**Services Contract**

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Contract for the Provision of [XXX]

Dated [XX]th Day of [XXX] 2020

Contract Reference – EST/XXX/XXX/XXXX

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1. Energy Saving Trust Limited
2. [INSERT PARTY NAME]

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This agreement is made the day of 20

Between:

(1) The Energy Saving Trust [Enterprises] Limited (company registration number 2622374) whose registered office is at Caledonia house 223-231 Pentonville Road, London, N1 9NG (the **Energy Saving Trust);** and

(2) **[Insert Contractor name]** (company registration number **[insert company registration number]**) whose registered office is at **[insert Contractors address]**(the **Contractor**),

(each a party and together the parties)

Background:

1. The Energy Saving Trust is party to an agreement with the Foreign, Commonwealth and Domestic Office (**FCDO**) in relation to a research and innovation project to accelerate the availability, affordability, efficiency and performance of a range of low energy inclusive appliances suited to developing country contexts (the **Project**).
2. The Energy Saving Trust wishes to engage the Contractor to provide the Services set out in this agreement for the purposes of the Project.
3. **Term of this agreement**
   1. This agreement shall commence on **[Commencement Date]** and shall continue until **[Expiry Date]** unless it is terminated in accordance with the Energy Saving Trust's standard terms and conditions (Conditions).
4. **Scope**
   1. The Contractor's engagement is on a non-exclusive basis. The Contractor acknowledges and agrees that the Energy Saving Trust may engage with any number of Contractors in relation to the Project.
   2. The Services shall be supplied by the Contractor in accordance with the Conditions as amended from time to time, a current copy of which is attached at Schedule 1.
5. **Contractor's obligations**
   1. The Contractor shall at all times:
      1. comply with all relevant legislation, regulations and rules both in the UK and locally in the countries in which it is operating including without limitation complying with any reporting obligations to relevant national and international bodies as applicable;
      2. ensure all security arrangements in relation to this agreement including without limitation health, safety and security of any person employed or otherwise engaged in the provision of the Services; and
      3. ensure that it nor its agents, employees or sub-contracts engaged in the provision of the Services act in any way which harms the reputation of the Energy Saving Trust and/or the Project (including without limitation FCDO).
      4. ensure that it, its agents, employees and sub-contractors engaged in the provision of the Services take all suitable steps to safeguard against the following activities and behaviours in whatever form and howsoever caused;
         1. any activities or behaviours detrimental to the human rights of impacted parties, including gender, child and labour rights or discrimination.
         2. any activities or behaviours detrimental to the gender equality and equal opportunities of impacted parties.
         3. any activities or behaviours detrimental to the health and safety of impacted parties, including workers, employees and local population.
         4. any activities or behaviours detrimental to local bio-diversity and natural habitats, including forestry.
         5. any activities or behaviours detrimental to the local social, poverty and political climate, including local conflict and fragility.
         6. any activities or behaviours detrimental to local environmental vulnerability, including disregard for resource scarcity.
         7. any activities or behaviours that disregard the opinions, complaints, rights and cultural heritage of indigenous peoples, specific social groups.
6. Due Diligence
   1. The Energy Saving Trust is required to ensure that it conducts robust checks for its contractors engaged for the Project (**Due Diligence**).
   2. Due Diligence conducted by the Energy Saving Trust shall include without limitation:
      1. the reliability, integrity and efficiency of the Contractor's controls, systems and processes including compliance with relevant legislation, regulations, rules, policies and procedures;
      2. whether the Contractor can successfully deliver the relevant outputs based on its processes, past experience and whether they have the sufficient staff capacity and capability available;
      3. the Contractor's ability to correctly manage and account for aid monies and assets as well as its financial health; and
      4. where appropriate, whether Contractor has sufficient capacity and capability to properly monitor and control their implementing partners.
   3. Due Diligence may be conducted from time to time at the discretion of the Energy Saving Trust. The Contractor acknowledges and agrees that the results of the Due Diligence may be shared by the Energy Saving Trust with FCDO, upon request.
   4. Any Due Diligence conducted by the Energy Saving Trust or its representatives shall not relieve the Contractor from any of its liabilities under this agreement.
   5. The Contractor is required to conduct robust checks and due diligence on any of its agents or sub-contractors involved in any activity under this Agreement in accordance with FCDO rules, as follows:

4.5.1 The Contractor will undertake suitable due diligence and take the necessary steps prior to transferring EST funds and at regular intervals throughout the implementation to assess the internal controls and systems of any sub-contractors. These assessments will be shared with EST, upon request and should determine, relative to project risk:

* the reliability, integrity and efficiency of the sub-contractors’ controls, systems and processes including compliance with relevant legislation, regulations, rules, policies and procedures;
* whether the sub-contractors can successfully deliver the relevant outputs based on its processes, past experience and whether they have the sufficient staff capacity and capability available;
* the sub-contractors’ ability to correctly manage and account for aid monies and assets as well as its financial health; and
* where appropriate, whether the sub-contractor has sufficient capacity and capability to properly monitor and control their implementing partners.
  1. The Contractor will also seek to ensure that none of the funds or assets provided under this Agreement are made available or used to provide support to individuals, groups or entities associated with terrorism including those named on the following lists as updated from time to time:
* **HM Treasury’s Office of Financial Sanctions Implementation** – [Financial sanctions: consolidated list of targets](https://www.gov.uk/government/publications/financial-sanctions-consolidated-list-of-targets)
* **UK Home Office** – [Proscribed terrorist groups or organisations](https://www.gov.uk/government/publications/proscribed-terror-groups-or-organisations--2)
* **European Union** – [Consolidated list of sanctions](https://eeas.europa.eu/headquarters/headquarters-homepage_en/8442/Consolidated%20list%20of%20sanctions)
* **United Nations** – [United Nations Security Council Sanctions List](https://www.un.org/sc/suborg/en/sanctions/un-sc-consolidated-list)
* **World Bank** – [World Bank Listing of Ineligible Firms & Individuals](http://pubdocs.worldbank.org/en/387181466627871302/World-Bank-Notes-on-Debarred-Firms-and-Individuals.pdf)

Enhanced Due Diligence guidance be found [here](https://www.gov.uk/government/publications/dfid-enhanced-due-diligence-safeguarding-for-external-partners/enhanced-due-diligence-safeguarding-for-external-partners).

1. Payment
   1. The Contractor shall ensure that all fees payable under this agreement are invoiced in Sterling (£).
   2. Any claims for outstanding payments must be made by the Contractor to the Energy Saving Trust in writing within 3 months of the relevant invoice date.
2. **Indemnity**
   1. In addition to paragraph 15 of the Conditions, the Contractor shall indemnify the Energy Saving Trust against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, losses relating to any recovery of funding from FCDO, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Energy Saving Trust arising out of or in connection with:
      1. the Contractor's breach of this agreement;
      2. the actions of the Contractor leading to the Energy Saving Trust's breach of its agreement with FCDO including without limitation:
         1. the Contractor enters into administration, liquidation, administration or other similar process, is dissolved or enters into any arrangements with its creditors;
         2. the Contractor, without the prior consent of FCDO in writing, assigns or transfers, or purports to assign or transfer, or causes to be assigned or transferred, any interest in this agreement or any part, share or interest therein;
         3. the Contractor changes its identity or character including, but not limited to, through the take-over, merger, change of ownership or control;
         4. the Contractor uses any sums provided to it under this agreement for any purpose other than the purpose provided for;
         5. an event occurs which damages, or is capable of damaging, the reputation or integrity of EST, FCDO or that of the Project; and
      3. any claim for damages, losses, or recovery of funding made against the Energy Saving Trust by a third party 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 Contractor, its employees, agents or subcontractors.
3. **Anti-bribery, anti-corruption and anti-terrorism**
   1. The Contractor will take such steps as are necessary to ascertain that it, its agents, subcontractors, connected or associated persons or any person with whom the Contractor contracts in connection with the supply of the Services comply with this clause 7 and the Contractor shall forthwith notify the energy Saving Trust in writing in the event that it becomes aware that this is not the case.
   2. The Contractor represents that neither it nor its agents, subcontractors, connected or associated persons or any person with whom the Contractor contracts in connection with the supply of the Services is involved in, nor will it become involved in and will ensure that each of its staff, agents, subcontractors, consultants, connected or associated persons will not engage in or in any way support or facilitate any act, omission or other behaviour which could be considered to constitute:
      1. terrorism or other terror related offences including without limitation association with any individuals, entities or groups named on the following lists as updated from time to time:
         1. HM Treasury’s Office of Financial Sanctions Implementation – Financial sanctions: consolidated list of targets;
         2. UK Home Office – Proscribed terrorist groups or organisations;
         3. European Union – Consolidated list of sanctions;
         4. United Nations – United Nations Security Council Sanctions List;
         5. World Bank – World Bank Listing of Ineligible Firms & Individuals; and
      2. bribery or other criminal offence under the UK Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 (as amended) or any other legislation in any jurisdiction relating to bribery, corruption or fraud. In the event that there is any reasonable risk that this presentation has, is or may become untrue at any time the Contractor will promptly notify the Energy Saving Trust thereof and take such steps as the Energy Saving Trust may reasonably require in order to rectify or deal with the situation
4. **Audits and record keeping**
   1. The Energy Saving Trust's audit rights shall extend to FCDO and its representatives as may be necessary and survive for a period of five (5) years following termination or expiry of this agreement.
   2. The Contractor shall retain all records associated with this agreement for a period of not less than five (5) years following termination or expiry of this agreement.
5. **Third Party Rights**
   1. With the exception of FCDO, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.
6. Agreement to prevail
   1. If any provision of the clauses of this agreement is inconsistent with a provision included in the Conditions (including the schedules and appendices to the Conditions), then the clauses of this agreement shall prevail.
7. Governing law and jurisdiction
   1. This agreement shall be governed by and construed in all respects in accordance with the laws of England and Wales and the parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.

