Services in any country outside of the UK.

6.1 (B) Where applicable, the Buyer shall (at its sole cost) be responsible for making the necessary arrangements required by the Eurotunnel site and safety regulations (CAT-F) in order to enable the Contractor’s engineers to access the site for the purpose of carrying out the Services.

6.1 (C) The Contractor may, without notice or liability to the Buyer, suspend all or part of the Services delivered to any country outside of the UK if the Buyer fails to comply with clauses 6.1(A) and 6.1(B) above.

6.1(D) The Buyer shall notify the Contractor as soon as a work permit has been granted in respect of each of the Contractor’s engineers.

6.1 (E) The parties shall both ensure that the Contractor’s engineers do not attend the sites to carry out the Services without the required work permit.

6.2 It is necessary that all lifting and hoisting equipment is fully maintained in line with LOLER and PUWER legislation so that it remains safe and operational. Therefore, the scheduled servicing and reporting is paramount to the early identification of issues and defects, facilitating planned repairs and maintenance. The minimum Service requirements are:

6.2.1 At least every 6 months if an accessory for lifting;

6.2.2 At least once every 6 months if used for lifting people;

6.2.3 At least once every 12 months for other lifting equipment;

6.2.4 After any exceptional circumstances which are likely to jeopardised the safety of lifting equipment;

6.2.5 In accordance with an examiners scheme, manufacturers instructions or safety case.

6.3 Each Port may have one or more types of lifting and hoisting equipment that is owned by the Buyer. A comprehensive list may be found in Attachment 4 – Pricing Schedule.

6.4 The Contractor will be expected undertake the Scheduled Servicing, Planned Maintenance and Reactive Repairs of all equipment at all Buyer locations.

6.5 Different ports experience different environmental factors/usage that may impact on the deterioration of equipment. Subsequently, the frequency of Servicing, Maintenance and Repairs required at each Port may vary, depending on the individual environmental conditions (e.g. seaport environment) and frequency of use. The Contractor will be expected to schedule the frequency of maintenance visits to account for this.

6.6 The lifting and hoisting equipment is required 24/7 365 (366) days a year and is a critical component in supporting Border Force frontline and operational activity.

6.7 It is necessary that all lifting and hoisting equipment is fully maintained so that it remains safe and operational. Therefore, the regular servicing and reporting is paramount to the early identification of issues and defects, facilitating Planned Maintenance and avoiding unnecessary Reactive Repairs.

6.8 The Contractor will be expected to bring to the attention of The Buyer all defects, technical/ reliability issues and perceived risks of any of the lifting and hoisting equipment in use.

6.9 The Buyer requires a 2+1-year contract

**6.10 Standards & Practices**

6.11 The Contractor will be fully conversant with the relevant sections of PUWER (Provision and Use of Work Equipment Regulations 1998), Codes of Practice and Guidance in relation to lifting and hoisting.

6.12 The Contractor will be fully conversant with the relevant sections of LOLER (Lifting Operations and Lifting Equipment Regulations 1998), Codes of Practice and Guidance.

6.13 The Contractor will be familiar with the relevant parts of the Health & Safety at Work Act and HSE guidance.

6.14 The Contractor will be proficient in the use of ISO 9001 and ISO 14001.

6.15 LEEA Code of Practice for the Safe Use of Lifting Equipment (COPSULE).

6.16 The Contractor’s engineers will hold a relevant LEEA Accreditation or equivalent; or; demonstrate equivalent levels of competence;

**6.17 Health and Safety**

6.18 Access to some parts of the lifting equipment may require working at height and may require plant machinery (mobile platforms/ cherry pickers). The Contractor will need to supply any additional plant or equipment to undertake any work at the Buyer’s sole cost.

6.19 Where necessary, the Contractor’s engineers should possess the necessary certifications for working at height, such as a Powered Access License or Mobile Elevating Work Platform (MEWP).

6.20 All on site working will need to conform with specific port health and safety and security requirements. Where necessary, this will include being willing to undertake the port operator’s Health and Safety training prior to commencement of any work.

6.21 The Contractor will be required to familiarise themselves with local risk assessments at the various Ports to the extent that such risk assessments have been provided by the Buyer to the Contractor;

6.22 The Contractor is required to provide all necessary PPE. The Buyer will provide access to appropriate welfare facilities. Where available, the Buyer shall provide on request access to other services including, but not limited to, mains electricity.

**6.23 Pandemic/Covid-19;**

6.24 It may be necessary for the Contractor’s engineers to carry additional items of PPE (masks, visors, gloves, hand sanitiser etc) to meet Port and other regional H&S requirements.

6.25 The Contractor’s engineers must adhere to all social-distancing regulations and any further safety directions given by local Border Force officers at the time of visit.

6.26 For travel to Northern France, additional Covid-19-related travel requirements may be necessary BEFORE the Contractor’s engineers travel. This is the responsibility of the Contractor, and the Buyer takes no responsibility for the Contractor’s obligations to meet these requirements. For further information, please see here: <https://www.gov.uk/travel-abroad>.

