



**SERVICE CONTRACT INCORPORATING THE STANDARD TERMS AND CONDITIONS
FOR SERVICES**

DATED

21st March 2025

SERVICE CONTRACT INCORPORATING THE STANDARD TERMS AND CONDITIONS FOR SERVICES

between

EBBSFLEET DEVELOPMENT CORPORATION

and

FRYER CLEANING AND MAINTENANCE LTD

**EDC_5106_0146 GROUNDS MAINTENANCE AND LANDSCAPING FOR THE OBERVATORY AND EDC
OWNED SITES**

THIS AGREEMENT IS MADE ON THE

OF

BETWEEN

- (1) **EBBSFLEET DEVELOPMENT CORPORATION** whose office is at The Observatory, Castle Hill Drive, Castle Hill, Ebbsfleet, Kent, DA10 1EE, an urban development corporation established by the Ebbsfleet Development Corporation (Area and Constitution) Order 2015 (the "**Corporation**").

And

- (2) Fryer Cleaning and Maintenance Ltd incorporated and registered in England and Wales with company number 08627020 whose registered office is at 9A John Street, The Old Stables, Maidstone, ME14 2SG ("**Supplier**"),

(each of the Corporation and the Supplier being a "**party**" and together the Corporation and the Supplier are the "**parties**").

BACKGROUND

- (A) The Corporation has, through a competitive process, selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this agreement.

AGREED TERMS

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the Terms and Conditions of Contract included as Schedule 1 (Terms and Conditions) to this agreement hereinafter referred to.
2. A reference to 'this agreement' includes it's the Terms and Conditions to this agreement and the Schedules and Annexes, each of which form part of this Agreement;
3. In consideration of the payments to be made by the Corporation to the Supplier in accordance with the Pricing Schedule, the Supplier hereby covenants with the Corporation to carry out the Services in conformity in all respects in accordance with the provisions of this agreement.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED for and on behalf of the EBBSFLEET DEVELOPMENT CORPORATION

Signature:



Name: [REDACTED]

Position:CEO.....

Date:10.04.2025.....

Signed for and on behalf of Fryer Cleaning and Maintenance Ltd

Signature: ... [REDACTED]

Name: [REDACTED]

Position:MANAGING DIRECTOR.....

Date:9/4/25.....

CONTENTS

CLAUSE

Definitions and Interpretation	7
2. Term.....	14
3. Due diligence and Supplier's warranty.....	14
4. Supply of services	145
5. Service standards	16
6. Compliance.....	16
7. Corporation's Premises and Assets.....	17
8. Payment.....	18
9. Key personnel	20
10. Reporting and meetings	21
11. Monitoring	21
12. Complaints	21
13. Dispute resolution	22
14. Sub-Contracting and assignment.....	22
15. Limitation of liability.....	23
16. Insurance	24
17. Freedom of information.....	24
18. Data protection.....	25
19. Confidentiality.....	25
20. Audit.....	26
21. Climate Change	27
22. Intellectual property	28
23. Termination for breach.....	28
24. Termination on notice	29
25. Force majeure.....	29
26. Consequences of termination.....	30
27. Sanctions	31
28. Modern Slavery.....	32
29. Prevention of bribery	32
30. Tax Evasion Facilitation Prevention	34
31. Tax and IR35 Compliance.....	35
32. Business Continuity.....	36
33. Malicious Software	36
34. Non-solicitation.....	37
35. Waiver.....	37
36. Rights and remedies	37
37. Severability.....	38
38. Partnership or agency	38
39. Third party rights	38
40. Publicity	38
41. Notices.....	39
42. Entire agreement	39
43. Governing law.....	39
44. Jurisdiction	39

SCHEDULE

SCHEDULE 1	SPECIFICATION	41
SCHEDULE 2	CHARGES AND PAYMENT	42
1.	Calculation of the Charges.....	42
2.	Payment Plan	42
SCHEDULE 3	CONTRACT MANAGEMENT	43
1.	Authorised representatives	43
2.	Key personnel	43
3.	Meetings	43
4.	Reports	43
SCHEDULE 4	DATA PROTECTION	44
SCHEDULE 5	CHANGE CONTROL PROCEDURE.....	56

DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement.

Associated Company: any holding company from time to time of the Supplier and any subsidiary from time to time of the Supplier, or any subsidiary of any such holding company.

Authorised Representatives: the persons respectively designated as such by the Corporation and the Supplier, the first such persons being set out in Schedule 3.

Corporation Assets: any materials, plant or equipment owned or held by the Corporation and provided by the Corporation for use in providing the Services.

Corporation Data: any data (including metadata) record, document, drawing, images, or sounds, or information (together with any database made up of any of these) howsoever stored (including without limitation any data stored on the Corporation's System).

Corporation's Premises: the premises which are to be made available for use by the Supplier for the provision of the Services on the terms set out in this agreement.

Corporation's System: the Corporation's information and communications technology system.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Catastrophic Failure: any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Corporation's Authorised Representative has or may cause significant harm to the reputation of the Corporation.

Change: any change to this agreement including to any of the Services.

Change Control Note: the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for changing this agreement. As set out in Schedule 5.

Charges: the charges which shall become due and payable by the Corporation to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in Schedule 2.

Commencement Date: 1st April 2025

Commercially Sensitive Information: the information comprising the information of a commercially sensitive nature relating to either party, its intellectual property rights or its business or which the other party has indicated that, if disclosed, would cause significant commercial disadvantage or material financial loss.

Conflict of Interest: as defined by the Solicitors Regulation Authority from time to time.

Contract Year: a period of 12 months, commencing on the Commencement Date

Corporation Change: a change to the Services under this agreement as requested by the Corporation.

Default Notice: is defined in clause 5.3.

Deliverables: means the deliverables ancillary to the supply of the Services, including without limitation any output of the Services, any documents, products and materials provided by the Supplier to the Corporation in relation to the Services and any media on which the results of the Services are supplied.

Designated Person: a person that is listed on the Consolidated List of Financial Sanctions Targets issued by Her Majesty's Treasury of the United Kingdom, the European Union's Consolidated List of Persons, Groups and Entities subject to EU Financial Sanctions, the Specially Designated Nationals and Blocked Persons list issued by the Office of Foreign Assets Controls of the US Department of Treasury or any similar list issued, maintained or made public by any sanctions authority in a country where that country's laws are applicable to a party to this Agreement, each as amended, supplemented or substituted from time to time.

Dispute Resolution Procedure: the procedure set out in clause 14.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Exit Management Plan: a plan which may be agreed by the parties in order to ensure an orderly migration of the Services to the Corporation or, at the Corporation's request, any replacement supplier.

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure Event: any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, the Supplier's Personnel or any other failure in the Supplier's supply chain.

Good Industry Practice: the standards reasonably to be expected in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, any relevant key performance indicators set out in the Specification, the Term, the pricing structure and any other relevant factors.

Greenhouse Gases (GHGs): the natural and anthropogenic gases which trap thermal radiation in the earth's atmosphere and are specified in Annex A to the Kyoto Protocol to the United Nations Framework Convention on Climate Change (UNFCCC),

as may be amended from time to time, each expressed as a total in units of carbon dioxide equivalent (CO₂e).

Health and Safety Policy: the health and safety policy of the Corporation [and/or other relevant Central Government Body] as provided to the Supplier on or before the Commencement Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

Information: has the meaning given under section 84 of FOIA.

Initial Term: the period commencing on the Commencement Date and ending 24 months after the Commencement Date.

Insolvency Event: where:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 OR (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- (c) the Supplier (being a company) becomes the subject of a company voluntary arrangement under the Insolvency Act 1986;
- (d) the Supplier (being a company) becomes subject to a moratorium under Part A1 of the Insolvency Act 1986; a restructuring plan under Part 26A of the Companies Act 2006, or a scheme of arrangement under Part 26 of the Companies Act 2006;
- (e) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);
- (g) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver

over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

- (h) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- (i) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (k) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (k) (inclusive);
- (l) the Supplier takes any steps in anticipation of, or has no realistic prospect of avoiding, any of the events or procedures described in clauses (a) to (k) including for the avoidance of doubt, but not limited to, giving notice for the convening of any meeting of creditors, issuing an application at court or filing any notice at court, receiving any demand for repayment of lending facilities, or passing any board resolution authorising any steps to be taken to enter into an insolvency process;
- (m) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

Intellectual Property: any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

Key Personnel: those personnel identified pursuant to clause 10.

Law: any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.

Malicious Software: any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is

immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

Management Reports: the reports to be prepared and presented by the Supplier in accordance with clause 11 and Schedule 3.

Modern Slavery Policy: the Corporations Modern Slavery Policy as set out on the following link (as updated from time to time): <https://ebbsfleetintl.co.uk/modern-slavery-act-statements>

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Service.

Net Zero Target: means the goal of achieving by 2030 a balance between a party's emissions and removals of GHGs aligned with the three goals set out in Articles 2.1 and 4.1 of the UNFCCC's Paris Agreement.

Payment Plan: the plan for payment of the Charges as set out in Schedule 2.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Corporation a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- (c) committing any offence:
 - (i) under the Bribery Act 2010 (and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010);
 - (ii) under all other applicable United Kingdom laws, legislation, statutory instruments and regulations in relation to bribery or corruption and any similar or equivalent laws in any other relevant jurisdiction;
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Corporation.
- (d) any activity, practice or conduct which would constitute one of the offences listed under clause 1.1(c), if such activity, practice or conduct had been carried out in the UK.

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Corporation receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Corporation internally or by any Replacement Supplier.

Replacement Supplier: any third party supplier of Replacement Services appointed by the Corporation from time to time.

Reporting Standard: means:

- (a) in relation to Scope 1, 2 and 3 Emissions of organisations and supply chains, The Greenhouse Gas Protocol: A Corporate Accounting and Reporting Standard, Revised Edition 2015 (including the Scope 2 Guidance and Scope 3 Supplement), as updated from time to time; and
- (b) in relation to the Scope 1, 2 and 3 Emissions of projects, product and services, the GHG Protocol Product Life Cycle Accounting and Reporting Standard, as updated from time to time; or
- (c) such other standard as agreed by the parties from time to time in writing.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Sanctions Regime: any sanctions regime implemented, administered or enforced by the United Nations, the United States government, the European Union, the United Kingdom or the respective governmental institutions and agencies of any of the foregoing or any other institution or agency that implements, administers or enforces a sanctions regime in a country where the country's laws are applicable to a party to this Agreement.

Scope 1, 2 and 3 Emissions: the three classifications of emissions of GHGs in the Reporting Standard.

Services: the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1, together with the Deliverables.

Social Value: the additional social benefits that can be achieved in the delivery of this Agreement as may be set out in this Agreement.

Specification: the specification set out in Schedule 1.

Sub-Contract: any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Sub-Contractor: the contractors or suppliers that enter into a Sub-Contract with the Supplier.

Supplier Party: the Supplier's agents and contractors, including each Sub-Contractor.

Supplier's Personnel: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Term: the period of the Initial Term as may be varied by:

- (a) any extensions to this agreement which are agreed pursuant to clause 3; or
- (b) the earlier termination of this agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this agreement.