This agreement has been signed on the date appearing at the top of page 1.

It is agreed as follows:

The contract between EST and the Contractor (the "Contract") is made up of the attached "Schedules" listed below which documents together shall constitute the entire agreement and understanding between the parties (superseding any previous agreements) in relation to the supply by the Contractor to EST of the services described in the Specification:

The following schedules are applicable to this Contract, in the following order of precedence:

Contract Front Page

Clauses

Schedules

Appendices

**Signed**

**Name**   
**duly authorised by EST**

**Position**

**Date**

**Signed**

**Name**   
**duly authorised by the Contractor**

**Position**

**Date**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Energy Saving Trust Standard Conditions of Purchase for Services

1. **In these Conditions**:
   1. The following expressions shall have the following meanings:

|  |  |
| --- | --- |
| "Associate"  “Applicable Laws” | any subsidiary or holding company (as those expressions are defined by section 1159 of the Companies Act 2006) of the Contractor or any other subsidiary of any such holding company, together with any other person Controlled by the Contractor;  means: any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a Party is subject; the common law as applicable to the Parties from time to time; any binding court order, judgment or decree; or any applicable direction, policy, rule or order that is binding on a Party and that is made or given by any regulatory body having jurisdiction over a Party or any of that Party's assets, resources or business; |
| "Contract” | the Terms and Conditions, the Specification, the Schedule of Prices and any documents attached (whether as a schedule, an appendix or otherwise) to the Conditions. |
| "Commencement Date" | means [insert commencement date]; |
| "Conditions"  "Confidential Information" | means these terms and conditions  all designs, drawings, data, specifications, processes, procedures, Intellectual Property, trade secrets, reports, records, including details of customers, suppliers and similar databases and all other technical, financial, business or other information relating to the Services and/or to the Energy Saving Trust and obtained or created by the Contractor at any time, including but not limited to those items (if any) identified in the Specification for these purposes, whether or not such information is reduced to a tangible form or expressly stated to be "confidential"; |
| "Contract Manager" | a person appointed by both Parties pursuant to Clause 3.7 to liaise with and oversee the work of the Contractor, such expression to include any other person deputising for such appointed person from time to time; |
| "Control" | refers to the power of a person to secure directly or indirectly that the affairs of another person are conducted in accordance with the first person's wishes, whether by means of the holding of shares or otherwise, and "Controlled" shall be construed accordingly; |
| "Data"  “Data Loss Event”  “Data Protection Legislation” | all data (in eye or machine readable form) supplied by the Energy Saving Trust to the Contractor or acquired, created or processed by the Contractor in connection with this Contract, and the print-outs, reports, output and other data resulting from the processing undertaken by the Contractor in connection with this Contract;  means any event that results, or may result, in unauthorised access to the EST Personal Data, and / or actual or potential loss and / or destruction of the EST Personal Data in breach of this Agreement, including any breach of the Data Protection Legislation;  means any law applicable relating to the processing, privacy and use of personal data, including, without limitation: (i) the Data Protection Act 2018 (“DPA 2018”); (ii) the UK GDPR, and/or any corresponding or equivalent national laws or regulations; (iii) the Privacy and Electronic Communications Regulations 2003(SI 2003/2426), and / or (iv) any judicial or administrative implementation of any of the above, any guidance, guidelines, codes of practice, codes of conduct or approved certification mechanisms issued by the Information Commissioner's Office, or other regulatory or supervisory authority responsible for administering Data Protection Legislation; |
| "Energy Saving Trust Worker" | any person who is or was during the period within which the Contractor is or was providing the Services an employee or consultant of the Energy Saving Trust and with whom the Contractor has or had personal dealings in the course of providing the Services; |
| "Event of Force Majeure" | any cause or causes beyond a Party's reasonable control including, but not limited, to act of God, terrorism, war, fire, flood, explosion or civil commotion; |
| "Expiry Date" | Means [insert date] (save in respect of any provisions expressed, or by implication, to continue in force following termination or expiry), as specified in this Contract; unless extended by mutual agreement in writing by both parties. |
| "Fees" | the fees for the supply of Services by the Contractor to the Energy Saving Trust, as detailed in this Contract or otherwise Mutually Agreed; |
| “FOIA” | means the Freedom of Information Act 2000; |
| "Funder" | means any or all of the Foreign, Commonwealth and Development Office ("FCDO"), and any other government department, executive body or public authority that provides funding to the Energy Saving Trust in connection with the subject matter of the Services; |
| "Insurance Requirements" | the requirements specified in this Contract, both as to the terms and amount of cover, in relation to the Contractor's insurance; |
| "Intellectual Property" | means any and all patents, trade marks, service marks, registered designs, utility models, design rights, copyrights (including but not limited to copyright in computer software), database rights, semiconductor topography rights, inventions, technical information, business or trade names, goodwill and all other intellectual property and rights of a similar or corresponding nature in any part of the world, whether registered or not or capable of registration or not and including all applications and the right to apply for any of the foregoing rights and the right to sue for any past infringements of any of the foregoing rights; |
| "Materials" | means all items, data and other product of the Services (whether tangible or intangible, in paper, electronic or other form) created or provided by the Contractor in the course of providing the Services, including (but not limited to), copy, artwork, designs, web pages and software; |
| "Mutually Agreed" | mutually agreed in writing between authorised representatives of the Energy Saving Trust and the Contractor at any time after the date of this Contract (and "Mutual Agreement" shall be construed accordingly); |
| "Nominated Staff" | the individual identified in this Contract as being the Contractor's "Account Manager" and any other individuals (if any) specified in this Contract as being Nominated Staff; |
| "Relevant Period" | the duration of this Contract, together with a period of 4 (four) weeks after this Contract comes to an end (for whatever reason); |
| "Services" | the services to be provided by the Contractor to the Energy Saving Trust, as detailed in this Contract; |
| "Special Conditions" | the provisions (if any) specified as such in the Specification; |
| "Specification" | the document attached to the these Conditions and headed "Specification" (whether in a schedule of this name or otherwise), as varied by Mutual Agreement from time to time; |
| "Telephone Numbers" | those telephone and facsimile numbers, PO Box addresses, web-sites and e-mail addresses (if any) to be used by the Contractor, in the provision of the Services, as detailed in the Schedule or otherwise specified by the Energy Saving Trust from time to time; |
| "Transfer Regulations"  “UK GDPR” | the Transfer of Undertakings (Protection of Employment) Regulations 2006 and any EU directive, regulation or other legislation having like effect.  the United Kingdom’s retained version of the General Data Protection Regulation ((EU) 2016/679) as defined in section 3(10) (and as supplemented by section 205(4)) of the DPA 2018; |
| "Working Days" | means core hours (08:30 – 17:30) between Monday to Friday, excluding public holidays. |

* 1. Where the context permits, references in this Contract to the "Contractor" shall be deemed to include the Contractor's employees, agents and sub-contractors and accordingly an obligation in this Contract on the Contractor to do or omit to do a particular thing shall be construed as imposing on the Contractor an obligation to procure compliance with that obligation on the part of its employees, agents and sub-contractors, provided that nothing in this Contract shall give the Energy Saving Trust any right of action against such employees, agents or sub-contractors that, but for this Clause 1.2, the Energy Saving Trust would not otherwise have had.
  2. The headings in this Contract are inserted only for convenience and shall not affect its construction.
  3. In this Contract unless the context otherwise requires:
     1. where appropriate words denoting a singular number only shall include the plural and vice versa and words denoting a feminine gender shall include the masculine/neuter and vice versa;
     2. any reference to any legislation or legislative provision shall be construed as a reference to that legislation or provision as amended, re-enacted or extended at the relevant time;
     3. reference to a person shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) or one or more of the foregoing;
     4. any phrase introduced by the terms "include", "including", "particularly", or "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
  4. In the event of any conflict or inconsistency between the different parts of this Contract, the order of priority shall be as follows:-
     1. first priority, the Special Conditions (if any);
     2. second priority, these Conditions;
     3. third priority, the Specification (other than the Special Conditions, if any) and the Schedule of Prices;
     4. fourth priority, subject to Clause 1.6, any other documents which form part of the Contract.
  5. These Conditions prevail over any inconsistent terms or conditions contained, or referred to in the Contractor’s purchase order, acceptance of a quotation or other document supplied by the Contractor or implied by law.