**6.27 Engineering Servicing or Maintenance Visits**

6.28 The Contractor is to provide to and agree with the Buyer a schedule of servicing and planned maintenance visits to cover a minimum of three months in advance. This schedule is to be produced before the end of each month to ensure that site visits and servicing visits are always planned a minimum of three months in advance. The schedule is to be produced from the contract start date shall include where possible, Engineer name and contact details, arrival, and departure times, estimated time for completion of work.

6.29 Any contact and requests raised by the Buyer should be acknowledged, fully receipted and provide auditable timelines of service delivery.

6.30 The Contractor must provide the Buyer with a unique reference number for each Service and Maintenance visit that allows the Buyer to track the service with the Contractor.

**7 KEY MILESTONES AND DELIVERABLES**

|  |  |  |
| --- | --- | --- |
| **Milestone/ Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Contract review meetings | Within week 5 and monthly thereafter for the entirety of the contract. |

**8. MANAGEMENT INFORMATION/REPORTING**

8.1 Contractor will provide the Buyer with monthly invoices, together with a backing sheet that provides a breakdown of all the scheduled servicing, planned and preventative maintenance, repairs, service requests and relevant service credits.

8.2 The Buyer will evaluate the management information supplied and notify the Contractor of any disputed elements of the management information within 10 working days of receipt.

8.3 Any disputes or areas of dissatisfaction between the Buyer and the Contractor regarding the conduct of the day-to-day business will be settled if possible between appointed representatives. If this matter cannot be resolved at this level it will be escalated in accordance with clause 33 of the Short Form Terms (Resolving Disputes).

8.4 The Contractor shall not sub-contract any portion of the ordered work without the prior written consent of the Buyer. Sub-contracting any part of the ordered work shall not relieve the Contractor of any obligation or duty attributable to him under the agreement.

**9. VOLUMES**

9.1 The Contractor will be required to provide the Buyer with a schedule of Service and Planned Maintenance visits for each item of lifting/hoisting equipment and set out the frequency of Service and Maintenance visits so that they ensure that all equipment of safe and is in line with UK and EU legislation and regulations and Port risk assessments.

9.2 Demand for this requirement may be impacted by external factors that remain outside the control of The Buyer. No guarantee can be given in relation to volumetrics.

9.3 The Buyer reserves the right to request the addition of new sites to the agreement, subject to business needs. Notwithstanding the foregoing, no new sites shall be added to the agreement unless otherwise agreed by the Contractor in writing.

9.4 Provided the Buyer has experienced a significant and unforeseeable decrease in the volume of its business which results in the Buyer no longer requiring the Services for the equipment, the Buyer may remove sites from the agreement subject to business needs. The Buyer shall give the Contractor at least 30 days’ notice under such circumstances. For the avoidance of doubt, if the Buyer continues to have a requirement for the Services at a particular site, the Buyer shall not be entitled to remove such site from the agreement.

**10. CONTINUOUS IMPROVEMENT**

10.1 If the Buyer has identified issues with the Services, the Contractor and the Buyer should consider and agree on any improvements that the Contractor should make to the way in which the required Services are to be delivered throughout the Contract duration based in feedback from the Buyer.

10.2 If the Contractor has considered new ways of working with the Buyer, the Contractor should present this to the Buyer during quarterly Contract review meetings.

10.3 The Contractor will make itself available for a scheduled meeting at the request of the Customer within 14 calendar days or as soon as reasonably practicable.

10.4 Changes to the way in which the Services are to be delivered must be brought to the Buyer’s attention and, unless such changes are required in order to comply with law, such changes must be agreed by the Buyer prior to any changes being implemented.

**11. QUALITY**

11.1 Subject to the Buyer’s obligations under clause 6.1(A) to 6.1(C), the Contractor’s engineers must hold all necessary qualifications, licenses and insurances required by law to operate within all ports where such engineer is providing the Services (United Kingdom and France).

11.2 The Contractor shall provide details of these qualifications, licenses, and insurances to the Buyer and upon request.

**12. STAFF AND CUSTOMER SERVICE**

12.1 The Contractor shall ensure that all employees and Engineers shall obey all lawful instructions and reasonable directions of the Buyer and provide the Service in accordance with the terms of this Agreement.

12.2 When visiting sites in France, the Contractor and its Engineers shall secure their vehicle appropriately to prevent persons using them to enter the UK illegally in compliance with the following guidance: https://www.gov.uk/guidance/secure-your-vehicle-to-help-stop-illegalimmigration

12.3 Contractors shall comply with all reasonable requirements of the Buyer concerning conduct at the Buyer’s or port premises.

12.4 The Contractor’s staff and engineers assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

12.5 The Contractor shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver the Services in accordance with the terms of this Agreement.