Total Emissions: the sum of the Supplier's Scope 1, 2 and 3 Emissions, in each case arising out of the performance of its obligations under this Agreement during the relevant Reporting Period.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors and permitted assigns.
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Words in the singular shall include the plural and vice versa.
- 1.7 A reference to one gender shall include a reference to the other genders.
- 1.8 A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.9 A reference to **writing** or **written** includes e-mail correspondence.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of the provisions of this agreement) at any time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement; references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Where there is any conflict or inconsistency between the provisions of the agreement, such conflict or inconsistency shall be resolved according to the following order of priority:

- (a) the clauses of the agreement;
- (b) Schedule 1 to this agreement;
- (c) the remaining schedules to this agreement.

COMMENCEMENT AND DURATION

2. TERM

This agreement shall take effect on the Commencement Date and shall continue for the Term.

3. DUE DILIGENCE AND SUPPLIER'S WARRANTY

3.1 The Supplier acknowledges and confirms that it has:

- (a) had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Corporation all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this agreement;
- (b) received all information requested by it from the Corporation pursuant to clause 3.1(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of this agreement;
- (c) made and shall make, in so far as would be reasonably expected of a skilled and experienced company in the circumstances, its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Corporation pursuant to clause (b);
- (d) raised all relevant due diligence questions with the Corporation;
- (e) satisfied itself of all relevant details relating to:
 - (i) the Corporation requirements;
 - (ii) the operating processes and procedures of the Corporation.
- (f) obtained for itself all necessary information, as would be reasonably expected of a skilled and experienced company in the circumstances, as to contingencies and any other circumstances which might influence or affect its obligations under this agreement; and
- (g) entered into this agreement in reliance on its own due diligence.

3.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Corporation in respect of any information which is provided to the Supplier by the Corporation and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

- 3.3 For the avoidance of doubt, the Supplier accepts full responsibility for all matters referred to in clause 3.1 and the Supplier shall not be entitled to make any claim against the Corporation whatsoever on any grounds, save as provided for under clause 3.4, including (without limitation) the fact that incorrect or insufficient information on any matter was given to it by the Corporation, its servants or agents.
- 3.4 Save as expressly provided in this agreement, the Supplier shall in no circumstances be entitled to any additional payments, nor be relieved of any of its obligations under this agreement for encountering and/or dealing with any such circumstances set out in clause 3.1 save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with inaccurate or inadequate information by or on behalf of the Corporation which a skilled and experienced company in the circumstances could not reasonably have known was incorrect or inadequate. If this exception applies, the Supplier may recover such reasonable additional costs from the Corporation or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.
- 3.5 Nothing in this clause 3 shall limit or exclude the liability of the Corporation for fraud or fraudulent misrepresentation.

THE SERVICES

4. SUPPLY OF SERVICES

- 4.1 The Supplier shall provide the Services to the Corporation in a timely and prompt manner and shall not act in any way which is or could be prejudicial to the Corporation with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement.
- 4.2 The Supplier shall not act for any person or legal entity where there could be a Conflict of Interest or a significant risk of one existing between the Corporation and any such person or legal entity in relation to the Services.
- 4.3 In the event that the Supplier does not comply with the provisions of clause 5.1 in any way, the Corporation may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a **Default Notice**).
- 4.4 The provisions of the Change Control Procedure (Schedule 5) shall apply to this agreement.

5. SERVICE STANDARDS

The Supplier shall provide the Services, or procure that they are provided:

- (a) with reasonable skill, care and diligence;

- (b) by appropriately qualified, supervised, competent and trained personnel;
- (c) in accordance with:
 - (i) the Specification in Schedule 1;
 - (ii) with all applicable Laws;
 - (iii) Good Industry Practice; and
- (d) the Corporation's reasonable internal policies and procedures as notified to the Supplier from time to time.

6. COMPLIANCE

- 6.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Corporation shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.
- 6.2 Where there is any conflict or inconsistency between the provisions of the agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.
- 6.3 The Supplier shall perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (a) all applicable Law regarding health and safety; and
 - (b) the Health and Safety Policy whilst at the Corporation Premises.
- 6.4 Each party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Corporation Premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Supplier shall instruct the Supplier's Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 6.5 The Supplier shall (and shall procure that the Supplier's Personnel shall):
 - (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) the Corporation's equality and diversity policy subject to copies having been provided to the Supplier prior to commencement of the Services; and

- (iii) any other requirements and instructions which the Corporation reasonably imposes in connection with any equality obligations imposed on the Corporation at any time under applicable equality law; and
- (b) take all necessary steps, and inform the Corporation of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).
- (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Corporation requests so as to enable the Corporation to comply with its obligations under the Human Rights Act 1998.

7. CORPORATION'S PREMISES AND ASSETS

- 7.1 The Corporation shall, subject to clause 7 provide the Supplier (and its Sub-Contractors) with access to such parts of the Corporation's Premises as the Supplier reasonably requires for the purposes only of properly providing the Services.
- 7.2 The Corporation shall provide the Supplier with such accommodation and facilities in the Corporation's Premises as is specified in Specification or which is otherwise agreed by the parties from time to time.
- 7.3 Subject to the requirements of clause 33 and any agreed Exit Management Plan, in the event of the expiry or termination of the agreement, the Corporation shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Corporation's Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.
- 7.4 The Supplier shall ensure that:
 - (a) where using the Corporation's Premises and any Corporation Assets they are kept properly secure and it will comply and cooperate with the Corporation's Authorised Representative's reasonable directions regarding the security of the same;
 - (b) only those of the Supplier's Personnel that are duly authorised to enter upon the Corporation's Premises for the purposes of providing the Services, do so;
 - (c) any Corporation Assets used by the Supplier are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Corporation Premises unless expressly permitted under this agreement or by the Corporation's Authorised Representative.

- 7.5 The Corporation shall maintain and repair the Corporation Assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier or its representatives (fair wear and tear excluded) the costs incurred by the Corporation in maintaining and repairing the same shall be recoverable from the Supplier as a debt.
- 7.6 The Supplier shall notify the Corporation immediately on becoming aware of any damage caused by the Supplier, its agents, employees or Sub-Contractors to any property of the Corporation, to any of the Corporation's Premises or to any property of any other recipient of the Services in the course of providing the Services.
- 7.7 The Supplier shall co-operate with any investigation relating to a breach of security which is carried out by or on behalf of the Supplier and:
- (a) shall use its reasonable endeavours to make Supplier's Personnel identified by the Corporation available to be interviewed by the Corporation for the purposes of any such investigation; and
 - (b) shall, subject to any legal restriction on their disclosure, provide all copies of documents, records or other material of any kind which may reasonably be required by the Corporation for the purposes of the investigation. The Corporation shall have the right to retain copies of any such material for use in connection with the investigation.
- 7.8 The Supplier shall comply with the Corporation's reasonable reporting requirements relating to infectious diseases to the extent made known to the Supplier.

CHARGES AND PAYMENT

8. PAYMENT

- 8.1 In consideration of the proper provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, the Corporation shall pay the Charges to the Supplier in accordance with the Payment Plan which shall be exhaustive of any amounts as are due to the Supplier in respect of its performance of the Services under this agreement.
- 8.2 The Supplier shall invoice the Corporation for payment of the Charges at the time the Charges are expressed to be payable in accordance with the Payment Plan or, if there is no Payment Plan, at the end of each calendar month. All invoices shall be directed to the Corporation's Authorised Representative and shall be accompanied by a supporting statement in such form as is approved from time to time by the Corporation's Authorised Representative.

- 8.3 Where the Supplier submits an invoice to the Corporation in accordance with clause 8.2, the Corporation will consider and verify that invoice within 7 days.
- 8.4 The Corporation shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Corporation has determined that the invoice is valid and undisputed.
- 8.5 Where the Corporation fails to comply with clause 8.3, the invoice shall be regarded as valid and undisputed 7 days after the date on which it is received by the Corporation.
- 8.6 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 8.3 to clause 8.5 of this agreement; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clause 8.3 to clause 8.5 of this agreement.

In this clause 8.6, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Corporation in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

- 8.7 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 14. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of 30 days after resolution of the dispute between the parties.
- 8.8 Subject to clause 8.7, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Supplier shall not suspend the supply of the Services if any payment is overdue.
- 8.9 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Corporation following delivery of a valid VAT invoice.
- 8.10 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Corporation pursuant to this agreement. Such records shall be retained for inspection by the Corporation for 6 years from the end of the Contract Year to which the records relate.

- 8.11 The Supplier shall make any payments due to the Corporation without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Corporation to the Supplier.

STAFF

9. KEY PERSONNEL

- 9.1 Each party shall appoint the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible. The Supplier will provide details of its Key Personnel to the Corporation prior to commencement of delivery of the Services.
- 9.2 The Supplier shall not remove or replace any of the Key Personnel unless:
- (a) requested to do so by the Corporation;
 - (b) the person is on long-term sick leave;
 - (c) the element of the Services in respect of which the individual was engaged has been completed to the Corporation's satisfaction;
 - (d) the person resigns from their employment with the Supplier; or
 - (e) the Supplier obtains the prior written consent of the Corporation (which is not to be unreasonably withheld or delayed).
- 9.3 The Supplier shall inform the Corporation of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified. The Corporation shall be entitled to object to any such proposed appointment within 14 Working Days of being informed of any such replacement if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.
- 9.4 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than 30 Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier or the Corporation becoming aware of the role becoming vacant.

- 9.5 The Corporation may require the Supplier to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities, with no consequential adverse impact on delivery of the Services.
- 9.6 If the Supplier replaces the Key Personnel as a consequence of this clause 10, the cost of effecting such replacement shall be borne by the Supplier.

CONTRACT MANAGEMENT

10. REPORTING AND MEETINGS

- 10.1 The Supplier shall provide the management reports in the form and at the intervals set out in Schedule 3.
- 10.2 The Authorised Representatives and relevant Key Personnel shall meet in accordance with the details set out in Schedule 3.

11. MONITORING

- 11.1 The Corporation will monitor the performance of the Services by the Supplier.
- 11.2 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Corporation in carrying out the monitoring referred to in clause 11.1 including but not limited to providing such data and information as may be requested by the Corporation, regular reporting to the Corporation and attending meetings at the Corporation's premises as required from time to time at no additional charge to the Corporation.

12. COMPLAINTS

- 12.1 At the Commencement Date the Supplier shall set up a clearly defined complaints procedure (subject to the approval of the Corporation's Authorised Representative) with agreed performance measures and recording system, including a complaints register to enable the number and types of complaints to be checked and monitored. For each complaint the records should identify the complainant, the nature of the complaint, the action taken in response to the complaint, preventative action taken to prevent similar occurrences and the relevant dates.
- 12.2 The Supplier shall deal with all complaints received from the Corporation in a prompt and courteous manner.

- 12.3 The Supplier shall notify the Corporation's Authorised Representative forthwith in writing of all complaints received and the actions taken by the Supplier in response thereto.

13. DISPUTE RESOLUTION

- 13.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 20 Working Days of service of the Dispute Notice, the Dispute shall be referred to the parties' most senior officers who shall attempt in good faith to resolve it; and
- (c) if the parties' senior officers are for any reason unable to resolve the Dispute within 20 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR Solve. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR Solve. The mediation will start not later than 30 days after the date of the ADR notice unless otherwise agreed.

- 13.2 The commencement of mediation shall not prevent the parties commencing or continuing court or arbitration proceedings in relation to the Dispute under clause 44 which clause shall apply at all times.

- 13.3 For the avoidance of doubt, delivery of the Services shall continue during any dispute resolution process conducted under this clause 13.