1. **Commencement and Duration**
   1. Subject to early termination of this Contract in accordance with other provisions of this Contract (including Clauses 4 (where used), 5, 14 and 17 below), the Contractor shall provide Services to the Energy Saving Trust from the Commencement Date until the Expiry Date.
2. **The Services - General Obligations**
   1. The Contractor shall provide the Services in the manner and at the times described in the Specification and shall comply in all respects with any services levels or performance milestones applicable to the Services as set out in the Specification. Where any dates or times are specified for the provision of the Services time is of the essence.
   2. The Contractor shall provide the Services and carry out any other obligations under this Contract with all reasonable care, skill and diligence and shall at all times during the continuance of this Contract:-
      1. comply with good industry practice and all applicable laws and regulations;
      2. act in good faith;
      3. obey all lawful and reasonable directions given by the Energy Saving Trust from time to time.
   3. The Contractor shall provide the Services at such locations as shall be nominated by the Energy Saving Trust from time to time and shall procure that the Contractor's employees, agents or sub-contractors, whilst providing the Services at such locations, comply with such health and safety and other procedures and policies as may be notified to it from time to time by the Energy Saving Trust.
   4. The Contractor shall be deemed to have satisfied itself as regards the nature and extent of the Services, the supply of and conditions affecting labour and the equipment necessary for the performance of the Services, and shall provide and maintain an organisation having the necessary facilities and resources to undertake the Services.
   5. The Contractor shall:-
      1. without prejudice to the generality of Clause 3.4 above provide, at all times, the number of staff required to fulfil its obligations under the Contract and shall ensure that all such staff have appropriate qualifications, experience and competence and are in all respects acceptable in the Energy Saving Trust’s reasonable opinion;
      2. take all reasonable steps to avoid changes of staff assigned to and accepted for the work under the Contract;
      3. give at least one month’s written notice of proposals to change Nominated Staff;.
      4. immediately remove any member of its staff from the provision of the Services, and provide a suitable replacement, where the Energy Saving Trust reasonably considers that the individual in question does not meet the requirements of this Contract and/or has been guilty of any kind of misconduct or inappropriate behaviour.
   6. Unless otherwise stated in the Specification, the Contractor shall supply at its own cost any equipment or other items required in the course of providing the Services. Insofar as the Energy Saving Trust does provide the Contractor from time to time in connection with the Services with any property (of whatever kind, whether equipment, software, paper materials or any other items) which is owned or rented by or licensed to the Energy Saving Trust:
      1. the Contractor shall only use such property for the purposes of providing the Services and in accordance with any instructions for use and/or any hire or licence terms made known to the Contractor by the Energy Saving Trust;
      2. such property shall remain the property of the Energy Saving Trust (as between the Energy Saving Trust and the Contractor) and the Contractor shall not sell, assign, mortgage, hire or part with possession of that property or otherwise do or permit or cause to be done anything which might prejudicially affect the Energy Saving Trust's rights to such property;
      3. the Contractor shall keep such property safe and secure and, if requested to do so by the Energy Saving Trust at any time, return it immediately to the Energy Saving Trust.
   7. Both Parties shall designate a "Contract Manager" to be responsible for liaising with and overseeing the work carried out by the Contractor under the Contract, in which case:-
      1. the Contract Manager shall be the Contractor's first point of contact with the Energy Saving Trust on all issues connected with the Services;
      2. the Contractor shall ensure that the Contract Manager is advised of all meetings between the Contractor and the Energy Saving Trust in connection with the Services.
   8. The Contractor shall be responsible for monitoring its performance of the Contract (including the performance of any sub-contractors) and shall notify the Energy Saving Trust immediately and provide full particulars if there is any risk that any requirements of the Contract may not be met.
   9. Where progress reports are required by the Energy Saving Trust under the Contract, the Contractor shall render those reports at such time and in such form as may be specified by the Energy Saving Trust.
   10. The Contractor shall keep detailed records of all things done by it in relation to the provision of the Services (including, but not limited to, proper accounts, records and vouchers for all expenditure referable to the Services) and shall:-
       1. permit the Energy Saving Trust by its respective agents or auditors to examine such records where and upon such reasonable notice as the Energy Saving Trust may require, and provide copies of all such materials upon request;
       2. provide such explanations as the Energy Saving Trust or its agents or auditors may request in connection with such records;
       3. keep all such records available for at least two years following termination of the Contract.
   11. The Contractor shall have in place a formal complaints procedure in terms approved by the Energy Saving Trust and (without prejudice to the generality of its obligations under Clause 3.9) shall provide the Energy Saving Trust with a monthly report, at such times and in such form as may be specified by the Energy Saving Trust, summarising any complaints received by the Contractor.
   12. The Contractor shall permit representatives of the Energy Saving Trust to inspect and examine the provision of the Services by the Contractor.
   13. The Contractor shall conform in every material respect to the Energy Saving Trust's:
       1. equal opportunities and valuing diversity policies (as attached to this Contract or, if not so attached, as made available by the Energy Saving Trust on request) and shall not, in any dealings with its own employees or prospective employees or with any other person in connection with this Contract, discriminate on the grounds of age, disability, sex, sexual orientation, colour, race, ethnic or national origin or religion;
   14. The Contractor shall not solicit or accept any gratuity, tip, reward, collection or other form of money taking, or make any charge for any part of the Services, save for the Fees payable by the Energy Saving Trust and any other sums expressly approved by the Energy Saving Trust in writing.
   15. The Contractor warrants and represents to the Energy Saving Trust that it is an independent Contractor and as such shall be responsible for making appropriate PAYE deductions for tax and national insurance contributions from the remuneration it pays its staff.
   16. Nothing in the Contract shall be construed as creating a partnership or a relationship of employer and employee or principal and agent between the Energy Saving Trust and the Contractor and/or (where applicable) between the Energy Saving Trust and any employee of the Contractor.
   17. The Contractor shall have no authority to incur any expenditure or enter into any contracts in the name of the Energy Saving Trust.
   18. The Contractor shall:
       1. (without prejudice to the generality of Clause 3.4) ensure that it has all IT facilities necessary to perform its obligations under this Contract, including appropriate back-up, security and virus-checking procedures in place for such facilities;
       2. take all reasonable precautions not to introduce any computer virus or other contaminant into any of the Energy Saving Trust's IT systems;
       3. (without prejudice to the generality of Clause 3.19.2) check all Materials which are to be provided to the Energy Saving Trust in electronic form with the latest commercially available virus-checking software prior to delivery to the Energy Saving Trust;
       4. have in place for the duration of this Contract such disaster recovery arrangements as are detailed in the Specification or otherwise Mutually Agreed or (in the absence of any such agreed arrangements) such disaster recovery arrangements as would be consistent with good industry practice;
       5. provide the Energy Saving Trust on request with details of the disaster recovery arrangements it has in place pursuant to Clause 3.19.4, regularly test and update those arrangements and implement them without delay on the occurrence of any event contemplated by them.
   19. During the Relevant Period, the Contractor shall not, and shall ensure that its employees do not, in whatever capacity (whether on his or their own respective accounts or for or in conjunction with another person) directly or indirectly and without the express prior written consent of the Energy Saving Trust (such consent not to be unreasonably withheld):
       1. offer to engage or engage any Energy Saving Trust Worker (on whatever basis, whether as an employee, self-employed contractor or otherwise, whether directly or through a limited company controlled by or otherwise associated with the individual in question, and whether or not the individual in question would be committing any breach of his contract with the Energy Saving Trust by accepting such an engagement); and/or
       2. solicit or seek to entice away from the Energy Saving Trust any Energy Saving Trust Worker; and/or
       3. otherwise interfere or seek to interfere with the relationship between the Energy Saving Trust and any Energy Saving Trust Worker.
3. **Warranties in relation to Materials**
   1. The Contractor warrants and undertakes to the Energy Saving Trust that any and all Materials will:-
      1. be delivered in the exact quantities, as stated in the Specification;
      2. be of satisfactory quality, and fit for any purpose stated in the Contract or reasonably to be inferred from the circumstances relating to the Contract;
      3. be free from defects in design, materials and workmanship;
      4. correspond with the requirements set out or referred to in the Specification and with any draft, proof or test versions approved by the Energy Saving Trust under Clause 6 below;
      5. comply with all applicable statutory requirements and regulations relating to Materials of this type;
      6. be free from all liens, encumbrances and other third party rights;
      7. (subject to Clause 4.1.4) be compatible with any software, hardware, equipment, system, infrastructure or other thing in the possession of and/or used by the Energy Saving Trust to which such Materials are to be connected or with which they are otherwise to interface or be used.
   2. Without prejudice to any other remedy that the Energy Saving Trust may have, if any Materials are not supplied in accordance with the Contract, then the Energy Saving Trust shall be entitled at its discretion:
      1. to require the Contractor (at the Contractor's expense) to repair or rectify the defective Materials within [insert days relevant to the Contract] days or other such time-scale as the Energy Saving Trust reasonably requires;
      2. to require the Contractor (at the Contractor's expense) to supply replacement Materials in accordance with the Contract within [insert days relevant to the Contract] days or such other time-scale as the Energy Saving Trust reasonably requires; or
      3. at the Energy Saving Trust's sole option, and whether or not the Energy Saving Trust has previously required the Contractor to supply any replacement Materials, to terminate the Contract, either as a whole or as to the supply of the Materials in question only, and require the immediate repayment of any part of the Fees that have already been paid in respect of those Materials.
4. **Approvals**
   1. Where required to do so by the Energy Saving Trust, the Contractor shall submit to the Energy Saving Trust on or by the dates referred to in the Specification drafts, proofs or test versions of particular Materials for approval prior to the full production of such Materials.
   2. In relation to any draft, proof or test Materials submitted to the Energy Saving Trust pursuant to Clause 6.1:-
      1. the Energy Saving Trust shall be entitled to reject any such drafts, proofs or test versions that do not comply with the requirements set out or referred to in the Specification or which would (if delivered in a final form) otherwise be in breach of any warranties in this Contract;
      2. the Contractor in [insert relevant number of days] days make such alterations as shall be necessary for the Materials in question to comply with the Specification and the other terms of this Contract and shall re-submit the drafts, proofs or test versions to the Energy Saving Trust for approval.
   3. The provisions of Clauses 5.1 and 5.2 shall apply until such time as the Energy Saving Trust has expressly approved the draft, proof or test Materials in question.
   4. For the avoidance of doubt:-
      1. the Contractor shall not be entitled to charge any additional Fees for work involved in rectifying defects pursuant to Clauses 5.2.2 above; and
      2. to the extent that the process of rectifying such defects and re-submitting Materials to the Energy Saving Trust for approval causes or contributes to any delay in the provision of the Services (including the achievement of any performance milestone), nothing in this Clause shall relieve the Contractor of any liability that it may have in respect of such delay under the other provisions of this Contract.
5. **Fees and Payment**
   1. The Energy Saving Trust shall pay to the Contractor the Fees set out in the Schedule of Prices against compliance to the Energy Saving Trust's satisfaction with the obligations set out in this Contract.
   2. Unless otherwise stated in the Contract or unless the Contract is varied through Mutual Agreement, the Fees shall be valid for the entire period of this Contract and are exclusive of VAT but inclusive of all other costs including costs of equipment and other items, travelling and subsistence as and when necessary and all other costs and expenses that the Contractor may incur in connection with the provision of the Services.
   3. The Contractor shall provide to Energy Saving Trust satisfactory evidence of expenditure of any expenses prior to any reimbursement.
   4. The Contractor shall be entitled to raise its invoices for the Fees and any allowable expenses necessarily and reasonably incurred in connection with the provision of the Services on the milestone payment dates set out in the Specification in respect of the Services provided to the Energy Saving Trust's satisfaction in that month;
   5. Subject to Clauses 6.1 and 6.7, all payments shall be made by the Energy Saving Trust:-
      1. within 30 days following the receipt by the Energy Saving Trust of the Contractor’s valid invoice, together with such other supporting documentation as the Energy Saving Trust may reasonably require;
      2. by a cheque or bank transfer to the account of the Contractor at a bank to be nominated in writing by the Contractor.
   6. Payment by the Energy Saving Trust shall be without prejudice to any claims or rights which the Energy Saving Trust may have against the Contractor and shall not constitute any admission by the Energy Saving Trust as to the performance by the Contractor of its obligations under this Contract.
   7. Prior to making any such payment the Energy Saving Trust shall be entitled to:-
      1. make such deductions or deferments as the Energy Saving Trust reasonably thinks fit in respect of any Services that the Contractor has failed to provide in accordance with this Contract or in respect of any other claims against the Contractor; unless remedied by the Contractor within 7 working days of Energy Saving Trust advising the Contractor of such failings.
   8. If any sums owing by the Energy Saving Trust under this Clause 6 have not been paid by the due date for payment, the Contractor shall be entitled to charge interest on the amount outstanding from time to time at the rate of 2% above the base rate for the time being of Barclays Bank Plc. Both Parties agree that this is a substantial contractual remedy and the statutory interest rate of the Commercial Debts (Interest) Act 1998 (as amended by the Late Payment of Commercial Debts Regulations 2013) shall not apply to this Contract.
6. **Variation of Requirement and/or Contract**
   1. Energy Saving Trust shall have the right on notifying the Contractor to vary the Services at any time without the Contractor's consent by issuing a contract variation notice.