**13. SERVICE LEVELS AND PERFORMANCE**

13.1 The Buyer and the Contractor will agree Key Performance Indicators (KPI’s) which will be used as indicators of the success of the Contractor meeting the Buyer’s requirement. The Buyer will measure the quality of the Contractor’s delivery by:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| KPI/SLA | Service Area | KPI/SLA description | Target | Consequence |
| 1 | Delivery | To ensure that all Lifting and Hoisting Equipment is Serviced and Maintained within OEM and H&S recommendations. | 100% | 7% Service Credit of previous months’ total service/maintenance– 1-7 days overdue;17% Service Credit of previous months’ total service/maintenance 8-14 days overdue21% Service Credit of previous months’ total service/maintenance 15-21 days overdueCritical Service Failure – 22 days onwards |
| 2 | Planning | The Buyer is provided with a rolling schedule of Service/Maintenance visits for the forthcoming months before each month end. | 90% | 1% Service Credit of previous months total service/ maintenance visits – 1-7 days overdue;2% Service Credit of previous months total service/ maintenance – 8-14 days overdue;3% Service Credit of previous months total service/ maintenance – 15-21 days overdue;Critical Service Failure – 22 days onwards |
| 3 | Reporting | Management Information to be supplied to the Buyer within 7 days of being requested | 90% | 1% Service Credit of previous months total service/ maintenance – 1-7 days overdue;2% Service Credit of previous months total service/ maintenance – 8 - 14 days overdue;3% Service Credit of previous months total service/ maintenance – 15 - 21 days overdue;Critical Service Failure – 22 days onwards |

**13. Critical Service Failure**

13.3 A Critical Service Failure is defined as any occurrence where the Contractor fails to meet the service performance required, as set out in the Key Performance Indicators within 13.1, where it is specified as a Critical Service Failure; or; where there is continually poor levels of performance by the Contractor, regardless whether or not the performance falls outside the service credit regime.

13.4 Continual poor levels of performance will be defined as any service failure resulting in a service credit on more than three (3) consecutive occasions.

13.5 Following any Critical Service Failure an improvement plan must be provided by the Contractor within 10 working days of an improvement plan being requested. Such improvement plan shall only be implemented to the extent that it is agreed by the Buyer.

13.6 On the occurrence of a Critical Service Level Failure:

(a) Any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and;

(b)the Buyer shall (subject to the agreed Service Credit detailed in the table in clause 13.1) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Contractor in respect of that Service Period.

13.9 Failure to provide, adhere to, or, deliver against an agreed improvement plan within the agreed timescales will entitle the Buyer to terminate the Agreement on giving at least 30 days’ prior written notice. .

**14. SECURITY AND CONFIDENTIALITY REQUIREMENTS**

14.1 All Engineers attending site must hold valid employment check as a minimum. Unless otherwise agreed, the Supplier shall arrange the employment check vetting, at its sole cost and provide the Home Office with a copy of each DBS certificate upon request. All details will be held within the Home Office vetting database.

14.2 Each port operator has its own specific security requirements and may (at the sole cost of the Buyer) require additional vetting/ security procedures. It is the responsibility of the Buyer to arrange the necessary security requirements for each of the Contractor’s engineers and to organise the relevant permits and passes to obtain access.

14.3 Some ports will require Counter Terrorism vetting before Engineers are allowed on site. For this to be achieved, forward planning of visits remains essential.

14.4 The Contractor agrees to provide the Buyer and the relevant ports with the names, details and any relevant information of new engineers prior to them commencing any work on site in order to fulfil all security requirements.

14.5 The Contractor is responsible for providing the Buyer with all requested information to fulfil any vetting requirements. The Buyer is responsible (at its sole cost) for processing any CT vetting if necessary. This may take between 4-8 weeks to process. The Contractor shall not be liable for any delays in performing its obligations under this agreement to the extent that such delays are caused by the Buyer’s vetting process.

14.6 The Contractor is responsible for providing the various ports with all requested information to fulfil and security requirements. Some ports may process their own vetting and upon successful completion, issuing a pass. This can take up to 4 weeks.

14.7 The Contractor must take reasonable steps to ensure that the security vetting of its staff is likely to be achieved before appointment to the service so not to impede the running of the service.

14.8 The Contractor must inform the Buyer of any changes in circumstances or new convictions of its engineers or staff employed on the service (to the extent that it becomes aware of such convictions) that is likely to affect their security clearance or ability to undertake the service;

14.9 The Contractor must notify the Buyer immediately of any incident or breach of security, which has taken place in relation to its staff.  Incidents or breaches of security include but are not limited to - working without appropriate clearance, access to unauthorised areas and information, accidents.

14.10 The Buyer (acting reasonably) reserves the right to instruct the Contractor to remove any individual from working on this contract or on any of the Buyer’s premises. The Buyer does not have to divulge the reasons associated to this request. Notwithstanding the foregoing, the Buyer shall pay for any work carried out by the removed individual up until the date of removal.

14.11 All Contractor’s Engineers and staff should be easily identifiable to the Buyer.

14.12 The Contractor must ensure that all engineers employed on the Service carry a valid Driving License, valid passport and all necessary travel and insurance documentation when travelling to sites in France (Eurotunnel).