14. SUB-CONTRACTING AND ASSIGNMENT

- 14.1 The Corporation shall not assign, novate or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the Supplier except to a body which has or will perform the functions (in whole or in part) that are being performed by the Corporation in which case the Corporation shall give written notice of any such novation, assignment or disposal to the Supplier.

- 14.2 The Supplier shall not assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the Corporation nor may the Supplier sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Corporation.
- 14.3 In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:
- (a) remain responsible to the Corporation for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
 - (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement which shall include a prohibition on its Sub-Contractor assigning, novating or sub-contracting its sub-contract and shall procure that the Sub-Contractor complies with such terms; and
 - (c) provide a copy, at no charge to the Corporation, of any such Sub-Contract on receipt of a request for such by the Corporation's Authorised Representative.

LIABILITY

15. LIMITATION OF LIABILITY

- 15.1 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
 - (b) death or personal injury caused by its negligence;
 - (c) breach of any obligation as to title implied by statute; or
 - (d) any other act or omission, liability for which may not be limited under any applicable law.
- 15.2 Subject to clause 15.1, neither party shall be liable for any consequential, indirect or special loss.
- 15.3 Subject to clause 15.1, each party's total aggregate liability shall not exceed the sum of £1 million.
- 15.4 The Supplier shall indemnify and keep indemnified the Corporation against all liabilities, costs, expenses, damages and losses incurred by the Corporation arising out of or in connection with:
- (a) the Supplier's breach or negligent performance or non-performance of this agreement;

- (b) any claim made against the Corporation arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier; or
- (c) the enforcement of this agreement.

15.5 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this agreement.

16. INSURANCE

16.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover against all manner of risks which might arise in connection with the Supplier's performance of its obligations under this agreement including (without limitation) in respect of the following risks:

- (a) employer's liability: such insurance cover shall not be less than £5 million in respect of any one incident;
- (b) public liability insurance: such insurance cover shall be not less than £5 million in respect of any one incident;
- (c) professional indemnity insurance: such insurance cover shall not be less than £75,000 in respect of any one incident;
- (d) such other risks which may be incurred by the Supplier arising out of its performance of its obligations under this agreement.

INFORMATION

17. FREEDOM OF INFORMATION

17.1 The Supplier acknowledges that the Corporation is subject to the requirements of the FOIA and the EIRs. The Supplier shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Corporation to enable the Corporation to comply with its obligations under the FOIA and EIRs;
- (b) transfer to the Corporation all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) provide the Corporation with a copy of all Information belonging to the Corporation requested in the Request For Information which is in its possession or control in the form that the Corporation requires within 5

Working Days (or such other period as the Corporation may reasonably specify) of the Corporation's request for such Information; and

- (d) not respond directly to a Request For Information unless authorised in writing to do so by the Corporation.

17.2 The Supplier acknowledges that the Corporation may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Corporation shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Corporation shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

17.3 The Supplier shall indemnify the Corporation against all claims, demands, actions, costs, proceedings and liabilities that the Corporation may incur due to the Supplier's breach of this clause 18.

18. DATA PROTECTION

18.1 The parties shall comply with the provisions of Schedule 4.

19. CONFIDENTIALITY

19.1 Subject to clause 19.2, the parties shall keep confidential all matters relating to this agreement and shall use all reasonable endeavours to prevent their employees, officers, representatives or advisers from making any disclosure to any person of any matters relating hereto.

19.2 Clause 19.1 shall not apply to any disclosure of information:

- (a) required by any applicable law, provided that clause 17.2 shall apply to any disclosures required under the FOIA or the EIRs;
- (b) that is reasonably required by persons engaged by a party in the performance of such party's obligations under this agreement;
- (c) where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 19.1;
- (d) by the Corporation of any document to which it is a party and which the parties to this agreement have agreed contains no Commercially Sensitive Information;

- (e) to enable a determination to be made under clause 13;
- (f) which is already lawfully in the possession of the receiving party, prior to its disclosure by the disclosing party;
- (g) by the Corporation to any other department, office or agency of the Government; and
- (h) by the Corporation relating to this agreement and in respect of which the Supplier has given its prior written consent to disclosure.

19.3 On or before the Termination Date the Supplier shall ensure that all documents and/or computer records in its possession, custody or control which relate to personal information of the Corporation's employees are delivered up to the Corporation or securely destroyed.

19.4 The provisions of this clause 19 shall survive for a period of six (6) years from the expiry of this agreement.

20. AUDIT

20.1 During the Term and for a period of 6 years after the Termination Date, the Corporation may conduct or be subject to an audit for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services;
- (b) to review the integrity, confidentiality and security of any data relating to the Corporation;
- (c) to review the Supplier's compliance with the DPA, the FOIA, in accordance with clause 18 (Data Protection) and clause 17 (Freedom of Information) and any other legislation applicable to the Services;
- (d) to review any records created during the provision of the Services;
- (e) to review any books of account kept by the Supplier in connection with the provision of the Services;
- (f) to carry out the audit and certification of the Corporation's accounts;
- (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Corporation has used its resources;
- (h) to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.

20.2 The Corporation shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

- 20.3 Subject to the Corporation's obligations of confidentiality, the Supplier shall on demand provide the Corporation and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites controlled by the Supplier and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Supplier's Personnel.
- 20.4 The Corporation shall endeavour to (but is not obliged to) provide at least 15 days' notice of its or, where possible, a regulatory body's, intention to conduct an audit.
- 20.5 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Corporation for all the Corporation's reasonable costs incurred in the course of the audit.
- 20.6 If an audit identifies that:
- (a) the Supplier has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Corporation about the Charges, proposed Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information including but not limited to books of account;
 - (b) the Corporation has overpaid any Charges, the Supplier shall pay to the Corporation the amount overpaid within 20 days of being notified of the overpayment. The Corporation may deduct the relevant amount from the Charges if the Supplier fails to make this payment.

21. CLIMATE CHANGE

- 21.1 The Supplier acknowledges and understands the Corporation's Net Zero Target.
- 21.2 The Supplier shall perform the Services in such a manner as to reduce the Total Emissions as soon as reasonably possible in order to contribute to efforts to limit global temperature increase to 1.5 degrees Celsius above pre-industrial levels.

22. INTELLECTUAL PROPERTY

22.1 In the absence of prior written agreement by the Corporation to the contrary, all Intellectual Property created by the Supplier or any employee, agent or subcontractor of the Supplier:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Corporation in consideration for the Corporation paying the Charges.

Except as expressly agreed above, no Intellectual Property Rights of either party are transferred or licensed as a result of this Agreement.

22.2 Subject to the foregoing, each party shall be entitled to use in any way it deems fit any skills, techniques or know-how acquired, developed or used in connection with the Intellectual Property Rights or otherwise in connection with this Agreement provided always that such skills, techniques or know-how do not infringe the other party's Intellectual Property Rights now or in the future or disclose or breach the confidentiality of the other party's confidential information.

22.3 The Supplier shall indemnify the Corporation against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property by the availability of the Services, except to the extent that they have been caused by or contributed to by the Corporation's acts or omissions.]

TERMINATION

23. TERMINATION FOR BREACH

23.1 Either party may terminate this agreement at any time by giving notice in writing to the other if that other party:

- (a) commits a material breach of this agreement and such breach is not remediable;
- (b) commits a material breach of this agreement which is not remedied within 28 days of receiving written notice of such breach.

23.2 The Corporation may terminate this agreement in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:

- (a) if the Supplier commits an act of fraud;

- (b) if the Supplier misuses or infringes any of the Corporation's property rights or the Corporation's System or uses the same other than in the provision of the Services;
- (c) any statement, representation or warranty made by the Supplier was misleading or untrue when it was first made or when restated as appropriate;
- (d) if a Catastrophic Failure has occurred;
- (e) if there is an Insolvency Event;
- (f) if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010;
- (g) If the Supplier has, any the time of the contract award, been in one of the situations referred to in Regulation 57(1) of the Public Contract Regulations 2015, including as a result of the application of Regulation 57(2), and should therefore have been excluded from the procurement procedure;
- (h) if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply.

23.3 The Corporation may terminate this agreement in accordance with the provisions of this contract.

23.4 If this agreement is terminated by the Corporation for cause such termination shall be at no loss or cost to the Corporation and the Supplier will be liable to the Corporation against any such losses or costs which the Corporation may reasonably incur as a result of any such termination for cause.

24. TERMINATION ON NOTICE

Without affecting any other right or remedy available to it, the Corporation may terminate this agreement at any time by giving 3 months' written notice to the Supplier.

25. FORCE MAJEURE

25.1 Subject to the remaining provisions of this clause 26, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

25.2 In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
 - (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 25.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 25.4 The Supplier cannot claim relief if the Force Majeure Event is one where a reasonable supplier should have foreseen and provided for the cause in question.
- 25.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Supplier is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Good Industry Practice.
- 25.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 25.7 The Corporation may, during the continuance of any Force Majeure Event, terminate this agreement by written notice to the Supplier if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 30 Working Days.

26. CONSEQUENCES OF TERMINATION

- 26.1 On the expiry of the Term or if this agreement is terminated in whole or in part for any reason the Supplier shall co-operate fully with the Corporation to ensure an orderly migration of the Services to the Corporation or, at the Corporation's request, a Replacement Supplier.
- 26.2 If the agreement is terminated in part, the Charges shall be adjusted to reflect the Services which remain and if the parties are unable to agree such adjustment, that matter shall be referred to the Dispute Resolution Procedure. For the avoidance of doubt the Supplier shall not be entitled to recover through the adjusted Charges any profit that, but for the termination, would have accrued to the Supplier in respect of the terminated Services.

- 26.3 On termination of this agreement, the Supplier shall procure that all data and other material belonging to the Corporation (and all media of any nature containing information and data belonging to the Corporation or relating to the Services), shall be delivered to the Corporation forthwith.
- 26.4 The provisions of clause 16 (Insurance), clause 17 (Freedom of Information), clause 18 (Data Protection), clause 19 (Confidentiality), clause 20 (Audit), clause 23 (Termination for Breach) and this clause 26 (Consequences of termination) shall survive termination or expiry of this agreement.

COMPLIANCE WITH LAWS

27. SANCTIONS

- 27.1 Each party represents and warrants that neither it, nor any Associated Company are a Designated Person, nor are they, directly or indirectly, owned or controlled or acting on behalf, or for the benefit, of a Designated Person.
- 27.2 The Supplier represents and warrants that:
- (a) No Supplier Party, Supplier's Personnel or Sub-Contractor is a Designated Person, nor, directly or indirectly, owned or controlled or acting on behalf, or for the benefit, of a Designated Person;
 - (b) Neither it, nor any Associated Company, Supplier Party, Supplier Personnel or Sub-Contractor are located in, organised or resident in, or owned or controlled by, or acting on behalf of a person located, resident in or organised under the laws of any country subject to a comprehensive sanctions regime (being Crimea and Sevastopol, Cuba, Iran, North Korea, Syria and the non-government controlled areas of Donetsk and Luhansk oblasts of Ukraine as at the date of this Agreement);
 - (c) during the term of this agreement it will not do or fail to do any act or thing the doing or omission of which does or could contravene the provisions of any applicable Sanctions Regime, nor do or suffer anything to be done which would cause the Corporation to contravene the provisions of any applicable Sanctions Regime.
- 27.3 The Supplier undertakes to notify the Corporation if at any time during the term of this Agreement if it would not be able to repeat the representations and warranties in this clause 28 at the relevant time.