   2. Prior to the implementation of any variation, both Parties shall review the proposed changes and such variation shall only be valid if Mutually Agreed by both Parties,
   3. Where it becomes necessary as a result of a variation under Clause 7.1 to make a fair and reasonable adjustment to the Fees, the same shall be made as soon as practicable by agreement between the Energy Saving Trust and the Contractor.
7. **Suspension of the Services**
   1. The Energy Saving Trust reserves the right to require the Contractor to suspend all activity on the Contract for such period, up to a maximum of 60 days, as may be specified by the Energy Saving Trust in the case of any event which in the reasonable opinion of the Energy Saving Trust would make it temporarily inappropriate to continue the Services, including (but not limited to) any circumstances in which the Energy Saving Trust reasonably considers that the Contractor's performance under this Contract is deficient and wishes to conduct an investigation into such performance.
   2. During any period of suspension under Clause 8.1 above, the Energy Saving Trust shall be entitled at its discretion temporarily to engage another person to perform the Services or part of them in substitution for the Contractor, in which event the Contractor shall co-operate fully with such person and provide such person and the Energy Saving Trust with all assistance reasonably required to limit disruption to the Services so far as reasonably practicable.
   3. The suspension of activity under Clause 8.1 shall be treated as a variation to the Services under Clause 8 and, subject always to Clause 7, the Energy Saving Trust will pay valid costs incurred by the Contractor up to the time of such suspension but accepts no liability in respect of any expenditure or commitment incurred during the period of the suspension except as otherwise Mutually Agreed.
8. **Re-Tendering and Handover**
   1. In the event that a different organisation is required to take on the Services at the expiry or termination of the Contract, the Contractor shall co-operate in arrangements for the transfer to reduce to a minimum any interruption in the Services.
   2. In the period of twelve months leading up to the Expiry Date or any earlier date on which this Contract is to terminate:
      1. within 21 days of being so requested by the Energy Saving Trust, the Contractor shall (free of charge to the Energy Saving Trust) provide, and thereafter keep updated, all the information reasonably requested by the Energy Saving Trust to assist the Energy Saving Trust to issue tender documents for the future provision of the Services, including such anonymous information in respect of the personnel employed or engaged by the Contractor or any of its sub-contractors in the provision of the Services as the Energy Saving Trust may reasonably request for the purposes of assessing and informing any prospective tenderer about the potential application and impact of the Transfer Regulations on any transfer of the provision of the Services;
      2. the Contractor shall ensure that all such information is accurate and complete in all respects;
      3. the Energy Saving Trust shall take all reasonable precautions to ensure that the information so provided is given only to service providers who have qualified to tender for the future provision of the Services;
      4. the Energy Saving Trust shall request that such service providers treat such information in confidence, that they only disclose such information to those staff who need to be involved in preparing the response to the invitation to tender and that they will not use it for any other purpose;
      5. the Contractor shall co-operate in all other ways reasonably requested by the Energy Saving Trust.
   3. At the time of the handover of the Services:
      1. the Contractor shall co-operate fully with the Energy Saving Trust in order to achieve an effective transfer without disruption to the provision of the Services;
      2. without charge, the Contractor shall allow the Energy Saving Trust or any party nominated by the Energy Saving Trust full access to all documents, reports, summaries and any other information necessary for the transfer;
      3. without charge, the Contractor shall transfer to the Energy Saving Trust, or any party nominated by the Energy Saving Trust, all computerised filing, recordings, documentation, plans and drawings held on software and utilised in the provision of the Services, such transfer to be made in a fully indexed and catalogued disk format to operate on a proprietary software package available to the Energy Saving Trust.
9. **Intellectual Property Rights and Confidentiality**
   1. Subject to Clause 10.2, the Materials and all Intellectual Property conceived or made by the Contractor in the course of providing the Services including but not limited to all Intellectual Property of whatever nature subsisting in or in relation to any Materials whether now known or in the future created shall belong to the Energy Saving Trust, and the Contractor with full title guarantee hereby assigns and agrees to assign to the Energy Saving Trust absolutely (including by way of present assignment of future copyright and database rights) all such Intellectual Property.
   2. Unless otherwise agreed in writing:-
      1. any Intellectual Property which subsists in or in relation to any Materials but which existed before the date of this Contract shall, as between the Parties, remain the property of the Contractor;
      2. the Contractor shall grant to the Energy Saving Trust in respect of any such pre-existing Intellectual Property a non-exclusive, perpetual, transferable, royalty free licence (including the right to grant sub-licences) to use copy, modify, adapt, publish and create derivative works from such Intellectual Property and to do such other things as may be necessary to ensure that the Energy Saving Trust and any person authorised by the Energy Saving Trust has the right to use the relevant Materials (in relation to which such Intellectual Property subsists) for such purposes as the Energy Saving Trust may think fit from time to time.
   3. The Contractor shall ensure that:
      1. the provision of the Services and the use of any Materials (whether by the Energy Saving Trust or any other person) for the purposes contemplated by this Contract (being, unless otherwise agreed in writing in respect of particular Materials, all such purposes as the Energy Saving Trust may think fit from time to time) does not infringe the rights (including Intellectual Property) of any third party;
      2. the Materials do not contain anything that is libellous, defamatory or indecent or which would otherwise infringe the statutory or common law rights of any third parties;
      3. the Contractor does not do anything that may threaten or endanger any Intellectual Property subsisting in the Materials or otherwise owned by the Energy Saving Trust.
   4. Whenever requested to do so by the Energy Saving Trust the Contractor shall deliver-up to the Energy Saving Trust any Materials specified by the Energy Saving Trust and shall do any and all things and execute (or procure the execution of) any and all applications, assignments or other instruments which the Energy Saving Trust shall deem necessary to give effect to the provisions of this Clause 10.
   5. The Contractor agrees:-
      1. to safeguard and keep the Confidential Information secret and confidential and shall not at any time for any reason whatsoever disclose any such information or permit any such information to be disclosed to any third party, except to those of the Contractor's employees, agents, sub-contractors or professional advisors who have a need to see such information for the purposes of the Contractor performing its obligations under this Contract;
      2. to procure that any of its employees, agents, sub-contractors or professional advisors (including employees of those sub-contractors or advisors) who have access to any Confidential Information enter into a suitable confidentiality agreement in a form approved by the Energy Saving Trust or, insofar as this is not reasonably practicable, ensure that such persons are made aware of and comply in respect of that information with confidentiality obligations equivalent to those imposed by this Contract;
      3. not use or permit to be used any Confidential Information otherwise than for the purposes of providing the Services;
      4. not at any time to remove from the Energy Saving Trust's premises any Confidential Information (or copies thereof) except where the Energy Saving Trust has given written consent for particular information or documents to be taken or worked on off site, specifying conditions for its return.
   6. The provisions of Clauses 10.5.1 to Clause 10.5.4 shall not apply to any Confidential Information to the extent that it:
      1. is or becomes public available otherwise than by breach by the Contractor of this Contract or any other obligation of confidentiality;
      2. is required to be disclosed by law to a proper authority, provided that the Energy Saving Trust is given prior notification of the intended disclosure.
   7. The obligations contained in of this Clause 10 shall continue to apply after the expiry or termination of the Contract.
10. **Security and Data Protection**
    1. All Data shall belong (as between the Energy Saving Trust and the Contractor) to the Energy Saving Trust.
    2. The Contractor shall only use Data in connection with the provision of the Services and shall comply at all times with all reasonable directions or guidelines given or issued by the Energy Saving Trust from time to time in relation to the processing of Data.
    3. The Contractor shall at all times comply with and shall not do or omit to do anything that might put the Energy Saving Trust in breach of the Data Protection Legislation.
    4. For the purposes of the Data Protection Legislation, Energy Saving Trust and the Supplier agree that Energy Saving Trust shall be the Controller and the Supplier shall be the Processor of any Personal Data Processed by the Supplier of which Energy Saving Trust is the Controller ("**EST Personal Data**") pursuant to this Agreement.
    5. Energy Saving Trust has defined that the following categories of EST Personal Data will be collected and processed by the Supplier under this Agreement:
       1. [INSERT TYPES OF DATA TO BE PROCESSED BY THE SUPPLIER]
       2. name and title;
       3. professional, commercial or business addresses;
       4. date of birth;
       5. telephone number;
       6. professional, commercial or business e-mail address; and
       7. Sensitive Personal Data and Special Categories Personal Data (information about race and ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, health or sexuality).
    6. Energy Saving Trusthas defined the following Data Subject categories from who the EST Personal Data as described in Clause 11.5 will be collected andprocessed by the Supplier under this Agreement:
       1. [INSERT CATEGORIES OF DATA SUBJECT E.G. CUSTOMERS];
       2. [INSERT].
    7. During the Term, as Processor, the Supplier undertakes:
       1. to Process the EST Personal Data strictly in accordance with the Data Protection Legislation, this Agreement, Energy Saving Trust's instructions from time to time and notify Energy Saving Trust immediately if it considers that any of Energy Saving Trust's instructions infringe the Data Protection Legislation;
       2. if Applicable Law requires the Supplier to Process the EST Personal Data other than in accordance with Energy Saving Trust's instructions, to notify Energy Saving Trust of any such requirement before Processing the EST Personal Data (unless Applicable Law prohibits such information on important grounds of public interest);
       3. to put in place appropriate technical and organisational measures to ensure appropriate security of the EST Personal Data and safeguard against any unauthorised and unlawful Processing of, and against accidental loss or destruction of, or damage to, the EST Personal Data, all to the reasonable satisfaction of Energy Saving Trust. Such measures shall include, but are not limited to:
          * 1. appropriate measures to ensure the ongoing confidentiality, integrity, availability and resilience of the Supplier's systems and services;
            2. appropriate measures to restore the availability and access to the EST Personal Data in a timely manner in the event of a physical or technical incident; and
            3. a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the EST Personal Data;
       4. document its implementation of technical and organisational measures in accordance with the requirements of the Data Protection Legislation and Clause 11.7.3;
       5. to notify Energy Saving Trust immediately (and in any event within two hours) of any breach of the security measures required to be put in place by the Supplier pursuant to Clause 11.7.3, a Data Loss Event and / or any breach of the Data Protection Legislation by the Supplier, its sub-processors or sub-contractors or employees. In the event that any EST Personal Data is lost, stolen or subjected to unauthorised access or becomes damaged, corrupted, destroyed or unusable, the Supplier shall restore such EST Personal Data promptly at its own expense;
       6. maintain records of all activities carried out by the Supplier in relation to the EST Personal Data. Such records shall be in the form prescribed and contain the information described in the Data Protection Legislation;
       7. not to disclose or allow access to the EST Personal Data to any Data Subject or third party other than at the explicit request of Energy Saving Trust or as may be specifically provided for in this Agreement;
       8. not engage any sub-processors or sub-contractors to perform the obligations imposed on the Supplier under this Agreement without the prior written approval of Energy Saving Trust and, where Energy Saving Trust's prior written approval is given, ensure that such sub-processors or sub-contractors are subject to written contractual obligations concerning the EST Personal Data which are no less onerous than those imposed on the Supplier under this Agreement, such written contract to be entered into before any EST Personal Data is passed to the sub-processor or sub-contractor;
       9. that any of its employees who will have access to the EST Personal Data have undergone data protection training and are aware of their obligations under the Data Protection Legislation, including but not limited to, a duty of confidentiality in respect of the EST Personal Data;
       10. to assist Energy Saving Trust with all requests which may be received from Data Subjects in relation to the EST Personal Data under the Data Protection Legislation and to notify Energy Saving Trust of any such request within two working days of receipt;
       11. to provide Energy Saving Trust with such information as Energy Saving Trust may require to satisfy itself that the Supplier is complying with its obligations under the Data Protection Legislation, including contributing to audits and inspections conducted by Energy Saving Trust or a third party appointed by Energy Saving Trust under Clause 11.10;
       12. to notify Energy Saving Trust immediately (and in any event within two hours) if it receives a complaint, notice or any other communication concerning the Supplier's Processing of the EST Personal Data;
       13. to assist Energy Saving Trust with any notifications to the Information Commissioner's Office or Data Subjects where required under the Data Protection Legislation;
       14. to provide Energy Saving Trust with such assistance as Energy Saving Trust reasonably requires in relation to the carrying out of a Data Protection Impact Assessment relating to the Processing of the EST Personal Data, including where Energy Saving Trust engages in a consultation with the Information Commissioner's Office in relation to the Processing of the EST Personal Data;
       15. to restrict any Processing, return or delete the EST Personal Data immediately as directed by Energy Saving Trust;
       16. to indemnify and keep indemnified Energy Saving Trust fully on demand against all losses arising from any breach by the Supplier or any sub-processors or third parties engaged by the Supplier, of this Clause 11 and/or as a result of any claim made or brought by an individual or other legal person in respect of any loss, damage or distress caused to them as a result of the Supplier's unauthorised Processing, unlawful Processing, destruction of and/or damage to any EST Personal Data Processed by the Supplier, any sub-processors or sub-contractors or third parties engaged by the Supplier.
    8. Subject to Clause 11.9, on the expiry of the Term or earlier termination of this Agreement (howsoever caused), the Supplier will immediately:
       1. cease Processing the EST Personal Data; and
       2. at Energy Saving Trust's option and at the Supplier's sole cost and expense, either: (i) return to Energy Saving Trust; or (ii) delete, all the EST Personal Data wherever and in whatever manner it is held or stored,