14.13 The Buyer shall provide, and the Contractor and its engineers shall familiarise itself with and at all times observe any security requirements, Health and Safety legislation, and by-laws applying to all Buyer/ port sites in France and the UK.

14.14 The Contractor shall, as directed by any port Buyer, be required to adhere to any security and health and safety requirements.

**15. PAYMENT AND INVOICING**

15.1 The Buyer shall pay the Charges as set out below in Annex 2. Before the Contractor commences work the Contractor must obtain financial approval from the Buyer by way of a Purchase Order;

15.2 Should the scope of work change once work has commenced, the Contractor must inform the Buyer to seek approval for any additional works/ costs. Any work undertaken without financial approval is deemed as working at risk and the Buyer do not accept any liability for costs the Contractor will incur.

15.3 All invoices must clearly identify the building, location and lifting and hoisting equipment where work/servicing/maintenance visits have been completed. In addition, all invoices must include a valid Purchase Order (PO) number and the scope of works undertaken.

15.4 All invoicing will be in arrears in the format requested by the buyer.

15.5 Invoices to be submitted within 7 days, at the end of each month. Notwithstanding the foregoing and subject to clause 15.8, the Buyer shall be obligated to pay the Contractor for any completed Services covered by any invoice if the Contractor presents the invoice to the Buyer more than 7 days at the end of each month. All invoices should be sent, quoting a valid purchase order number in advance of the first invoice to: hosupplierinvoices@homeoffice.gov.uk; or;

15.6 Home Office Shared Service Centre PO Box 5015 Newport NP20 9BB

15.7 To avoid delay in payment the invoice must be compliant and must include the PO number and the details (name and telephone number) of the Buyer contact (ie Contract Manager). Non-compliant invoices will be returned.

15.8 In the event of an invoice not submitted within 60 days following the approval of the management information, the Buyer reserves the right to refuse to pay the invoice where there are no exceptional circumstances.

**16. CONTRACT MANAGEMENT & MANAGEMENT INFORMATION**

16.1 The Contractor shall provide monthly key performance indicator reports and other information in relation to work undertaken and planned that will be required to measure the Service Credit Regime as reasonably directed by the Buyer.

16.2 Management Information will be sufficiently detailed to allow the Buyer to clearly identify a breakdown of costs (materials, labour, travels & subsistence, management charges);

16.3 Management information will be presented in such a way that it can be clearly understood by The Buyer, facilitating a breakdown of individual Services, Planned Maintenance and Reactive Repairs of each item of equipment.

16.4 Each party shall bear its own costs in relation to attendance at Contract Review meetings.

16.5 Both the Buyer and the Contractor are to appoint key personnel to manage the day-to-day running of the contract to ensure compliance and a good working relationship exists.

16.6 Formal account manager meetings are to take place once a month or more frequent if there are specific issues to address between the two parties.

16.5 The Buyer will be responsible for producing agenda items and agreed action point minutes.

**Short form Terms**

## Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

|  |  |
| --- | --- |
| **"Central Government Body"** | means a body listed in one of the following sub- categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:   1. Government Department; 2. Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); 3. Non-Ministerial Department; or 4. Executive Agency; |
| **"Charges"** | means the charges for the Deliverables as specified in the Order Form; |
| **"Confidential Information"** | means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or  (iii) ought reasonably to be considered by the receiving Party to be confidential; |
| **"Contract"** | means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier’s counter signing the Order Form and includes the Order Form and Annexes; |
| **"Controller"** | has the meaning given to it in the GDPR; |
| **"Buyer"**  **"Date of**  **Delivery"** | means the person identified in the letterhead of the Order Form;  means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form; |
| **"Buyer Cause"** | any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation  to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier; |
| **"Data**  **Protection Legislation"** | (i) the GDPR, the LED and any applicable national  implementing Laws as amended from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing |

|  |  |
| --- | --- |
|  | of personal data and privacy; (iii) all applicable Law about the  processing of personal data and privacy; |
| **"Data Protection Impact Assessment"** | an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data; |
| **"Data Protection Officer"** | has the meaning given to it in the GDPR; |
| **"Data Subject"** | has the meaning given to it in the GDPR; |
| **"Data Loss Event"** | any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal  Data in breach of this Contract, including any Personal Data Breach; |
| **"Data Subject Access Request"** | a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data; |
| **"Deliver"** | means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific arrangements agreed in accordance with Clause [ ]. Delivered and Delivery shall be  construed accordingly; |
| **"Existing IPR"** | any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise); |
| **"Expiry Date"** | means the date for expiry of the Contract as set out in the Order Form; |
| **"FOIA"** | means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation  to such legislation; |
| **"Force Majeure Event"** | any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds; |