- 27.4 If the Supplier is in default under clauses 28.1 to 28.3, the Corporation may by notice:
- (a) require the Supplier to remove from performance of this agreement any Supplier's Personnel whose acts or omissions have caused the default; or
 - (b) immediately terminate this Agreement.

28. MODERN SLAVERY

- 28.1 The Supplier undertakes, warrants and represents that:
- (a) neither the Supplier nor any of its officers, employees, agents or subcontractors has:
 - (i) committed an offence under the Modern Slavery Act 2015 (an "**MSA Offence**"); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
 - (b) it shall comply with the Modern Slavery Act 2015 and the Corporation's Modern Slavery Policy;
 - (c) it shall notify the Corporation immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Supplier's obligations under clause 28. Such notice to set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.
- 28.2 Any breach of clause 28.1 by the Supplier shall be deemed a material breach of this Agreement and shall entitle the Corporation to immediately terminate this Agreement by notice under clause 24.

29. PREVENTION OF BRIBERY

- 29.1 Each party represents and warrants that neither it, nor to the best of its knowledge any of its personnel, have at any time prior to the Commencement Date:
- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

- 29.2 Each party shall not during the term of this agreement:
- (a) commit a Prohibited Act; and/or
 - (b) do or suffer anything to be done which would cause the other party or any of their employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.
- 29.3 The Supplier shall during the term of this agreement:
- (a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
 - (b) keep appropriate records of its compliance with its obligations under clause 29.3(a) and make such records available to the Corporation on request.
- 29.4 The Supplier shall immediately notify the Corporation in writing if it becomes aware of any breach of clause 29.1 and/or clause 29.2, or has reason to believe that it has or any of the Supplier's Personnel have:
- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.
- 29.5 If the Supplier makes a notification to the Corporation pursuant to clause 29.4, the Supplier shall respond promptly to the Corporation's enquiries, co-operate with any investigation, and allow the Corporation to audit any books, records and/or any other relevant documentation in accordance with clause 20.
- 29.6 If the Supplier is in breach of this clause 29, the Corporation may by notice:
- (a) require the Supplier to remove from performance of this agreement any Supplier's Personnel whose acts or omissions have caused the breach; or
 - (b) immediately terminate this agreement.
- 29.7 Any notice served by the Corporation under clause 29.6 shall specify the nature of the Prohibited Act, the identity of the party who the Corporation believes has committed

the Prohibited Act and the action that the Corporation has elected to take (including, where relevant, the date on which this agreement shall terminate).

30. TAX EVASION FACILITATION PREVENTION

30.1 The Supplier hereby warrants and confirms to the Corporation that:

- (a) it and its associated persons have not and will not engage in any activity, practice, conduct or thing which would (or the omission of which would) contravene Part 3 of the Criminal Finances Act 2017 ("**CFA 2017**");
- (b) it and (where applicable) its associated persons have maintained at all times and will continue to maintain at all times, reasonable prevention procedures designed to ensure continued compliance with the CFA 2017 by the Supplier and its associated persons and it has taken steps, so far as it is reasonably practicable to do so, to ensure that its associated persons have adhered to such procedures;
- (c) it and its associated persons have not been investigated in connection with, or charged with having committed an offence under the CFA 2017; and
- (d) it and its associated persons have not received any court orders, warrants or oral or written notices from a government prosecuting authority concerning any actual or alleged violation by it of an offence under the CFA 2017.

30.2 The Supplier shall:

- (a) comply with any of the Corporation's tax compliance policies (as may be notified in writing to the Supplier) and all applicable laws, statutes, regulations, guidance, relevant industry code, or accepted practice relating to tax, the prevention of tax evasion, or an offence under the CFA 2017, as may be updated from time to time;
- (b) immediately notify the Corporation in writing on becoming aware of, or suspecting, any failure to comply with any provision of this clause 30;
- (c) upon the written request of the Corporation certify to the Corporation in writing signed by an officer of the Supplier, compliance with this clause 30, in such form as the Corporation may require; and
- (d) promptly provide such supporting evidence of compliance with this clause 30 as the Corporation may request at any time.

30.3 The Supplier shall ensure that any of its associated persons who are performing services for or on behalf of the Supplier in connection with this Agreement do so only on the basis of written terms (including warranties) equivalent to those applying to or given by the Supplier in this Clause. The Supplier shall be directly liable to the Corporation for any breach by such persons of those terms (including warranties).

- 30.4 For the purpose of this clause 30, the meaning of prevention procedures and whether a person is associated with another person shall be determined in accordance with sections 44(4), 44(5), 45(3) and 46(4), as applicable of the CFA 2017 (and any guidance issued under section 47 of that Act).
- 30.5 The Supplier hereby agrees to fully indemnify the Corporation in respect of any losses, damages, fines, penalties, charges or other costs which the Corporation or any associated person(s) or other entity within the Corporation's Group suffers in the event that the Supplier is in breach of this clause 30.
- 30.6 Breach of this clause 30 shall be deemed a material breach of this Agreement.

31. TAX AND IR35 COMPLIANCE

- 31.1 The Supplier will comply with its obligations under the Income Tax (Earnings and Pensions) Act 2003 ("**ITEPA**") including, for the avoidance of doubt, its obligations under Chapter 10 of Part 2 of ITEPA.
- 31.2 The Supplier will not engage an individual through a limited company or partnership which meets the conditions specified in s61O or s61P of ITEPA (a "**PSC Contractor**") in the supply of the Services unless the Corporation provides consent in writing to that engagement.
- 31.3 If the Corporation provides consent in writing to the engagement of a PSC Contractor in accordance with clause 31.2, the parties agree that as between them for the purposes of the off-payroll working rules known as "IR35", the Supplier is the "client" (as defined in s61M(1) of ITEPA) and shall be responsible for issuing the status determination in respect of the PSC Contractor and meeting all obligations imposed on the "client" under Chapter 10 of Part 2 of ITEPA.
- 31.4 The Supplier will (or will procure that any other intermediary through which it engages any member of the Supplier's Personnel will) make such deductions of income tax, national insurance contributions and any other applicable levy from any payment made to any member of the Supplier's Personnel, and will make such payment of employer national insurance contributions, apprenticeship levy and any other applicable levy in respect of such payment, as is required by law.
- 31.5 Upon written request by the Corporation, the Supplier will provide details of the sums deducted and/or paid in accordance with clause 31.4 within a period of 5 days of receipt of such request.
- 31.6 For the avoidance of doubt, the Corporation will be entitled to make deductions from payments made to the Supplier in respect of any PSC Contractors in respect of income

tax, national insurance contributions and any other applicable levy if it reasonably considers that it is required to do so by law, including in the event that changes are made to legislation applying to engagements through intermediaries which make the Corporation responsible for the application of income tax, national insurance contributions, apprenticeship levy or any other levy in respect of PSC Contractors.

31.7 The Supplier will indemnify and keep indemnified and hold harmless the Corporation on demand from and against any and all income tax, national insurance contributions (including secondary contributions), apprenticeship levy and any other liability, deduction, contribution, levy, assessment or claim (including any interest, fines, penalties or expenses thereon) ("**Tax Liabilities**") which the Corporation or any associated person(s) or other entity within the Corporation's group is required to pay or account for to the relevant taxing authority, arising from or made in connection with either the performance of the Services or any payment or benefit received by any PSC Contractor in connection with the Services, where such recovery is not prohibited by law. This indemnity will not extend to any Tax Liabilities to the extent that the Corporation has made deductions under clause 31.6 in respect of such Tax Liabilities prior to payment to the Supplier.

31.8 The Supplier warrants that it will not engage a Managed Service Company (within the meaning of s61B ITEPA) to provide the Services under this Agreement.

31.9 Breach of this clause 31 will be deemed a material breach of this Agreement.

32. BUSINESS CONTINUITY

32.1 The Supplier shall have and maintain an up to date business continuity plan which shall be co-ordinated with the Corporation's business continuity plan.

32.2 The Supplier shall liaise with the Corporation with respect to issues regarding business continuity and, in the event of a loss of any critical part of the Service, the Supplier shall immediately invoke the business continuity plan, and shall inform the Corporation promptly of such invocation.

33. MALICIOUS SOFTWARE

33.1 The Supplier shall deploy latest versions of anti-virus software on its own computer systems to check for, contain the spread and minimise the impact of, and delete Malicious Software to prevent Malicious Software from adversely impacting provision of the Services or operation of the Corporation's System.

33.2 If Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and particularly if Malicious Software causes an adverse impact on the operational efficiency of the Services or the Corporation's business or loss or

corruption of Corporation Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

- 33.3 Any cost arising out of the actions taken in compliance with the provisions of clause 33.2 shall be borne by the Supplier, unless the Supplier can demonstrate to the reasonable satisfaction of the Corporation that the Malicious Software could not have been deleted from or protected against penetration into the Corporation's System through compliance with its obligations pursuant to clause 33.1 in which case each party shall bear its own costs.

GENERAL PROVISIONS

34. NON-SOLICITATION

Neither party shall (except with the prior written consent of the other) during the term of this agreement, and for a period of one year thereafter, solicit the services of any senior staff of the other party who have been engaged in the provision of the Services or the management of this agreement or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

35. WAIVER

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

36. RIGHTS AND REMEDIES

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

37. SEVERABILITY

- 37.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

- 37.2 If any provision or part-provision of this agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

38. PARTNERSHIP OR AGENCY

- 38.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

- 38.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

39. THIRD PARTY RIGHTS

- 39.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

40. PUBLICITY

The Supplier shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use the Corporation's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Corporation.

41. NOTICES

- 41.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case)

- 41.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt;

- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting or at the time recorded by the delivery service.

- 41.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

42. ENTIRE AGREEMENT

- 42.1 This agreement, the schedules and the documents annexed to it or otherwise referred to in it constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 42.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

43. GOVERNING LAW

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

44. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

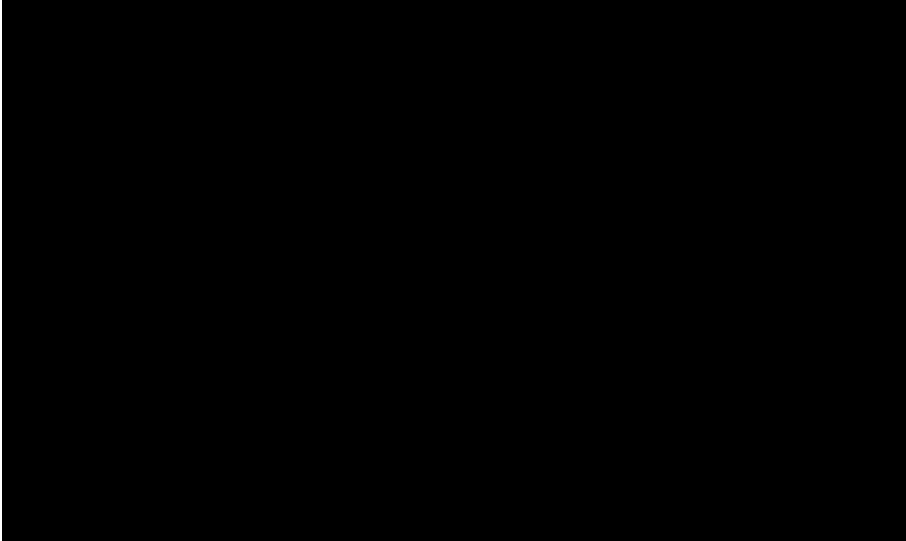
Schedule 1 Specification

See Annex A (included at the end of this document)

Schedule 2 Charges and payment

1. CALCULATION OF THE CHARGES

The Charges shall be calculated on the basis of the yearly rates and prices set out in this Schedule. These are as follows:



2. PAYMENT PLAN

Invoices to be raised monthly in arrears. Invoices must quote the EDC Purchase Order number. Invoices to be sent to [REDACTED].