unless Applicable Law prevents the Supplier from returning or destroying all or part of the EST Personal Data.

* 1. If and to the extent that the Supplier is obliged to retain any EST Personal Data as a result of the Supplier being deemed to be a Controller of that EST Personal Data and/or to comply with Applicable Law, the following provisions will apply:
     1. the Supplier may retain and not return or delete such EST Personal Data, only to the extent and only for as long as is legally necessary to hold such EST Personal Data in its capacity as Controller of that EST Personal Data and/or to comply with Applicable Law; and
     2. the Supplier will, following expiry or earlier termination of this Agreement, be a Controller in relation to such EST Personal Data retained by the Supplier.
  2. Energy Saving Trust is entitled to appoint an auditor (whether internal or independent), to inspect the Supplier's compliance with this Agreement and the Data Protection Legislation at any time during the Term provided that Energy Saving Trust ensures that any such auditor: (i) has, in the view of Energy Saving Trust, the necessary professional qualifications to conduct such an audit; and (ii) is bound by a duty of confidentiality in relation to the EST Personal Data.
  3. For the purposes of this Clause 11, the terms "**Controller**", "**Data Protection Impact Assessment**", "**Data Subject**", "**Information Commissioner's Office**", "**Personal Data**", "**Process**" (including any derivatives thereof), "**Processor**", "**Sensitive Personal Data**", and "**Special Categories of Personal Data**" shall each have the same meaning as defined in the Data Protection Legislation.