|  |  |
| --- | --- |
| **"GDPR"** | the General Data Protection Regulation (Regulation (EU)  2016/679); |
| **"Goods"** | means the goods to be supplied by the Supplier to the Buyer under the Contract; |
| **"Good Industry Practice"** | standards, practices, methods and procedures conforming to the law and the exercise of 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 within the relevant industry or business sector; |
| **"Government Data"** | a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process,  store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller; |
| **"Information"** | has the meaning given under section 84 of the FOIA; |
| **"Information Commissioner"** | the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by  public bodies; |
| **"Insolvency Event"** | in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers  any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction; |
| **"Key Personnel"** | means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in  writing; |
| **"LED"** | Law Enforcement Directive (Directive (EU) 2016/680); |
| **"New IPR"** | all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR; |
| **"Order Form"** | means the letter from the Buyer to the Supplier printed above these terms and conditions; |
| **"Party"** | the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them; |
| **"Personal Data"** | has the meaning given to it in the GDPR; |

|  |  |
| --- | --- |
| **"Personal Data Breach"** | has the meaning given to it in the GDPR; |
| **"Processor"** | has the meaning given to it in the GDPR; |
| **"Purchase Order Number"** | means the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract; |
| **"Regulations"** | the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context  requires) as amended from time to time; |
| **"Request for Information"** | has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply); |
| **"Services"** | means the services to be supplied by the Supplier to the Buyer under the Contract; |
| **"Specification"** | means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form; |
| **"Staff"** | means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s  obligations under the Contract; |
| **"Staff Vetting Procedures"** | means vetting procedures that accord with good industry practice or, where applicable, the Buyer’s procedures for the vetting of personnel as provided to the Supplier from time to  time; |
| **"Subprocessor"** | any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract; |
| **"Supplier Staff"** | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier’s obligations  under a Contract; |
| **"Supplier"** | means the person named as Supplier in the Order Form; |
| **"Term"** | means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended in accordance with clause [ ] or terminated in accordance with the terms and conditions of the Contract; |
| **"US-EU Privacy Shield Register"** | a list of companies maintained by the United States of America Department for Commence that have self-certified their commitment to adhere to the European legislation relating to the processing of personal data to non-EU countries which is available online at: https://[www.privacyshield.gov/list;](http://www.privacyshield.gov/list%3B) |

|  |  |
| --- | --- |
| **"VAT"** | means value added tax in accordance with the provisions of the Value Added Tax Act 1994; |
| **"Workers"** | any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://[www.gov.uk/government/publications/procurement-](http://www.gov.uk/government/publications/procurement-) policynote-0815-tax-arrangements-of-appointees) applies in  respect of the Deliverables; |
| **"Working Day"** | means a day (other than a Saturday or Sunday) on which  banks are open for business in the City of London. |

## Understanding the Contract

In the Contract, unless the context otherwise requires:

* 1. references to numbered clauses are references to the relevant clause in these terms and conditions;
  2. any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
  3. the headings in this Contract are for information only and do not affect the interpretation of the Contract;
  4. references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
  5. the singular includes the plural and vice versa;
  6. a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and
  7. the word ‘including’, "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

## How the Contract works

* 1. The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
  2. The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
  3. The Supplier warrants and represents that its proposal and all statements made and submitted related to this Agreement are and remain true and accurate.

## What needs to be delivered

### All Deliverables

* + 1. The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don’t conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all applicable law.
    2. The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

### Goods clauses

* + 1. All Goods delivered must be new, or as new if recycled, unused and of recent origin.
    2. All manufacturer warranties covering the Goods will survive the end of the agreement and will be honored by the Supplier.
    3. The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.
    4. Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.
    5. The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.
    6. The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.
    7. The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.
    8. All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.
    9. The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.
    10. The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.
    11. The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.
    12. The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.
    13. The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its sub-suppliers in accordance with Section 12 (How much you can be held responsible for) of this Agreement.

### Services clauses

* + 1. A Critical Service failure, as set out in Paragraph 13.9 of Annex 2 (Specification) will be a default of the Contract.
    2. The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.
    3. The Buyer must provide the Supplier with reasonable access to its premises and other facilities as required by the Supplier at reasonable times for the purpose of supplying the Services
    4. The Supplier must at its own risk and expense provide all equipment required

to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.

* + 1. The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
    2. The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.
    3. On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in the same condition it was in on commencement of the Services and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.
    4. The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality.
    5. The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

## Pricing and payments

* 1. In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.
  2. All Charges:
     1. exclude VAT, which is payable on provision of a valid VAT invoice;
     2. include all costs connected with the supply of Deliverables.
  3. The Buyer must pay the Supplier the charges within 30 days (the Payment Terms) of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form. If the Buyer reasonably raises a query with respect to an invoice, the Buyer must notify the Supplier in writing and provide details as to the nature of its query. The Parties shall liaise with each other and agree a resolution to such a query within thirty (30) days of the query being raised. In the event that the Parties are unable to resolve the query within 30 days, the Parties shall revert to all options available to each party under the Contract*.*
  4. A Supplier invoice is only valid if it:
     1. includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;
     2. includes a detailed breakdown of Deliverables which have been delivered (if any).
  5. If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount within the Payment Terms. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause [11.6](#_bookmark12). Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause [33](#_bookmark33).
  6. The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.
  7. The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

## The Buyer's obligations to the Supplier

* 1. The Buyer shall:
     1. provide the Supplier’s employees, agents and/or subcontractors with a safe working area for the purposes of carrying out the Services.
  2. If Supplier fails to comply with the Contract as a result of a Buyer Cause:
     1. the Buyer cannot terminate the Contract under clause 11;
     2. the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;
     3. the Supplier is entitled to additional time needed to deliver the Deliverables;
     4. the Supplier cannot suspend the ongoing supply of Deliverables.
  3. Clause [6.2](#_bookmark2) only applies if the Supplier:
     1. gives notice to the Buyer within 10 Working Days of becoming aware;
     2. demonstrates that the failure only happened because of the Buyer Cause;
     3. mitigated the impact of the Buyer Cause.