Schedule 3 Contract management

1. AUTHORISED REPRESENTATIVES

1.1 The Corporation's initial Authorised Representative: [REDACTED]

1.2 The Supplier's initial Authorised Representative: [REDACTED]

2. KEY PERSONNEL

3. MEETINGS

3.1 Quarterly meetings to be held.

4. REPORTS

4.1 The Service Provider will report against the Service Level Agreement (SLA) performance targets

Schedule 4 Data Protection

1 DEFINITIONS

1.1 In this Schedule the following phrases have the following meanings:

Appropriate Safeguard: a safeguard which the Corporation deems to be necessary to ensure that a Data Transfer may occur in accordance with the Data Protection Legislation, including any one of the following:

(a) procuring that any Third Party Provider involved in the Data Transfer enters into a data processing agreement or data sharing agreement (as applicable) with the Supplier on terms which are equivalent to those agreed between the Corporation and the Supplier relating to the Data Transfer (save that the Third Party Provider shall have no right to transfer Personal Data to any other third party or otherwise transfer the Personal Data outside of the recipient country except for transfers back to the Supplier or the Corporation in the originating country);

(b) where the Third Party Provider is a member of the Supplier's group, relying on a valid set of binding corporate rules that have been approved by a Regulator;

(c) such additional requirements as are set out in this Schedule in relation to the transfers of data to a Third Party Provider; and

(d) the execution by the Supplier of the Data Transfer Agreement;

Controller, Data Protection Officer, Data Subject, Personal Data, Personal Data Breach, Process, and Processor, take the meaning given in the UK GDPR;

Data Importer: a Third Party Provider that Processes Personal Data in a Restricted Country, which it receives from, or is granted access to by, the Supplier (whether directly from such Supplier or indirectly from a Third Party Provider);

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this agreement, including any Personal Data Breach;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;

Data Protection Legislation: means (a) any Law to which a party is subject from time to time in any territory in which they Process Personal Data and which relates to the protection of individuals with regards to the Processing of Personal Data and privacy rights, including without limitation the GDPR and the e-Privacy Directive and relevant member state laws in the European Economic Area ("**EEA**") and in relation to the United Kingdom ("**UK**") the Data Protection Act 2018 and the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6) and the GDPR (as incorporated into UK law under the UK European Union (Withdrawal) Act 2018) as the same are amended in accordance with the Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by SI 2020 no. 1586), as amended to be referred to as **DPA 2018**, **PECR** and the **UK GDPR** respectively, as the same are amended, consolidated, modified, re-enacted or replaced from time to time; (b) any code of practice or guidance published by a Regulator from time to time; and/or (c) any binding pronouncements (including findings, orders, decisions and/or judgements) issued by a Regulator or a court;

Data Transfer: transferring any Personal Data to, and/ or accessing any Personal Data from and/ or Processing any Personal Data within, a jurisdiction or territory that is a Restricted Country;

Data Transfer Agreement: means an agreement between the Supplier and the Data Importer (or, if the Supplier is located in a Restricted Country, the Supplier and the Corporation) which incorporates the Standard Contractual Clauses;

Data Transfer Risk Assessment: an assessment of the transfer of Personal Data to a Restricted Country, which shall set out:

- (a) the Personal Data which will be transferred and/ or Processed;
- (b) the country or countries in which and/ or to which the Personal Data will be transferred and/or Processed;
- (c) any Third Party Providers who will be Processing and/or receiving Personal Data in such countries;
- (d) details of the proposed transfer, including duration, scale and regularity of the transfer, the length of any onward Processing chain and the number of actors involved and the transmission channels;

(e) details of any Disclosure Request made to the Data Importer or those third parties with whom the Data Importer may/shall onward share the Personal Data;

(f) confirmation of the implementation of the Appropriate Safeguards as are necessary under Data Protection Legislation, including the Standard Contractual Clauses;

(g) without limiting Paragraph (d), how the Data Importer will ensure that the Data Subjects have enforcement rights and effective legal remedies;

(h) the results of a Data Protection Impact Assessment (where applicable);

(i) the local country assessment undertaken to record the Supplier's assessment of legal sufficiency of the recipient country (including whether in the Supplier's reasonable opinion, having regard to the Data Protection Legislation), anything in that country's law or practice impinges on the effectiveness of the Appropriate Safeguards, including respecting the essence of the fundamental rights and freedoms and that such laws and practices do not exceed what is necessary and proportionate in a democratic society to safeguard the objectives set out in Article 23(1) of the GDPR and are not otherwise in contradiction with the Data Protection Legislation ("Local Adequacy");

(j) what supplementary measures (including relevant technical measures such as encryption of Personal Data, contractual measures and organisational measures) have been adopted by the Supplier or as between itself and the Data Importer in cases that the local country assessment (referred to in (i) above) has identified any impingement on the effectiveness of the Appropriate Safeguards as a consequence of the laws or practices therein; and

(k) that it has regard to and complies with current government, European Data Protection Board, or other Regulator's recommendations, policies, procedures, guidance and codes of practice on, and any approval processes in connection with the Data Transfer;

Data Subject 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;

Disclosure Request: in the event of a Data Transfer occurring, a request for disclosure of, or direct access to, Personal Data by any government or public authority (or any body with delegated authority for any of them) under the laws of the country of destination;

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing;

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, , regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or requirements with which the Processor is bound to comply;

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Contract;

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;

Regulator: means any local or national agency, department, official, parliament, public or statutory person or any government or professional body, regulatory or supervisory authority, board or other body responsible for administering, providing guidance on, supervising and enforcing Data Protection Legislation, including in the United Kingdom the Information Commissioner's Office, or any successor or replacement body from time to time;

Restricted Country: a country, territory or jurisdiction that is outside of the United Kingdom or European Economic Area which (i) is not the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable); or (ii) is the subject of an adequacy determination by the UK Secretary of State or the European Commission (as applicable), but such determination does not extend to the Data Transfers carried out under or in connection with the Agreement;

Sub-processor: any third Party appointed to process Personal Data on behalf of that Processor related to this agreement;

Third Party Controller: a third party with whom the Supplier wishes to share Personal Data, where that third party acts as a Controller and has put in place an appropriate data sharing agreement;

Third Party Provider: a Sub-Processor or a Third Party Controller, as the context requires

1.2 For the avoidance of doubt, and notwithstanding anything to the contrary contained in this agreement, the provisions of Schedule 4 (Data Protection) shall survive the expiry or earlier termination of this agreement and continue in full force and with full effect without limit in point of time.

1.3 Each party shall be solely responsible and liable for its own compliance with the Data Protection Legislation and, notwithstanding any provisions to the contrary in this agreement, each party (the "**Indemnifying Party**") shall on first demand fully indemnify the other party (the "**Indemnified Party**") and keep the Indemnified Party fully indemnified against all losses, claims, damages, liabilities, fines, interest, penalties, costs, charges, sanctions, expenses, compensation paid to Data Subjects (including compensation to protect goodwill and ex gratia payments), demands and legal and other professional costs incurred, suffered, or brought against the Indemnified Party arising out of, due to, and in connection with a failure by the Indemnifying Party to comply with its obligations under the Data Protection Legislation or a breach by the Indemnifying Party of any of its obligations under this Schedule 4 (Data Protection). For the avoidance of doubt, notwithstanding any provision to the contrary in this agreement, the Indemnifying Party's liability under the indemnity contained in this paragraph 1.3 shall not be limited.

1.4 Each party warrants that in carrying out its obligations under this agreement it will not do or omit to do anything that might cause the other party to be in breach of the Data Protection Legislation.

2 **DATA PROTECTION**

2.1 The parties acknowledge that for the purposes of the Data Protection Legislation, the Corporation is the Controller and the Supplier is the Processor unless otherwise specified in Annex 1. The only processing that the Processor is authorised to do is listed in Annex 1 by the Controller and may not be determined by the Processor.

2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

2.3.1 the provision of a systematic description of the envisaged processing operations and the purpose of the processing;

2.3.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;

2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

2.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this agreement:

2.4.1 process that Personal Data only for the purposes of performing its obligations under this agreement, and only in accordance with the terms of this agreement, and any documented instructions from the Controller including as provided in Annex 1, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

2.4.2 ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures;

2.4.3 ensure that:

- (a) the Processor Personnel do not process Personal Data except in accordance with this agreement (and in particular Annex 1);
- (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Processor's duties under this clause;
 - (ii) are subject to contractually-binding confidentiality undertakings with the Processor or any Sub-processor;

(iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and

(iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and

2.4.4 not transfer Personal Data outside of the UK or EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(a) the Controller or the Processor has provided Appropriate Safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46) as determined by the Controller;

(b) the Data Subject has enforceable rights and effective legal remedies;

(c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

2.4.5 prior to seeking the Controller's consent pursuant to Paragraph 2.4.4, provide the Controller with a Data Transfer Risk Assessment, and following a Data Transfer, (i) regularly review and, to the extent necessary, update such Data Transfer Risk Assessment and (ii) notify the Controller of any Disclosure Request in respect of the transferred data, and where such notification is prohibited, challenge the request if it concludes there are grounds under the laws of the country of receipt to do so;

2.4.6 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

2.5 Subject to clause 2.8, the Processor shall notify the Controller immediately if it:

2.5.1 receives a Data Subject Request (or purported Data Subject Request);

2.5.2 receives a request to rectify, block or erase any Personal Data;

2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

2.5.5 receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

2.5.6 becomes aware of a Data Loss Event.

2.6 The Processor's obligation to notify under clause 2.5.6 shall include the provision of further information to the Controller in phases, as details become available.

2.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 2.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing, as applicable:

2.7.1 the Controller with full details and copies of the complaint, communication or request;

2.7.2 such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

2.7.4 assistance as requested by the Controller following any Data Loss Event, and in such circumstances shall:

(a) seek to recover the compromised data as soon as practicable and implement any measures necessary to restore the security of the compromised Personal Data;

(b) promptly provide the Controller with a report containing details about the nature of the Data Loss Event and provide the Controller with further information as details become available;

(c) investigate the incident and its cause;

(d) assist the Controller to make any notifications to the Regulator and affected Data Subjects; and

(e) not make any public statements relating to the incident without the prior written approval of the Controller;

2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with the terms of this Schedule 4 and, where applicable, the Data Protection Legislation.

2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

2.10 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

2.11 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Processor must:

2.11.1 notify the Controller in writing of the intended Sub-processor and processing;

2.11.2 obtain the written consent of the Controller;

2.11.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this Schedule 4 such that they apply to the Sub-processor; and

2.11.4 provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

2.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

2.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).

2.14 The parties agree to comply with any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

2.15 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Corporation to breach any of its obligations under the Data Protection Legislation.

**Schedule 4 - ANNEX 1 PROCESSING, PERSONAL DATA AND DATA
SUBJECTS**

This Annex 1 shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Annex 1 shall be with the Controller at its absolute discretion.