1. **Obligations of the Energy Saving Trust**
   1. Throughout the period of this Contract the Energy Saving Trust shall:-
      1. afford the Contractor such access to the Energy Saving Trust’s information records and other material relevant to the provision of the Services as the Contractor may reasonably require, provided always that the Energy Saving Trust shall be obliged to afford such access only during its normal business hours and strictly subject to the confidentiality provisions contained in Clause 10 above; and
      2. make available a Contract Manager to liaise with and, where appropriate, provide instructions to the Contractor.
2. **Termination**
   1. The Energy Saving Trust shall have the right to terminate this Contract at any time on not less than 60 days notice to the Contractor, in which case the Energy Saving Trust shall pay to the Contractor the Fees due to the Contractor in respect of Services properly provided up until the date of termination and the Energy Saving Trust will have no further liability to the Contractor in the event of such termination.
   2. The Energy Saving Trust shall have the right to terminate this Contract with immediate effect by notice in writing to the Contractor at any time and to recover from the Contractor any loss resulting from such termination if any one or more of the following events occurs or occurred prior to the date of this Contract:
      1. the Contractor commits any material breach of any of its duties and obligations under this Contract (including, but not limited to, any failure to adhere to any performance milestones set out in this Contract or any agreed timetable for works) and such breach, where capable of remedy, has not been remedied with 30 days (or such other, shorter period as the Energy Saving Trust reasonably considers appropriate in all the circumstances) of the Contractor being given written notice requiring it to be so remedied;
      2. the Contractor conducts itself in a manner which in the Energy Saving Trust’s reasonable opinion has brought or is likely to bring the Energy Saving Trust into disrepute;
      3. the Contractor or any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) shall have offered or given or agreed to give to any person any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any act or thing in relation to this Contract or any other contract with the Energy Saving Trust.
      4. the Contractor or any person employed by or acting on its behalf shall have committed any offence under the Bribery Act 2010.
   3. In the event that the Energy Saving Trust’s contract with one its Funders is amended or terminated by the Funder, the Energy Saving Trust shall be entitled to amend or terminate this Contract by notice to amend or expire on the same date as that on which the contract with the Funder in question is amended or comes to an end, in which case:-
      1. where the Funder in question terminated the Energy Saving Trust’s contract for breach by the Energy Saving Trust arising out of a breach by the Contractor of this Contract, the Energy Saving Trust shall be entitled (without prejudice to any other remedy it may have) to recover from the Contractor any and all losses suffered by the Energy Saving Trust as a result of or in connection with such breach, including losses arising out of the termination of the Energy Saving Trust’s contract with the Funder and the consequential termination of this Contract;
      2. where Clause 13.3.1 above does not apply, the Energy Saving Trust shall make such payments to the Contractor as would be required on a termination pursuant to Clause 13.1 above.
   4. The Contractor shall have the right to terminate this Contract with immediate effect by notice in writing to the Energy Saving Trust if the Energy Saving Trust commits a material breach of this Contract and fails to remedy that breach within 30 days after being given written notice by the Contractor requiring it to be remedied.
   5. Either the Energy Saving Trust or the Contractor may terminate this Contract with immediate effect by notice in writing to the other at any time if any one or more of the following events occurs in relation to the other Party (that is to say, to the party not giving notice of termination) or has occurred in relation to the other Party prior to the date of this Contract and is continuing:-
      1. in the case of termination by the Energy Saving Trust only, the Contractor (being an individual) is made bankrupt or (being a partnership) suffers one of its partners to be made bankrupt or becomes the subject of winding-up proceedings;
      2. the other Party enters into administration or into compulsory or voluntary liquidation (other than for the purpose of effecting a solvent reconstruction or amalgamation in such manner that the body resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the relevant party under this Contract);
      3. the other Party makes any voluntary arrangement with its creditors;
      4. a security holder takes possession of, or a receiver or administrative receiver is appointed over, all or a material part of the other Party's assets;
      5. in the case of termination by the Energy Saving Trust only, the Contractor ceases for any reason to carry on business or takes or suffers any other action which in the reasonable opinion of the Energy Saving Trust means that the Contractor may be unable to pay its debts.
      6. in the case of termination by the Energy Saving Trust only, the Contractor undergoes a change of Control.
   6. On termination or expiry of this Contract (for whatever reason) the Contractor shall deliver up to the Energy Saving Trust (or if the Energy Saving Trust so directs shall destroy or delete) any and all documents, data and other items which belong to the Energy Saving Trust and/or constitute or contain any Confidential Information.
   7. The termination or expiry of this Contract shall be without prejudice to any other rights or remedies a party may be entitled to under this Contract or at law and shall not affect any accrued rights or liabilities of either party nor the coming into or continuance in force of any provision of this Contract which is expressly or by implication intended to come into or continue in force on or after such termination or expiry and in particular (but without limitation) the following Clauses shall continue in full force and effect:-
      1. Clause 10 (intellectual property rights and confidentiality);
      2. Clause 14 (transfer of employees);
      3. Clause 15 (liabilities and insurance).
3. **Transfer of Employees**
   1. In this Clause 14:-
      1. the expression "Employee" shall mean any former, existing or future employee of the Contractor or any Associate or sub-contractor of the Contractor and shall include an employee representative or trade union representative of any such person;
      2. the expression "Relevant Date" shall mean the date of expiry or termination of this Contract (in whole or in part);
      3. the expression "New Contractor" shall mean any third party that takes over the whole or part of the provision of the Services following any expiry or termination of this Contract.
   2. If on the Relevant Date a transfer of employment occurs to which the Transfer Regulations apply, the Contractor shall indemnify the Energy Saving Trust and any New Contractor against any liability arising (whether directly or indirectly under an indemnity given by the Energy Saving Trust to the New Contractor) from any claim by an Employee in connection with employment or termination of employment (whether by the Contractor, the Energy Saving Trust or any New Contractor). Such indemnity shall include (but not be limited to) liability for any wrongful and/or unfair dismissal claims, any failure to employ the Employee, any redundancy payments and (on a full indemnity basis) any legal costs and disbursements incurred by the Energy Saving Trust and the New Contractor.
   3. Without prejudice to Clause 14.2, the Contractor shall give the Energy Saving Trust and the New Contractor any assistance which it may reasonably request from time to time to contest any claim made by any Employee who contends that his or her employment and/or rights arising from it has transferred to the Energy Saving Trust or the New Contractor under the Transfer Regulations.
   4. For the avoidance of doubt, the parties intend that Clause 14.1 to 14.3 above may be enforced by any New Contractor pursuant to s1(1)(a) of the Contracts (Rights of Third Parties) Act 1999, provided that any provision in this Contract may nonetheless be varied, amended or modified, or this Contract may be suspended, cancelled or terminated by either party to it in accordance with its terms or otherwise by agreement in writing between those parties, or this Contract may be rescinded, in each case without the consent of any New Contractor.
4. **Liabilities and Insurance** 
   1. The Contractor:-
      1. acknowledges that the Energy Saving Trust has entered into this Contract in reliance on the statements and representations made by or on behalf of the Contractor in the period leading up to the date of this Contract;
      2. warrants and undertakes that all such pre-contractual statements and representations are true, accurate and complete as at the date of this Contract.
   2. The Contractor shall indemnify and keep indemnified the Energy Saving Trust from and against all costs, expenses, (including legal costs), claims, damages, demands, and other liabilities suffered or incurred by the Energy Saving Trust in connection with any claim from any third party (including, but not limited to, any employee or sub-contractor of the Energy Saving Trust, or employee of such sub-contractor) that:-
      1. arises out of any negligence, breach of statutory duty, breach of this Contract or other wrongful act or omission on the part of the Contractor or any of its employees, agents or sub-contractors; and/or
      2. relates to any infringement or alleged infringement by the Energy Saving Trust of that third party's Intellectual Property rights by reason of the Energy Saving Trust having used or permitted any other person to use any Materials.
   3. Nothing in this Contract shall limit or exclude the liability of either Party for:
      1. Personal injury or death caused by the negligence of any of the Parties employees or subcontractors in connection of their duties under this Contract, or by defects in any Products supplied under this Contract, or;
      2. Fraud or any criminal act, or;
      3. Any other liability that cannot be excluded by law.
   4. Subject always to the provisions of 15.1 the aggregate liability of the Energy Saving Trust in respect of all claims arising under or in connection with this Contract (whether by reason of negligence, any non-fraudulent misrepresentation, any express or implied warranty, condition or other term, breach of statutory duty, or otherwise) shall not in any event exceed 125% in aggregate.
   5. Subject always to the provisions of 15.1 the aggregate liability of the Contractor in respect of all claims arising under or in connection with this Contract (whether by reason of negligence, any non-fraudulent misrepresentation, any express or implied warranty, condition or other term, breach of statutory duty, under the terms of any indemnity given under this Contract, or otherwise) shall not in any event exceed [TO BE INSERTED DEPENDING ON THE PROJECT[ in aggregate.
   6. The Contractor shall put in place and maintain appropriate insurance cover in accordance with the Insurance Requirements and if required to do so by the Energy Saving Trust from time to time the Contractor shall in respect of such insurance produce to the Energy Saving Trust an up to date policy schedule, together with full details of the terms of such insurance and evidence that it remains in force. For the purpose of this Contract, the relevant Insurance Requirements are:
      1. Professional indemnity insurance cover in the sum of £2m in aggregate per incidence;
      2. Employers liability insurance cover in the sum of £5m in aggregate per incidence;
      3. Public liability insurance cover in the sum of £5m in aggregate per incidence.
   7. The Contract agrees that if the Energy Saving Trust is successful in whole or in part in any legal or equitable action against the Contractor under this Agreement, the Energy Saving Trust shall be entitled to payment of all costs, including reasonable legal fees, from the Contractor.
5. **Force Majeure**
   1. Subject to Clauses 16.2 and 16.3 below, neither Party shall be liable to the other for any delay or non-performance of its obligations under this Contract arising from any Event of Force Majeure.
   2. In the event that the performance by either Party of its obligations under this Contract is affected by an Event of Force Majeure, such party shall:-
      1. as soon as reasonably practicable give notice to the other Party of it being so affected;
      2. continue to perform any obligations under this Contract that are not affected by the event in question;
      3. use all reasonable endeavours to mitigate the effect of such event on the performance of its obligations under this Contract and resume full performance of such obligations as soon as possible.
   3. The Contractor shall not be entitled to claim it is delayed or affected by an Event of Force Majeure if the cause in question is one which a reasonable provider of services similar to the Services should have foreseen and provided for, nor (without prejudice to the generality of the foregoing) shall it be so entitled unless it has implemented and performed all of its obligations in relation to any applicable disaster recovery arrangements which it is required under this Contract to have in place.
   4. If the Contractor fails to resume full performance of its obligations under this Contract within a period of 30 days after first being affected by an Event of Force Majeure, the Energy Saving Trust shall be entitled to terminate the Contract at any time on giving immediate written notice to the Contractor.
6. **Conflict of Interest**
   1. The Contractor acknowledges that it is of material importance to the operation of this Contract that probity is maintained and accordingly the Contractor shall ensure, in relation to the provision of the Services, that at all times it remains independent and objective and avoids all actual or potential conflicts of interest, in particular (but without limitation) any circumstances in which a customer, client or other person connected in some way with the Contractor is an applicant for or recipient of funding or "approved" status from the Energy Saving Trust and the Contractor, in the course of providing the Services, is asked by the Energy Saving Trust to advise in relation to such funding or status.
   2. Without prejudice to the provisions of Clause 17.1 above, upon the Contractor becoming aware of any actual or potential conflict of interest in relation to the provision of the Services, it shall immediately furnish the Energy Saving Trust in writing with full particulars of the same.
   3. In relation to any conflict of interest notified to the Energy Saving Trust under Clause 17.2 above, or of which the Energy Saving Trust otherwise becomes aware:-
      1. the Energy Saving Trust may require the Contractor to take such steps (if any) as will, in the opinion of the Energy Saving Trust, avoid or, as the case may be, remove such conflict;
      2. in the event that:-
         1. the Contractor fails to comply with any reasonable directions given by the Energy Saving Trust under Clause 17.3.1 above; or
         2. the Energy Saving Trust considers that the conflict in question is incapable of being avoided or removed in any event; or
         3. the conflict in question is one which existed at the date of this Contract and should, in the Energy Saving Trust's opinion, have been discovered with the application of due diligence by the Contractor and notified to the Energy Saving Trust prior to that date;

the Energy Saving Trust may treat such matter for the purposes of Clause 13.2.1 above as a material, irremediable breach of the obligations of the Contractor under this Contract.