## Record keeping and reporting

* 1. The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.
  2. The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.
  3. The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.
  4. The Supplier must provide information to the auditor and reasonable co-operation at their request.
  5. If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
     1. tell the Buyer and give reasons;
     2. propose corrective action;
     3. provide a deadline for completing the corrective action.
  6. If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
     1. require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand
     2. if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

## Supplier staff

* 1. The Supplier Staff involved in the performance of the Contract must:
     1. be appropriately trained and qualified;
     2. be vetted using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form.
     3. comply with all conduct requirements when on the Buyer's premises.
  2. Where a Buyer decides one of the Supplier's Staff isn’t suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
  3. If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.
  4. The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
  5. The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
  6. The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:
     1. requested to do so by the Buyer (not to be unreasonably withheld or delayed);
     2. the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or
     3. the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

## Rights and protection

* 1. The Supplier warrants and represents that:
     1. it has full capacity and authority to enter into and to perform the Contract;
     2. the Contract is executed by its authorised representative.
     3. it is a legally valid and existing organisation incorporated in the place it was formed;
     4. there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
     5. it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;
     6. it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
     7. it is not impacted by an Insolvency Event.
  2. The warranties and representations in clause [9.1](#_bookmark3) are repeated each time the Supplier provides Deliverables under the Contract.
  3. The Supplier indemnifies the Buyer against each of the following:
     1. wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;
     2. non-payment by the Supplier of any tax or National Insurance.
  4. If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.
  5. All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

## Intellectual Property Rights (IPRs)

* 1. Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub- licensees to both:
  2. receive and use the Deliverables;
  3. use the New IPR.
  4. Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.
  5. Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
  6. Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause [10](#_bookmark4) or otherwise agreed in writing.
  7. If any claim is made against the Buyer for actual or alleged infringement of a third party’s intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
  8. If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:
     1. obtain for the Buyer the rights in clauses [10.1](#_bookmark5) and [10.2](#_bookmark6) without infringing any third party intellectual property rights;
     2. replace or modify the relevant item with substitutes that don’t infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

## Ending the contract

* 1. The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.
  2. The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

### Ending the Contract without a reason

### The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause [11.5(b)](#_bookmark9) to [11.5(g)](#_bookmark11) applies.

### When the Buyer can end the Contract

* + 1. If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:
       1. there's a Supplier Insolvency Event;
       2. if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;
       3. if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
       4. there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
       5. if the Buyer discovers that the Supplier was in one of the situations in 57
          1. or 57(2) of the Regulations at the time the Contract was awarded;
       6. the Court of Justice of the European Union uses Article 258 of the Treaty on the Functioning of the European Union (TFEU) to declare that the Contract should not have been awarded to the Supplier because of a serious breach of the TFEU or the Regulations;
       7. the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.
    2. If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause [11.5(b)](#_bookmark9) to [11.5(g)](#_bookmark11) applies.

### What happens if the Contract ends

Where the Buyer terminates the Contract under clause [11.4(a)](#_bookmark8) all of the following apply:

* + 1. the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;
    2. the Buyer's payment obligations under the terminated Contract stop immediately;
    3. accumulated rights of the Parties are not affected;
    4. the Supplier must promptly delete or return the Government Data except where required to retain copies by law;
    5. the Supplier must promptly return any of the Buyer's property provided under the Contract;
    6. the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and

re-procurement;

* + 1. the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

### When the Supplier can end the Contract

* + 1. The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
    2. If a Supplier terminates the Contract under clause [11.6(a)](#_bookmark13):
       1. the Buyer must promptly pay all outstanding charges incurred to the Supplier;
       2. the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;
       3. clauses [11.5(d)](#_bookmark10) to [11.5(g)](#_bookmark11) apply.

### Partially ending and suspending the Contract

* + 1. Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.
    2. The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
    3. The Parties must agree (in accordance with clause [24](#_bookmark27)) any necessary variation required by clause [11.7](#_bookmark14), but the Supplier may not either:
       1. reject the variation;
       2. increase the Charges, except where the right to partial termination is under clause [11.3](#_bookmark7).
    4. The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause [11.7](#_bookmark14).