1. The contact details of the Controller's Data Protection Officer are: [REDACTED]
2. The contact details of the Processor's Data Protection Officer are: [Insert Contact details]
3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Identity of the Controller and Processor	The parties acknowledge that for the purposes of the Data Protection Legislation, the Corporation is the Controller and the Supplier is the Processor in accordance with clause 1.1.
Subject matter of the processing	Site location and access information and Health and Safety data
Duration of the processing	Duration of the contract
Nature and purposes of the processing	Compliance with Health and Safety obligations and environmental requirements

Type of Personal Data being Processed	Health and Safety information could include name, address, date of birth
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, members of the public
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	Any relevant documentation to be transferred to Ebbsfleet Development Corporation on expiry of the contract

SCHEDULE 5- CHANGE CONTROL PROCEDURE

1. CHANGES

- 1.1. The parties acknowledge that the Services included in the agreement may vary from time to time to meet the needs of the Corporation.
- 1.2. If the Corporation wishes to make any changes to the Services to be provided these shall be introduced using this Change Control Procedure and the applicable rates shall apply to the Services so varied.
- 1.3. If the Corporation requires a Corporation Change, it must serve a Change Control Note on the Supplier in accordance with clause 2 below. The Corporation shall not be entitled to propose Corporation Change which requires the Services to be performed in a way that infringes any law or is inconsistent with good industry practice or would otherwise be unlawful.

2. Change Control Note

- 2.1. The Change Control Note shall:
 - 2.1.1. using the form set out in Annex 1 to this Schedule, set out the change in the Services required in sufficient detail to enable the Supplier to calculate and provide the estimated change in the Charges; and
- 2.2. The Supplier shall provide to the Corporation within fifteen (15) Working Days of receipt of the Change Control Note an estimate of the likely effects of the proposed variation ("Supplier's Response").

3. Discussion

- 3.1. As soon as practicable after the Corporation receives the Supplier's Response, the parties shall discuss and agree the issues as set out in the Supplier's Response. In such discussions, the Corporation may modify the Change Control Note. If the parties cannot agree on the contents of the Supplier's Response, then the dispute will be determined in accordance with the Dispute Resolution Procedure.

4. Confirmation or Withdrawal of the Change Control Note

- 4.1. As soon as practicable after the contents of the Supplier's Response has been agreed or otherwise determined pursuant to the Dispute Resolution Procedure, the Corporation shall:

4.1.1. confirm in writing to the Supplier the Supplier's Response (as modified); or

4.1.2. withdraw the Change Control Note.

5. Implementation of Change

5.1. If the Supplier's Response (as modified) is confirmed by the Corporation, the parties shall implement the Corporation Change accordingly by signing the Change Control Note which, from the effective date of the change, shall amend this agreement.

5.2. Where the Corporation agrees to any adjustments set out in the Supplier's Response, the Supplier shall agree a payment schedule in respect of the payment or reduction of such sum reflecting the amount and timing of costs to be incurred or saved by the Supplier in carrying out the Corporation's Change.

5.3. Payments under this schedule shall be made in accordance with clause 9 ('Charges and Payments').

Schedule 5 - Annex 1 Change Control Note

CCN No:	Agreement:	Effective date of Change:
Date of request:		
Period of validity: This Change Control Note is valid for acceptance until [DATE].		
Reason for Change:		
Detailed description and impact of the Change (including to delivery and performance):		
Required amendments to wording of agreement or schedules:		
Adjustment to Contract Price resulting from Change:		
Additional one-off charges and means of determining these (for example, fixed price basis):		
Supporting or additional information:		
SIGNED ON BEHALF OF THE CORPORATION	SIGNED ON BEHALF OF THE SUPPLIER	
Signature:	Signature:	
Name:	Name:	
Position:	Position:	
Date:	Date:	

Annex A

EBBSFLEET DEVELOPMENT CORPORATION: LANDSCAPING SPECIFICATION

Schedule 1: Services

The following is the Property Owner's specification for Grounds Maintenance and Landscaping of all EDC Owned Sites (excluding tenanted properties).

The Service Provider is required to provide sufficient fully trained operatives and other resources to ensure the execution of the duties detailed in, but not limited to, the following specification.

Objectives

- That EDC sites are kept neat and tidy and free from obstruction, litter and any fly-tipping
- That The Observatory grounds be maintained in a clean, orderly and litter-free condition
- That The Observatory pathways, exit routes, signage, and lighting be kept clear from obstruction
- That the protection of the health and safety of all operatives, occupiers, visitors and anyone else within the site be ensured
- That environmental obligations are met and any potential opportunities to improve environmental performance are implemented
- That inconvenience to all occupiers, visitors, and anyone else within the site(s) be minimised, by the execution of maintenance operations in such a manner and at such times as to reduce disturbance to the lowest level reasonably possible. For car parks, this may include weekend and early morning working
- That all work be carried out to the satisfaction of the Property Owner

Scope of services

- Provision of all materials, labour, machinery, monitoring, analysis, supervision and administration to fulfil the specific landscaping activities, detailed below, (which vary site by site).
- The frequencies detailed in the following schedules are standard (baseline) frequencies. They may also be varied on a site-by-site basis, with the agreement of the Property Owner.
- Maintenance tasks at The Observatory including but not limited to lawns, shrubs, trees, irrigation systems, planters and associated drainage systems, and all hard standing areas within the site boundary.

CORE SERVICES – See Schedule 2 for Site Specific Requirements

Autumn Leaf Sweeps

Typically, between the beginning of October to the end of December, carry out additional sweeps to hard surfaces to remove extra leaf fall.

Weed Control

Typically, between the beginning of April to the end of October, using chemical herbicide, kill off all weed growth from hard surfaces and remove, once dead, from site. Ensure surface waters and drains are protected from the application of herbicides and that these are applied in accordance with the relevant regulations.

There are to be no weeds above 4cm in height at any time.

Report any incidence of Brown Tailed Moth, Japanese Knotweed, Giant Hogweed, New Zealand Pygmy weed, or Himalayan Balsam and any species listed in the Wildlife & Countryside Act 1981 as invasive to the Property Owner.

Non-native invasive species will be managed in accordance with industry best practice and relevant regulation.

Grass Cutting

Typically, between the beginning of March to the end of November, carry out sufficient visits at not more than two weekly intervals, to cut all grassed areas to close cover using appropriate mechanical equipment.

Trim all edges and around trees (protecting trees from any damage) using a strimmer or hand shears.

Strimming

Typically, between the beginning of April to the end of October, using a powered strimmer, trim down all rough grassed areas, brambles and other undergrowth to a height of 5 to 10 cms (protecting trees from any damage).

Moss and algae treatment

Spray affected areas with appropriate chemicals. Return to site when appropriate and brush off by sweeping.

Litter picking (not including fly tipping)

Pick up and remove from site all litter deposits and debris of a movable size.

Any spillages of broken glass or similar, should be reported to the Property Owner in line with hazardous waste protocol.

Notify Property Owner of any issues that have been encountered (e.g. hazardous waste).

Fly tipping to be priced separately.

Ornamental Planting at The Observatory

From ornamental planting remove all weed growth by hand weeding, hoeing or chemical means and clear away all organic debris.

Remove all suckers.

Check all stakes, supports and ties, remove, adjust or replace as required.

Once per annum remove any dead wood, diseased, damaged branches or twigs.

Using an edging tool edge all beds where they adjoin turfed areas.

At fence lines, reduce vegetation and trim back to fence line.

Carry out a pruning and shaping programme throughout the year as follows: autumn and winter flowering shrubs during March to April prior to growth, between March and July after flowering of summer shrubs.

Ecological enhancement opportunities

Consideration will be given to biodiversity enhancement opportunities where it is cost neutral and practical to do so. In particular, but not limited to:

- Plant species mix that are good for pollinators, are ornamental and low maintenance
- Drought resistant plant species to reduce the need for irrigation
- Mulching employed where effective for suppressing weeds and maintaining moisture content

- Support provided for Biodiversity Actions Plans (BAP) where a site requirement for a BAP exists

Hedge cutting

Using appropriate equipment, cut top and sides of hedge to maintain at a manageable level.

Collect and remove from site all debris.

Manual sweeping

Manually sweep clean all areas of tarmacadam, concrete or block paved surfaces, taking care to clean all kerb corners. Remove from site all litter, grit, dust and debris.

Sustainability

Continually use sustainable measures and eco-friendly principles to reflect high performance landscapes, tackling key areas such as:

- Site drainage & waste
- Soil Health
- Materials
- Planting
- Soil improver*
- Irrigation
- Maintenance
- Innovation

**ideally peat free. This can be difficult when ordering in plants from nurseries (HTA has a list of peat free grower) but can be achieved when applying compost to plant beds etc.*

Labour requirements

The Service Provider will provide adequate resources to undertake the Services.

Whilst the majority of the Services will be carried out between the hours of 0800-1700hrs, Monday to Friday, these hours may be subject to change, and specific times for the execution of the work, or elements of the work, may be specified by Property Owner.

The Service Provider's labour force will include trained operatives, supervisory staff and specialist personnel as appropriate.

The Service Provider shall appoint a supervisor fully qualified in all aspects of horticulture. Such personnel shall be available at all times to supervise key activities such as: pest control, plant nutrition, control of plant disease, pruning, replacement planting, turf management and irrigation, soil analysis, ecological enhancement etc.

The Service Provider shall employ supervisors conversant with all aspects of hard and soft landscape.

Landscape operatives shall be trained in all aspects of their work. Prior to, and when requested subsequent to the award of the contract, the Service Provider shall submit a full list of all personnel they intend to use/is using together with evidence of all necessary qualifications.

The Service Provider will provide adequate numbers of non-working supervisory staff to oversee the workforce.

National Living Wage

The Service Provider shall be responsible for specifying the wage rates as a part of this tender. However, these must not fall below the National Living Wage.

Staff calibre

The calibre of staff provided must be acceptable to the site environment. They will be expected to be well presented, polite, pleasant and efficient. Staff must be equipped to deal with all likely situations and to work well when under pressure. The ability to communicate effectively is essential.

Adequate reserves of trained staff should be available to cover absences through sickness, holidays and training etc.

Presentation standards of staff

All staff will comply with the following appearance rules:

Hair should be clean and tidy and only minimal jewellery should be worn, wedding rings or equivalent dependant on religious beliefs may be worn.

The Property Owner will take into account the wearing of other attire that is of religious or cultural significance.

Management staff shall wear formal business wear when attending meetings or visiting site.

Smoking is not permitted anywhere within or adjacent to the sites. Smoking is only permitted externally within designated smoking areas.

Staff facilities

Staff welfare facilities are available at The Observatory.

Reporting

The Service Provider will submit quarterly reports, which should include improvement proposals.

The Contract Manager should attend meetings/teleconference with the Property Owner on a quarterly basis.

Security, Vetting and Referencing

Safeguarding the security of EDC sites and the site's occupants is of utmost importance and it is vital that all staff adhere to the following security procedures:

All Service Providers personnel will be issued with a building access pass, which is to be carried at all times whilst working at The Observatory. Passes are not to be shared amongst the Service Provider staff. If passes are lost or stolen, EDC should be notified immediately.

All employees of the Service Provider may undergo a site security and emergency procedures briefing prior to commencing work at the premises.

The Contract Manager will be responsible for carrying out the briefings, for all employees new to the site.