1. **Dispute Resolution** 
   1. Any dispute arising between the Parties out of or in connection with this Agreement shall be dealt with in accordance with the provisions of this Clause 18.
   2. The dispute resolution process may be initiated at any time by either Party serving a notice in writing on the other Party that a dispute has arisen. The notice shall include reasonable information as to the nature of the dispute.
   3. The Parties shall use all reasonable endeavours to reach a negotiated resolution through the following procedures:
      1. within seven days of service of the notice, the Contract Managers of the Parties shall meet to discuss the dispute and attempt to resolve it; and
      2. if the dispute has not been resolved within seven days of the first meeting of the Contract Managers, then the matter shall be referred to the chief executives (or persons of equivalent seniority) of the Parties. The chief executives (or equivalent) of the Parties shall meet within seven days to discuss the dispute and attempt to resolve it.
   4. The specific format for the resolution of the dispute under Clause 18.3.1 and, if necessary, Clause 18.3.2 shall be left to the reasonable discretion of the Parties but may include the preparation and submission of statements of fact or of position.
   5. If the dispute has not been resolved within 14 days of the first meeting of the chief executives (or equivalent) under Clause 18.3.2 then the matter may be referred to mediation.

Either Party may issue formal legal proceedings or commence arbitration at any time whether or not the steps referred to in Clauses 18.3 and 18.5 have been completed.

1. **Governing Law and Jurisdiction**
   1. The validity construction and performance of this Contract shall be governed by the law of England and Wales.
   2. All disputes, claims or proceedings between the parties relating to the validity construction or performance of this Contract shall be subject to the exclusive jurisdiction of the Courts of England and Wales.
2. **Freedom of Information**
   1. The Contractor acknowledges that from time to time the Energy Saving Trust may be required to co-operate with public authorities to fulfil requests for information received by such public authorities under FOIA or any other applicable legislation or codes governing access to information ("a Request for Information").
   2. If a public authority requires the Energy Saving Trust to provide information connected with this Contract and/or the Contractor pursuant to a Request for Information the Energy Saving Trust shall be entitled to disclose all information and documentation to the public authority as is necessary to respond to the relevant request and the Contractor shall provide all such assistance and information as the Energy Saving Trust may reasonably consider necessary to enable the Energy Saving Trust to comply with the relevant request.
   3. The Energy Saving Trust shall use its reasonable endeavours to consult with the Contractor about disclosure of information relating to this Contract and/or the Contractor, provided that this obligation shall not limit the Energy Saving Trust's right to disclose information under Clause 19.2.
   4. The Energy Saving Trust shall not be liable to the Contractor for any loss, damage, harm or other detriment however caused (and whether any claim arises in contract, tort or otherwise) arising out of or in connection with the disclosure of any information to a public authority pursuant to Clause 19.2.

1. **Sustainability** 
   1. The Contractor shall comply in every material respect to Energy Saving Trust’s sustainability policy (as attached to this Contract or, if not so attached, as made available by Energy Saving Trust on request).
2. **Audit** 
   1. The Energy Saving Trust reserves the right to audit the Contractor against the requirements of the Contract. The scope and timing of the audit will be agreed in advance with the Contractor by the Contract Manager. On completion of the audit, the auditor will discuss any findings resulting from the work with the Contractor and agree actions and timetable for rectification and sign-off.
3. **Miscellaneous Provisions**
   1. For the avoidance of doubt, and notwithstanding the any other provisions in this Contract, the occurrence or non-occurrence of an event associated with Economic Monetary Union in the European Union (including, but not limited to, the introduction of, changeover to or operation of a single or unified European currency, whether known as the Euro or otherwise) shall not constitute a variation of this Contract for the purposes of Clause 8 above, nor shall it have the effect of discharging or excusing the performance of the Contractor under this Contract or give the Contractor the right unilaterally to alter or terminate this Contract.
   2. Except with the consent in writing of the Energy Saving Trust, which will not be unreasonably withheld, the Contractor shall not make use of the Contract for purposes unconnected with the Energy Saving Trust and in particular shall not refer to the Energy Saving Trust or the Contract in any advertisement or in any proposal or any tender.
   3. The Contractor shall submit to the Energy Saving Trust for approval prior to publication the text of any press release or other communication to be published by or in any media concerning the subject matter of this Contract.
   4. The Contractor shall make no public statements relating to the policy of the Energy Saving Trust without prior written approval and shall use all reasonable endeavours to ensure that its officers and employees will not (whether directly or indirectly) make, publish or otherwise communicate any disparaging or derogatory statements, whether in writing or otherwise, concerning the Energy Saving Trust.
   5. This Contract shall not be amended, modified, varied or supplemented except in writing signed by the Parties or their duly authorised representatives.
   6. For the avoidance of doubt, neither this Contract nor the Services may be assigned or transferred by the Contractor in whole or in part without the prior written consent of the Energy Saving Trust.
   7. Any sub-contracting by the Contractor shall not relieve the Contractor of its obligations under the Contract.
   8. No failure or delay on the part of the Energy Saving Trust to exercise any right or remedy under this Contract shall be construed or operate as a waiver of such right or remedy nor shall any single or partial exercise by the Energy Saving Trust of any right or remedy preclude the taking of any further or other right or remedy.
   9. The rights and remedies provided in this Contract are cumulative and are not exclusive to any rights or remedies provided by law.
   10. Each of the Parties hereto shall be responsible for its respective legal and other costs incurred in relation to the preparation of this Contract.
   11. If any provision of this Contract shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable.
       1. such validity or enforceability shall not affect the other provisions of this Contract which shall remain in full force and effect; and
       2. if any such provision would be found to be valid and enforceable if any particular wording were to be deleted, then such provision shall apply with such deletions.
   12. Save as provided by Clause 14.4 above, nothing in this Contract is intended to confer on any person or third party any right to enforce any term of this Contract.
   13. Without prejudice to any higher standard required by this Contract, the Contractor shall ensure that all Services provided to the Energy Saving Trust pursuant to this Contract shall be compliant with any relevant or applicable Legislation including without limitation those relating to welfare, modern slavery, employment rights and relations and working rights, Section 182 of the Finance Act 1989 and those relating to the payment of taxes and the prevention of the facilitation of evasion of taxes;
   14. This Contract may be executed in any number of counterparts, each of which when executed shall be an original and all the counterparts together shall constitute one and the same instrument.
4. **Notice**
   1. Any notice or other document to be given under this Contract shall be in writing, in the English language, and shall be:
      1. sent by first class post or express or air mail or other fast postal service; or
      2. sent by facsimile; or
      3. delivered by hand; or
      4. in the case of notice of termination under Clause 13, only sent by registered post or facsimile, or delivered by hand;

in any such case to or at the address or fax number for the party in question as set out in this Contract or otherwise designated from time to time by written notice to the other Party.

* 1. Any such notice or other document shall be deemed to have been received by the addressee:-
     1. if sent by post, two Working Days following (and not including) the date of despatch of the notice or other document to the proper address; or
     2. if sent by hand, at the time of actual delivery to the proper address; or
     3. if sent by facsimile, 24 hours after the time of dispatch to the proper address.

provided in each case that if the deemed receipt time occurs either on a day that is not a Working Day or after 5.00pm on a working day, then the notice or other document in question shall not in fact be deemed to have been received until 10.00 am on the next following working day.

This agreement between the Energy Saving Trust and the Contractor shall constitute the entire agreement and understanding between the parties (superseding any previous agreements) in relation to the supply by the Contractor to Energy Saving Trust of the Services:

Signed

Name

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*duly authorised by Energy Saving Trust*

Signed

Name

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*duly authorised by the Contractor*

Specification

1. **Summary of Requirements**

**<Include background of project and the overall requirement of the Contract>**

1. **Role of the Contractor**

**<Clearly define the roles of the Contractor – preferably itemise the role under the headings of the milestone table below>**

1. **Role of Energy Saving Trust**

**<Clearly define the role of EST>**

1. **Delivery milestones**

|  |  |  |
| --- | --- | --- |
| **Milestone** | **Deliverable/service status** | **Completion date** |
| 1 | *e.g. kick off* |  |
| 2 |  |  |
| 3 | *e.g. draft report* |  |
| 4 |  |  |
| 5 | Completion |  |

1. **Contract Management**

Both Parties will appoint an experienced and proactive Contract Manager who will have overall responsibility for the Contract. Both Parties will ensure that:-

(a) the Contractors Contract Manager or his or her duly authorised deputy consults with Energy Saving Trusts Contract Manager and such other personnel as may from time to time be specified by the Energy Saving Trust as often as may be reasonably necessary for the proper performance of the Services; and

(b) the Contractors Contract Manager or his or her duly authorised deputy informs the Energy Saving Trust promptly and in writing of any acts or omissions on the part of the Energy Saving Trust or any of its staff which prevent or hinder, or may prevent or hinder, the Contractor from performing its obligations under the Contract.