## How much you can be held responsible for

* 1. Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
  2. No Party is liable to the other for:
     1. any indirect losses;
     2. loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
  3. In spite of clause [12.1](#_bookmark15), neither Party limits or excludes any of the following:
     1. its liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors;
     2. its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;
     3. any liability that cannot be excluded or limited by law.
  4. In spite of clause [12.1](#_bookmark15), the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).
  5. Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
  6. If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

## Obeying the law

* 1. The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:
     1. comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at ([https://assets.publishing.service.gov.uk/government/uploads/system/uploads/a ttachment\_data/file/779660/20190220-Supplier\_Code\_of\_Conduct.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;
     2. support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;
     3. not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;
     4. meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: [https://www.gov.uk/government/collections/sustainable-procurement-the- government-buying-standards-gbs](https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs)
  2. The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.
  3. The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32
  4. "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations;

## Data protection

* 1. No personal data shall be shared under the contract. In the event that any personal data is processed by the Supplier under this contract, then the processes outlined below shall apply.
  2. The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.
  3. The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.
  4. The Supplier must not remove any ownership or security notices in or relating to the Government Data.
  5. The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.
  6. The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.
  7. If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.
  8. If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:
     1. tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;
     2. restore the Government Data itself or using a third party.
  9. The Supplier must pay each Party's reasonable costs of complying with clause [14.7](#_bookmark18) unless the Buyer is at fault.
  10. Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).
  11. The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.
  12. The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:
      1. a systematic description of the expected processing and its purpose;
      2. the necessity and proportionality of the processing operations;
      3. the risks to the rights and freedoms of Data Subjects;
      4. the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.
  13. The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.
  14. The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.
  15. If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.
  16. The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:
      1. are aware of and comply with the Supplier's duties under this clause [11](#_bookmark0);
      2. are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
      3. are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;
      4. have undergone adequate training in the use, care, protection and handling of Personal Data.
  17. The Supplier must not transfer Personal Data outside of the EU unless all of the following are true:
      1. it has obtained prior written consent of the Buyer;
      2. the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the GDPR);
      3. the Data Subject has enforceable rights and effective legal remedies when transferred;
      4. the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;
      5. where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and
      6. the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.
  18. The Supplier must notify the Buyer immediately if it:
      1. receives a Data Subject Access Request (or purported Data Subject Access Request);
      2. receives a request to rectify, block or erase any Personal Data;
      3. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
      4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
      5. receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;
      6. becomes aware of a Data Loss Event.
  19. Any requirement to notify under clause [14.17](#_bookmark19) includes the provision of further information to the Buyer in stages as details become available.
  20. The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause [14.17](#_bookmark19). This includes giving the Buyer:
      1. full details and copies of the complaint, communication or request;
      2. reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;
      3. any Personal Data it holds in relation to a Data Subject on request;
      4. assistance that it requests following any Data Loss Event;
      5. assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.
  21. The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:
      1. is not occasional;
      2. includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
      3. is likely to result in a risk to the rights and freedoms of Data Subjects.
  22. The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.
  23. Before allowing any Subprocessor to process any Personal Data, the Supplier must:
      1. notify the Buyer in writing of the intended Subprocessor and processing;
      2. obtain the written consent of the Buyer;
      3. enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;
      4. provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.
  24. The Supplier remains fully liable for all acts or omissions of any Subprocessor.
  25. At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:
      1. replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under GDPR Article 42;
      2. ensure it complies with guidance issued by the Information Commissioner's Office.
  26. The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.
  27. The Supplier:
      1. must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;
      2. must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;
      3. must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;
      4. securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;
      5. indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause [14](#_bookmark17) and any Data Protection Legislation.

## What you must keep confidential

* 1. Each Party must:
     1. keep all Confidential Information it receives confidential and secure;
     2. not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
     3. immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
  2. In spite of clause [15.1](#_bookmark21), a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
     1. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
     2. if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
     3. if the information was given to it by a third party without obligation of confidentiality;
     4. if the information was in the public domain at the time of the disclosure;
     5. if the information was independently developed without access to the disclosing Party's Confidential Information;
     6. to its auditors or for the purposes of regulatory requirements;
     7. on a confidential basis, to its professional advisers on a need-to-know basis;
     8. to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
  3. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.
  4. The Buyer may disclose Confidential Information in any of the following cases:
     1. on a confidential basis to the employees, agents, consultants and contractors of the Buyer;
     2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
     3. if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
     4. where requested by Parliament;
     5. under clauses [5.7](#_bookmark1) and [16](#_bookmark24).
  5. For the purposes of clauses [15.2](#_bookmark22) to [15.4](#_bookmark23) references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause [15](#_bookmark20).
  6. Information which is exempt from disclosure by clause [16](#_bookmark24) is not Confidential Information.
  7. The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