Consumables

The Service Provider will provide a list of consumable items, such as pesticides, refuse sacks, appropriate COSHH data sheets for any chemicals to be used at the site. All prices will be held for a period of at least 12 months, and will only be variable if the Senior Regional Facilities Manager agrees an increase in writing during the Contract Term.

The Service Provider will be responsible for providing any items of equipment required to undertake the works. All costs associated with such equipment will be incorporated within the Service Provider's costs.

Waste Management

The Service Provider must be a Registered Waste Carrier under requirements of the Environmental Protection Act 1990 and comply with the "Duty of Care" element of the legislation.

All green waste must be zero waste to landfill and recovered/composted at licensed waste sites.

The Service Provider will work with their supplier base to reduce single use plastics where it is practical and financially viable to do so.

Working with Pesticides

All work with pesticides must be undertaken in line with the requirements of the Plant Protection Products (Sustainable Use) Regulations 2012, the Control of Pesticides Regulations 1986 any other relevant legislation and associated Codes of Practice.

The Service Provider shall make good at his own expense any damage caused as a result of the use of any chemicals.

The Service Provider will avoid using neonicotinoid based pesticides

Disease and infestation

The Service Provider shall maintain all soft landscape free from the effects of disease and infestation as far as is reasonably practicable.

The Service Provider shall inform the Property Owner immediately that any disease or infestation becomes evident and shall take rapid remedial action in accordance with sound horticultural practice (see also Weed Control).

The Service Provider shall take all reasonable steps to prevent any infestations, and shall adopt a proactive approach to disease and infestation.

Working at height

Use of Personal Protective Equipment (PPE).

Harnesses should be full-body with a means of connection to an anchorage point, and must be suitable for its intended purpose and be subject to regular inspection by the provider under the Provision and Use of Work Equipment Regulations 1998.

A full safety inspection of all equipment should be carried out prior to use to highlight any defects, for example if lanyards feel gritty to touch or are damaged in any way, they should not be used. Gloves and overalls should be provided to protect staff from adverse weather conditions but should not restrict their movement unnecessarily. All staff must be trained in the correct use of PPE.

Staff should always use a full body harness when operating at height and always attach the harness to a designated eyebolt or attachment point. Staff must always ensure that all tools used also have lanyards attached.

Safe use of Mobile Elevated Work Platform (MEWP)

The equipment's owners must have carried out their own written risk assessment on its use under the Management of Health and Safety at Work Regulations 1999 and the Provision and Use of Work Equipment Regulations 1998.

The operative may not operate a MEWP unless they have been trained and are authorised as competent or are undergoing formal training under close supervision. Training should be in accordance with a recognised scheme such as one run by the CITB or the International Powered Access Federation (IPAF).

The responsibility for providing training lies primarily with the Service Provider as the employer.

The maximum number of people that may be carried on the platform and the safe working load should be clearly marked on the platform. Anyone using the MEWP platform must wear a full body harness in good condition, with an energy-absorbing or inertia-reel lanyard to the current BS EN standards.

Use of such equipment as a fall restraint system that prevents falls is currently most common. If fall arrest is used (to stop someone once they have fallen), then a properly rated anchor point is essential (most are currently rated only for fall restraint). The clearance height of the platform should also be considered because, when working below 5m, an energy-absorbing style lanyard may be too long to stop someone's fall. In all cases consult the maker of the equipment on its suitability.

A set of operating instructions must be available for use and reference whenever the MEWP is in use.

The maximum permissible wind speed in which the MEWP may operate or remain raised/extended should be clearly specified.

The maximum gradient on which a MEWP may operate should be clearly marked on the platform and observed by the operative at all times, and inclinometers should be used to enable the operative to establish the slope of the ground. Stabilisers/outriggers should be provided with suitable soleplates for use on soft and hard ground.

Before use, the operative must:

- Identify any localised potential ground hazards such as ducts, manhole covers, holes or voids.
- Ensure no parts of the MEWP can protrude into any areas where vehicles or other equipment may strike the MEWP.
- Make use of information supplied by the manufacturer relating to the minimum supporting capacity of the ground needed by the MEWP and the site-specific risk assessment for the activity should take the nature of the working environment into account.

The operative(s) on the platform should be in control of all movements at all times. However, if, as in the case of the road vehicle type of chassis-supported MEWPs, where horizontal-travelling controls are at ground level, then there should be a suitable system of communication between platform personnel and the ground controller, e.g. two-way radios or an intercom system.

Guard-rails must be at least 920 mm high, with mid-rails or mesh infilling, and toe boards at least 150 mm high should be provided at the edges of platforms. Alternatively, solid enclosures at least 920 mm high should be provided. Access gates should not open outwards and should return automatically to the closed and fastened position; a vertically sliding section of mid-rail can also be an acceptable means of access.

The upper surface of the platform should be made slip-resistant and adequate means of attachment for safety harnesses should be provided. Properly secured guard-rails may provide a suitable attachment point.

Before being used for the first time on-site, MEWPs should be thoroughly examined by a competent person employed by the Service Provider, and a copy of that examination report should be made available to the Property Owner.

First Aid

Appropriate first aid equipment to be carried by operatives, including sharps boxes and sterile eye wash where appropriate.

Nesting birds, protected species and habitat

The Service Provider should take all reasonable steps to ensure that nesting birds are not affected by their operations, in line with the requirements of the Wildlife and Countryside Act 1981.

In addition, the Service Provider will comply with the Conservation of Habitats and Species Regulations 2017 where applicable.

Risk Assessments and Method Statements should specifically include this provision.

Accreditations

All Service Providers are required to be accredited to the following:

1. ISO 9001 – Quality
2. ISO 14001 – Environment
3. ISO 18001 – Health & Safety
4. Safe contractor scheme

Standard compliance and competency measures to be met and in accordance with the relevant Landscaping bodies.

Membership of the following is desirable:

1. Member of the Association of Professional Landscapers
2. Member of the British Association of Landscape Industries (BALI)
3. Investors in People Accreditation
4. Met Office Gold Quality Mark for Winter Gritting Services

Compliance

All documents and actions from any surveys e.g. tree survey, ecological survey, and treatment records e.g. invasive weeds or Waste Transfer Notes must be uploaded to the Property Owner's compliance system; Meridian.

Site access

Access to sites is managed by the Property Owner's online access control system; Gate Keeper, part of the Meridian system.

Schedule 2: Site Specific Requirements

The Observatory



- Cut and strim grassed areas.
- Weed all flower beds.
- Keep all hedges/bushes to established height.
- Undertake a litter pick of the complete site.
- Sweep bin rooms.
- Sweep the area around the entrance to The Observatory and the rear area and steps.
- Keep all hard surfaces weed-free.
- Spraying will be undertaken with 1 initial visit followed by 3 spot sprays throughout the season.

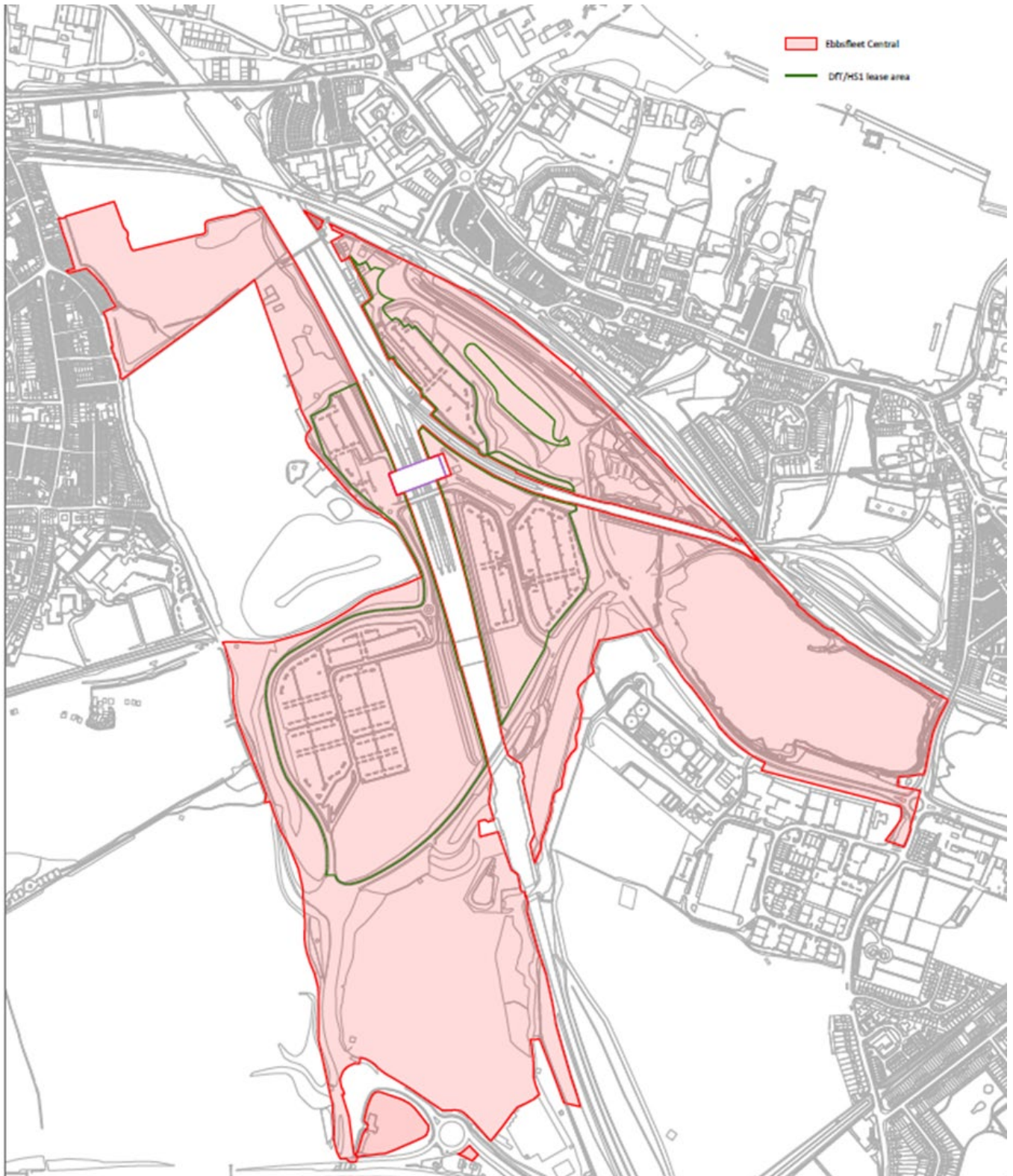
2-WEEKLY (DECEMBER – FEBRUARY)

- Undertake all heavy pruning to all trees, roses, grasses and designated shrubs.
- Undertake a litter pick of the complete site.
- Sweep the area around the entrance to The Observatory and the rear area and steps.

AD-HOC/AS REQUIRED:

- Fly-tipping removal (ad-hoc separate charge).