Details of both Parties designated Contract Managers are detailed below:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Name** | **Email** | **Contact Number** |
| For Energy Saving Trust |  |  |  |
| For the Contractor |  |  |  |

1. **Meetings**

The Contract Manager will be required to attend regular meetings with the Contract Manager at a frequency and location to be decided by the Contract Manager. Attendance at such meetings will be at no additional cost.

1. **Insurance**

The Contractor must provide evidence to the Contract Manager prior to the commencement of the Contract of:

<the following levels of insurance cover may vary dependent on the contract and the contractor>

• Professional Indemnity Insurance cover in the sum of £2m in the aggregate

• Employers Liability Insurance cover in the sum of £5M covering any one incidence

• Public Liability Insurance cover in the sum of £5M covering any one incidence.

Such insurance cover to be provided throughout the length of the Contract, the Contract Manager being kept appraised of any changes.

1. **Conflict of Interest**

The Contractor will notify the Energy Saving Trust as soon as possible of any potential or actual conflict of interest relating to this Contract and the Energy Saving Trust reserves the right to instruct any reasonable mitigating action be taken by the Contractor.

In the event of any potential or actual conflict of interest coming to the attention of the Contractor at any point in the term of the Contract, the Contractor will fully disclose all details of the conflict to the Energy Saving Trust along with any appropriate mitigating measures for its consideration. The Energy Saving Trust reserves the right to take reasonable mitigating action in response to the disclosure of any conflict of interest, and the Contract agrees to take all reasonable steps and comply with all reasonable requests of the Energy Saving Trust to mitigate any and all conflicts of interest that arise under this contract.

The Energy Saving Trust will infer a commitment to transparency; professionalism and a fully ethical approach to the delivery of this Contract from the signing of this Agreement.

1. **Complaints Procedure**

The Contractor will have in place a Complaints Procedure that will be approved by the Contract Manager, prior to the commencement of the Contract.

1. **Sustainability and Environmental Management**

The Contractor will have in place Environmental Procedures which mitigate negative environmental impacts. The Contractor will actively manage, review and revise their sustainability and environmental strategy in order to maximise the impact its organisation can make.

1. **Quality Control**

The Contractor is invited to provide evidence of their quality control processes for approval by the Contract Manager, prior to the commencement of the Contract.

1. **Audit**

The Energy Saving Trust reserves the right to audit the Contractor against the requirements of the Contract. The scope and timing of the audit will be agreed in advance with the Contractor by the Contract Manager. On completion of the audit, the auditor will discuss any findings resulting from the work with the Contractor and agree actions and timetable for rectification and sign-off.

Appendix B

Schedule of Prices

1. **Overview of Fees**

**<If we have agreed with the Contractor that the price will be fixed for the whole period of the contract say so here and leave the following paragraph out.>**

There will be no facility to revise prices other than on the anniversary of the Contract, which for this Contract will be [XXX]. Any variations in the prices proposed by the Contractor will only be considered on the basis of variations to the rate of inflation, to this end the Retail Prices Index (all items) published by the Office of National Statistics (www.statistics.gov.uk) for that month will be used as the basis for calculation.

All Fees and costs must be described and invoiced in Pounds Sterling (£). These submitted rates and prices are deemed to include all costs, insurances, fees, expenses, liabilities, obligations risk and other things necessary for the performance of the Contract. Any charge not stated here as being additional, will not be allowed as a charge against any transaction under the Contract.

**<insert details of the fee, e.g. insert the agreed rates or fixed fees of the contract>**

**<The following table is an example that could be used where a quantity is known:>**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Description** | **Quantity** | **Unit** | **Tendered price** | **Total** |
|  |  |  |  |  |

**<The following table might more suited to services contracts where you require a price against a specific service:>**

|  |  |
| --- | --- |
| **Description of Service** | **Tendered price** |
|  |  |

1. **Invoicing**

<Insert in here details of what your requirements are with regards to the contractors invoicing. With regard to the individual invoices you should specify:-

* + - 1. Whether they are be paid in advance or in arrears.
      2. How often they are submitted, e. g. weekly. monthly, etc.
      3. When they are required, e. g. end of calendar month, etc.
      4. The level of detail required.
      5. What level of supporting documentation is required.>

The Contract Manager may require the Contractor to supply a full breakdown of expenditure relative to a specific invoice. This may include :-

* + - 1. Timesheets
      2. Copies of invoices paid by the Contractor
      3. Travel expenses

The Energy Saving Trust’s normal terms of payment are 30 days from receipt of correct invoice.

1. **Payment milestones [retain at least 30% of total value as final payment]**

|  |  |
| --- | --- |
| **Milestone** | **Fee** |
| Commencement | £XXXX.XX (plus VAT) (30%) |
| 1 | £XXXX.XX (plus VAT) (10%) |
| 2 | £XXXX.XX (plus VAT) (10%) |
| 3 | £XXXX.XX (plus VAT) (10%) |
| 4 | £XXXX.XX (plus VAT) (10%) |
| 5 | £XXXX.XX (plus VAT) (30%) |

Appendix C

Quality, Environment and Energy Policy

The Energy Saving Trust (EST) helps people save energy every day through providing independent and impartial advice. EST delivers a variety of government programmes and provides consultancy services to UK and international businesses.

We have developed a quality, environmental and energy management system that provides a framework for establishing and reviewing relevant objectives which are accessible and understood by all staff.  EST Staff are committed to implementing this policy throughout the organisation in the following three areas:

**Quality**

* We will provide high quality services and advice;
* We will consistently meet customers’ requirements and exceed their expectations;
* We will continually improve all areas of activity including our management systems and procedures;
* We will meet all legal requirements and those of BS EN ISO 9001.

**Environment/Energy**

EST’s environmental and energy management activities include procurement, office management, travel and waste across the organisation (England, Scotland and Wales offices). The policies, processes and other guidance issued by EST create our Energy and Environmental Management Systems.

* We ensure availability of information and resources to successfully achieve our annual objectives and targets.
* We are committed to the protection of the environment including prevention of pollution.
* We embed sustainability principles within all procurement related activities including our relationship with ethical suppliers and in the communities where we operate.
* We seek to encourage energy efficient activities throughout its supply chain and clients.
* We endeavour to minimise energy consumption in all of its activities including its significant negative environmental aspects.
* We seek to comply with all relevant environmental and energy legislation, and other subscribed requirements; including all aspects of BS ISO 50001 and BS ISO 14001.

All staff are committed to the continuous improvement of the business in the three areas above. EST’s leadership team are committed to supporting the development of these systems and providing the resources to ensure we continually improve what we do.

Mike Thornton

Chief Executive

**Appendix D**

Equal Opportunities Policy

General

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at EST will be based on merit, qualifications, and abilities. EST does not discriminate in employment opportunities or practices on the basis of any characteristic protected by law. EST expects all employees, of whatever grade or authority, to abide by and adhere to this general principle. Discrimination is prohibited on the grounds of sex, colour, marital status, race, nationality, ethnic or national origin, religion, sexual orientation, or disability.

EST will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship.

Employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Manager. Employees can raise concerns and make reports without fear of reprisal.

EST commits itself to the immediate investigation of any claims of discrimination on the above grounds and, where such is found to be the case, a requirement that the practice cease forthwith and (if appropriate) that restitution is made for damage or loss.

Any employee found guilty of discrimination will be instructed to stop the offending behaviour immediately and will be dealt with under the disciplinary procedure. Unless assurances of future non-discriminatory actions are forthcoming, an employee repeating any act of discrimination may be dismissed.

This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Disability

EST recognises that it has clear obligations towards all its employees and the community at large to ensure that people with disabilities are afforded equal employment and development opportunities. EST is committed to making such reasonable adjustments as may be necessary to promote the employment of people with disabilities.

In addition to complying with legislative requirements affecting disabled people, EST will follow procedures designed to provide for fair consideration and selection of disabled applicants and to satisfy their training and career development needs.

When employees become disabled in the course of their employment, steps will be taken, through retraining or redeployment, if necessary, to enable employees to remain in employment with the company wherever possible.

The policy applies equally to registered and non-registered disabled employees. Responsibility for the implementation of this policy and for dealing with any complaints or disputes arising from its implementation, or the lack of it, rests with the Human Resources Manager.

Harassment

EST wishes and requires its employees to work in harmony with each other and with those to whom they report. It requires every employee to respect every other employee and to realise that behaviour that they may find acceptable may not be so regarded by others.

Actions, words, jokes or comments based on an individual’s sex, race, ethnicity, age, religion, disability, or any other legally protected characteristic, will not be tolerated. As an example, sexual harassment (both overt and subtle) is a form of employee misconduct that is demeaning to another person, undermines the integrity of the employment relationship, and is strictly prohibited.

Any employee who wants to report an incident of sexual or other unlawful harassment should promptly report the matter to his or her supervisor. If the supervisor is unavailable, or the employee believes it would be inappropriate to contact that person, the employee should immediately contact the Human Resources Manager or any other member of the Executive. Employees can raise concerns and make reports without fear of reprisal.

Any supervisor or manager who becomes aware of possible sexual or other unlawful harassment should promptly advise the Human Resources Manager or any member of management who will handle the matter in a timely and confidential manner.

Managers and supervisors are also required to ensure those under their supervision act in a similar way in their relationships with each other. To this end, they should immediately correct, and apply sanctions against, any unacceptable behaviour.

Age discrimination

It is an integral part of EST's equal opportunities policy to recruit and retain employees whose skills, experience, approach and attitude are appropriate to the requirements of the various positions, regardless of age. Responsibility for implementing the policy, monitoring its effectiveness and dealing with any allegations of age discrimination rests with the Human Resources Manager.

Except in the most exceptional circumstances, no age requirements will be given in job advertisements or the specifications provided for a recruitment agency (or similar). Although details of age will be sought as part of the routine compilation of personal data, they will not be used to determine appropriateness for appointment or promotion to any position within the organisation.