## What you must keep confidential

* 1. Each Party must:
     1. keep all Confidential Information it receives confidential and secure;
     2. not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;
     3. immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.
  2. In spite of clause [15.1](#_bookmark21), a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:
     1. where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
     2. if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
     3. if the information was given to it by a third party without obligation of confidentiality;
     4. if the information was in the public domain at the time of the disclosure;
     5. if the information was independently developed without access to the disclosing Party's Confidential Information;
     6. to its auditors or for the purposes of regulatory requirements;
     7. on a confidential basis, to its professional advisers on a need-to-know basis;
     8. to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.
     9. The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract.
  3. Subject to clause 15.5, the Buyer may disclose Confidential Information in any of the following cases:
     1. on a confidential basis to the employees, agents, consultants and contractors of the Buyer (“Representatives”);
     2. on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
     3. if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
     4. where requested by Parliament;
     5. under clauses [5.7](#_bookmark1) and [16](#_bookmark24).
  4. The Buyer shall be liable for the actions or omissions of the Representatives, any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to in relation to the Confidential Information as if they were the actions or omissions of the Buyer.
  5. For the purposes of clauses [15.2](#_bookmark22) to [15.4](#_bookmark23) references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause [15](#_bookmark20).
  6. Information which is exempt from disclosure by clause [16](#_bookmark24) is not Confidential Information.
  7. The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

## When you can share information

* 1. The Supplier must tell the Buyer within two Working Days if it receives a Request For Information.
  2. Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
     1. comply with any Freedom of Information Act (FOIA) request;
     2. comply with any Environmental Information Regulations (EIR) request.
  3. The Buyer may talk to the Supplier to help it decide whether to publish information under clause [16](#_bookmark24). However, the extent, content and format of the disclosure is the Buyer’s decision, which does not need to be reasonable.

## Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it’s valid or enforceable.

## No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

## Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

## Circumstances beyond your control

* 1. Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
     1. provides written notice to the other Party;
     2. uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
  2. Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.
  3. Where a Party terminates under clause [20.2](#_bookmark25):
     1. each party must cover its own losses;
     2. clause [11.5(b)](#_bookmark9) to [11.5(g)](#_bookmark11) applies.

## Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

## Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

## Transferring responsibilities

* 1. The Supplier cannot assign the Contract without the Buyer's written consent.
  2. With the prior written approval of the Supplier, the Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
  3. When the Buyer uses its rights under clause [23.2](#_bookmark26) the Supplier must enter into a novation agreement in the form agreed by the parties.
  4. The Supplier can terminate the Contract novated under clause [23.2](#_bookmark26) to a private sector body that is experiencing an Insolvency Event.
  5. The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.
  6. If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:
     1. their name;
     2. the scope of their appointment;
     3. the duration of their appointment.

## Changing the contract

* 1. Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

## How to communicate about the contract

* 1. All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they’re delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.
  2. Notices to the Buyer or Supplier must be sent to their address in the Order Form. In relation to the Supplier, a copy of any notice must be sent to the supplier.
  3. This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

## Preventing fraud, bribery and corruption

* 1. The Supplier and the Buyer shall not:
     1. commit any criminal offence referred to in the Regulations 57(1) and 57(2);
     2. offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favor or disfavor to any person in relation to the Contract or any other public function.
  2. The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause [26.1](#_bookmark29) and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
  3. If the Supplier or the Staff engages in conduct prohibited by clause [26.1](#_bookmark29) or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
     1. terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or
     2. recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

## Equality, diversity and human rights

* 1. The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:
     1. protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;
     2. any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
  2. The Supplier must take all necessary steps and, at the Buyer’s request, inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

## Health and safety

* 1. The Supplier must perform its obligations meeting the requirements of:
     1. all applicable law regarding health and safety;
     2. the Buyer's current health and safety policy while at the Buyer’s premises, as provided to the Supplier.
  2. The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they’re aware of at the Buyer premises that relate to the performance of the Contract.

## Environment

* 1. When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.
  2. The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

## Tax

* 1. The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
  2. Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:
     1. comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
     2. indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
  3. If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:
     1. the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause [30.2](#_bookmark30), or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
     2. the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
     3. the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn’t good enough to demonstrate how it complies with clause [30.2](#_bookmark30) or confirms that the Worker is not complying with those requirements;
     4. the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

## Conflict of interest

* 1. The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.
  2. The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.
  3. The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

## Reporting a breach of the contract

* 1. As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law as applicable to this Contract, clause [13.1](#_bookmark16), or clauses [26](#_bookmark28) to [31](#_bookmark31).
  2. The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause [32.1](#_bookmark32).

## Resolving disputes

* 1. If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.
  2. If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses [33.3](#_bookmark34) to [33.5](#_bookmark36).
  3. Unless the Buyer or the Supplier refers the dispute to arbitration using clause [33.4](#_bookmark35), the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
     1. determine the dispute;
     2. grant interim remedies;
     3. grant any other provisional or protective relief.
  4. The Supplier and the Buyer has the right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
  5. Either party has the right to refer a dispute to arbitration even if the other party has started or has attempted to start court proceedings under clause [33.3](#_bookmark34), unless the they has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause [33.4](#_bookmark35).
  6. The Supplier cannot suspend the performance of the Contract during any dispute.
  7. Which law applies yhis Contract and any issues arising out of, or connected to it, are governed by English law.