Ebbfleet Central



Site Details

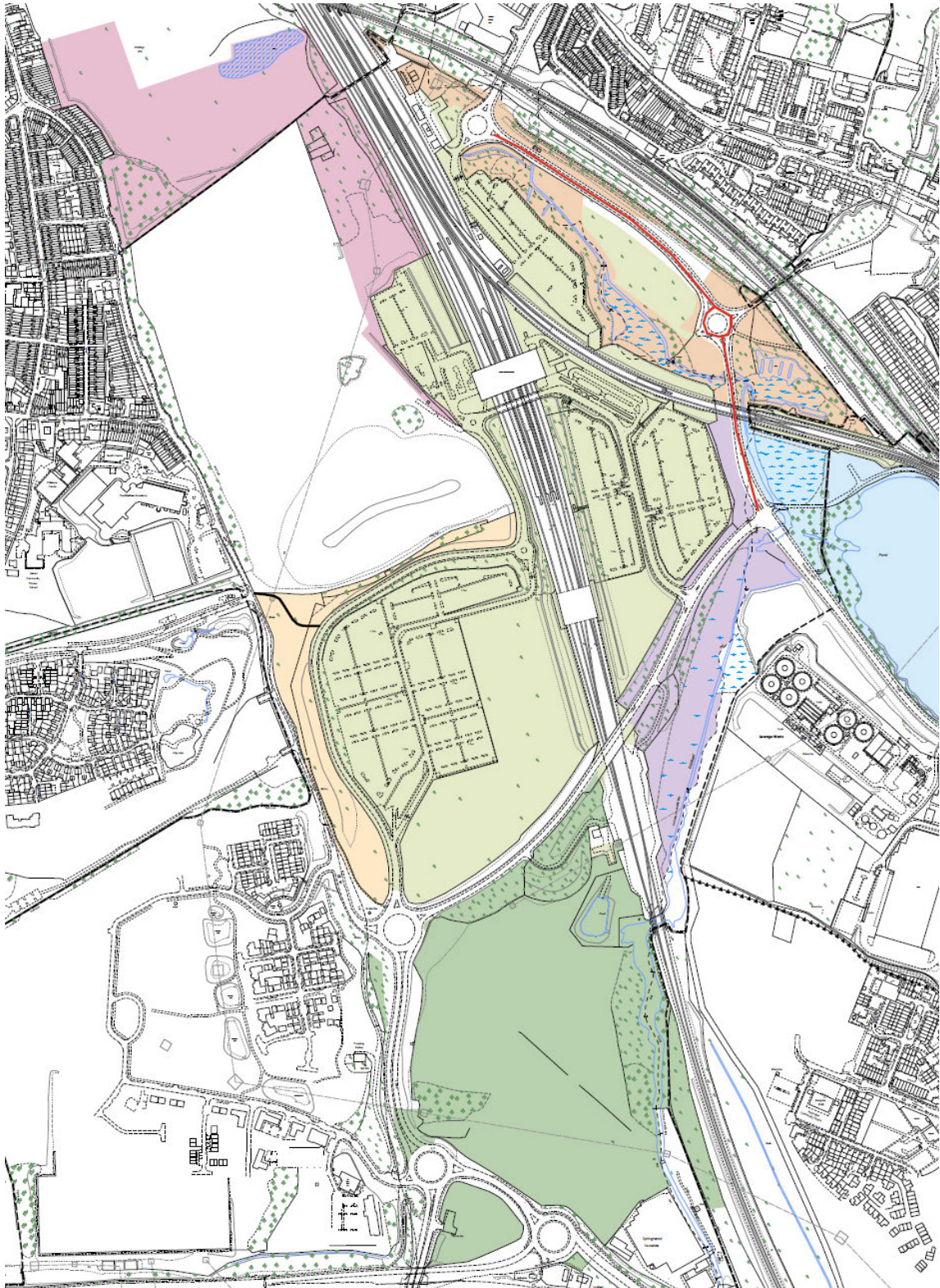
General

Ebbsfleet Central comprises c125ha of land surrounding Ebbsfleet International Station. The map above denotes the overall boundary of the site. The map also identifies the extent of the HS1 lease area.

The site comprises a variety of land-uses; parts of the site are covered by infrastructure to support Ebbsfleet International including the station car parking, with other parts of the site being open scrubland and river corridor. The land also includes Sawyers Lake (also known as Blue Lake) and Bamber Pit South.

EDC has acquired the site, in order to realise the vision for Ebbsfleet Central as a new commercial and residential development, the heart of the Garden City. Whilst EDC is undertaking work to bring forward the site for development, we need to manage the asset in its current form. Development at the site is unlikely to be delivered until approximately 2026.

Table and map below disaggregates the site into a number of land areas.



Ebbsfleet Central

Lot Key

- Bamber Pitt
- Station Quarter North
- Station Quarter South
- Wet Woodland

- Blue Lake
- Northfleet Rise
- HS1 Lease
- Pond

- Permissive Footpath
- Public Footpath
- Restricted Byway
- EDC Owned Kerblines

The accuracy of this map is not guaranteed. Not to Scale.

Site Area	Site Maintenance Required
Northfleet Rise	<ul style="list-style-type: none"> • To cut back and maintain the substation public footpath (DS17) and cycle path every six months • To litter pick the substation public footpath (DS17) and cycle path two-weekly • To litter pick the substation area two-weekly • To cut the grass on EDC owned highways boundaries two-weekly between March and the end of October • To litter pick the EDC owned highway boundaries two-weekly • To cut back and maintain the Tarmac public footpath (NU14 and NU7A) every six months • To litter pick the Tarmac public footpath (NU14 and NU7A) every six months • Weed spraying public footpath (NU14 and NU7A) every six months • NU14 Japanese Knotweed Treatment – twice a year • Spraying kerblines (as detailed on map) – 4 times a year
Bamber Pit	<ul style="list-style-type: none"> • To cut back and maintain Stanhope public footpath: <ul style="list-style-type: none"> ○ Undertake hedge cutting of the fence line and any overhanging branches 3 times a year (May, July/Aug, Oct). ○ Undertaking hedge cutting both sides of the footpath – 3 times a year (May, July/Aug, Oct). • To litter pick the Stanhope public footpath two-weekly • Spraying of all hard surfaces 4 times a year • Spraying of all the grassed area to the footpath 4 times a year
Blue Lake	<ul style="list-style-type: none"> • To cut back and maintain the vegetation at the entrance to Blue Lake every six months • To litter pick the entrance to Blue Lake every three months • To cut back and maintain vegetation and litter pick the internal Blue Lake access track every six months • To cut back and maintain the public footpath (NU14) every six months • To litter pick the public footpath (NU14) two-weekly • To cut the grass on the EDC-owned highways boundaries two-weekly between March and end of October • To litter pick the EDC owned highway boundaries two-weekly • To cut back and maintain the vegetation along Springhead Road: Cut all overhanging branches, boughs and bushes/brambles from the fenceline three times a year – April/May, Jul/Aug, Oct depending on the weather conditions, using a roving traffic sign for health and safety

	<ul style="list-style-type: none"> • To litter pick behind the railings on Springhead Road two-weekly • To cut back and maintain vegetation and litter pick any associated verge on Thames Way
Station Quarter North (excludes HS1 car parks)	<ul style="list-style-type: none"> • To cut the grass every two weeks between March and the end of October • To litter pick the area including the EDC owned highway boundaries two-weekly
Wet Woodland	<ul style="list-style-type: none"> • To cut the grass on the EDC owned highway boundaries two-weekly between March and the end of October • To litter pick the EDC owned highway boundaries two-weekly
Station Quarter South	<ul style="list-style-type: none"> • To cut the hedges and trees on the A2 mound (between the two A2 roundabouts) and the A2 roundabouts ten visits per year (March to December) • To cut the grass on the A2 mound (between the two A2 roundabouts) and the A2 roundabouts ten visits per year (March to December) • To litter pick the A2 mound (between the two A2 roundabouts) and the A2 roundabouts ten visits per year (March to December) • To cut the hedges (which form the big 'E' on the southern embankment of the A2260 Ebbsfleet Gateway) five times per year • To cut the grass (which form the big 'E' on the southern embankment of the A2260 Ebbsfleet Gateway) every two weeks between March and the end of October • To cut the grass on the EDC owned highway boundaries every two weeks between March and the end of October • To litter pick the EDC owned highway boundaries two-weekly • To cut back the vegetation on the Station Quarter public footpath (NU14) every six months • To litter pick the Station Quarter public footpath (NU14) every two months • Hard surfaces – spraying kerblines, around all roundabouts and slated areas – 4 times a year

Springhead Bridge



NB. This site will be adopted by Kent County Council at some point in 2025. Landscaping requirements will cease at the point of adoption.

- Litter picking fortnightly
- Grass cutting fortnightly

Grove Road – ex-KCC site



Site Plan

- Annual strimming and cutting of grass
- Vegetation clearance one visit per year
- Fly-tipping removal as required (ad-hoc separate charge)

Grove Road – Other Untenanted Properties

7-9 College Road and Thames House, Grove Road



- Vegetation clearance one visit per year
- Seasonal based tree maintenance/pruning as required
- Fly-tipping removal as required (ad-hoc separate charge)

NB These Grove Road Other Untenanted Properties are in the process of being sold during 2025. Landscaping requirements will cease at the point of sale.

Castle Hill Block D



Site Plan

- Vegetation clearance one visit per year
- Fly-tipping removal as required (ad-hoc charge)

Northfleet Embankment East



Site Plan

- Vegetation clearance one visit per year
- Fly-tipping removal as required (ad-hoc separate charge)

Land at Northfleet Station



Site Plan

- Vegetation clearance one visit per year (includes small narrow strip of land bordering the roadside (Railway Street))
- Fly-tipping removal as required (ad-hoc separate charge)

Other Grove Road Sites

These are a mix of tenanted and vacant plots. Vegetation clearance will be on an ad-hoc separate charge basis.



Site Plan

Schedule 3: Service Level Agreements and Key Performance Indicators

The Service Provider will be performance measured against set service level agreements.

Service Level Agreements (SLA) will apply to all aspects of the works and shall provide the Service Provider's performance levels being achieved.

A Service Level Agreement will detail standards that meet the Client's approval with regard to the initial performance indicators within the first two weeks of appointment. These will clearly identify the objectives, mission process and implantation of the Service Level Agreements.

At the regular contract review meetings with the Service Provider, compliance with the Service Level Agreements will be reviewed. Findings from the meetings shall be used in updating or modifying the Service Level Agreement(s) and determining the Service Provider's performance and competence.

Management task	Performance standard	Target
Documentation	Documentation relating to a site must be complete, up to date, and available on request	100%
Meetings	Quarterly meetings to be held. Relevant documents and (if applicable) agenda issued 1 week before, minutes/notes/agreed actions (as appropriate) distributed 1-week after	100%
Fly-tipping or Ad-Hoc Quotations	Quotations delivered within 5 working days	100%
Invoices	Timely submission; submitted monthly or quarterly for main contract cost and must always quote a Purchase Order number	100%
Invoices	Timely submission; submitted monthly for additional work and must always quote a Purchase Order number	100%
Communications	Response to e-mails/telephone calls by Key Account Manager within 1 working day	100%
H&S performance	Accident & Incident rates to be zero Quarterly reporting and investigation of all accidents, incidents and near misses	100%
H&S performance	COSHH files relevant to site in place and up to date including training of operatives; sample training records only, due to GDPR	100%
H&S performance	Suitable Risk Assessments & Method Statements (RAMS) produced as and when required (sample audited by the Property Owner)	100%

Staff appearance	Staff clean, presentable with attention to personal hygiene	100%
Standards	Delivery against the standards agreed within the specification	100%
Environmental	<p>Waste removed in a timely manner and in accordance with regulations. Zero waste to landfill for green waste is the objective with measures in place to significantly reduce the need for landfill.</p> <p>Suitable RAMS produced (sample audited by the Property Owner). Consideration of but not limited to trees, surface waters, drains, habitat & species protection and prevention of nuisance where applicable</p>	100%