



- (c) where the Buyer terminates this Contract under Clause The Buyer may terminate this Contract at any time with immediate effect for material Default by issuing a written notice to the Supplier where:, at no additional cost, co-operate fully in the handover (if any) and re-procurement (including to a replacement supplier);
- (d) within 10 Working Days of the termination or expiry date, return to the Buyer on a pro rata basis any sums paid in advance for Services and/or Deliverables due to be provided by the Supplier under this Contract for any period post the termination or expiry date (as applicable);

21.3.4 each Party will promptly either:

- (a) return all copies of the other's Confidential Information in such Party's custody, possession or control unless there is a legal requirement to keep it or this Contract states otherwise; or
- (b) (where the other Party has given its prior written consent to its destruction) destroy the other Party's Confidential Information and confirm its destruction to the reasonable satisfaction of the other Party.

21.4 The following Clauses survive the termination or expiry of this Contract: Clause **LIABILITIES** (Liabilities), Clause **INTELLECTUAL PROPERTY RIGHTS** (Intellectual Property Rights), Clause **RECORDS AND AUDIT** (Records and Audit), Clause **PROTECTION OF PERSONAL DATA** (Protection of Personal Data), Clause **CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT** (Consequences of Termination and Expiry and Exit Management), Clause **CONFIDENTIALITY** (Confidentiality), Clauses The Supplier must tell the Buyer within 48 hours if it receives a Request For Information. - The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause **TRANSPARENCY AND FOIA**. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion. (FOIA), Clause **INVALIDITY** (Invalidity), Clause **ENTIRE AGREEMENT AND THIRD PARTY RIGHTS** (Entire Agreement and Third Party Rights), Clause **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION** (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue.

22. APPOINTMENT OF SUB-CONTRACTORS

- 22.1 The Supplier shall exercise due skill and care in the selection and appointment of any Sub-contractors to ensure that the Supplier is able to:
 - 22.1.1 manage any Sub-contractors in accordance with Good Industry Practice; and
 - 22.1.2 comply with its obligations under this Contract in the delivery of the Services and provision of the Deliverables.
- 22.2 Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:



- 22.2.1 the proposed Sub-Contractor's name, registered office and company registration number;
- 22.2.2 the scope of any Services to be provided by the proposed Sub-Contractor; and
- 22.2.3 where the proposed Sub-Contractor is an Affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Buyer that the proposed Sub-Contract has been agreed on "arm's-length" terms.
- 22.3 If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:; the Supplier shall also provide:
 - 22.3.1 a copy of the proposed Sub-Contract; and
 - 22.3.2 any further information reasonably requested by the Buyer.
- 22.4 The Buyer may, within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of: (or, if later, receipt of any further information requested pursuant to Clause If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:; the Supplier shall also provide:), object to the appointment of the relevant Sub-Contractor if it considers that:
 - 22.4.1 the appointment of a proposed Sub-Contractor may prejudice the provision of the Services and/or may be contrary to the interests of the Buyer;
 - 22.4.2 the proposed Sub-Contractor is unreliable and/or has not provided reasonable services to its other customers; and/or
 - 22.4.3 the proposed Sub-Contractor employs unfit persons;

in which case, the Supplier shall not proceed with the proposed appointment.
- 22.5 If:
 - 22.5.1 the Buyer has not notified the Supplier that it objects to the proposed Sub-Contractor's appointment by the later of 10 Working Days of receipt of:
 - (a) the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:; and
 - (b) any further information requested by the Buyer pursuant to Clause If requested by the Buyer within 10 Working Days of receipt of the Supplier's notice issued pursuant to Clause Prior to sub-contracting any of its obligations under this Contract, the Supplier shall notify the Buyer in writing of:; the Supplier shall also provide:; and



22.5.2 the proposed Sub-Contract is not a Key Sub-Contract (which shall require the written consent of CCS and the Buyer in accordance with Clause 22 (Appointment of Key Sub-contractors),

the Supplier may proceed with the proposed appointment.

22.6 The Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own.

23. APPOINTMENT OF KEY SUB-CONTRACTORS

23.1 The Supplier shall only be entitled to sub-contract its obligations to the Key Sub-Contractors listed in Framework Schedule 7 (Key Sub-Contractors) where such Key Sub-Contractors are set out in the Order Form.

23.2 Where during the Contract Period the Supplier wishes to enter into a new Key Sub-Contract or replace a Key Sub-Contractor, it must obtain the prior written consent of CCS and the Buyer (such consent not to be unreasonably withheld or delayed). CCS and/or the Buyer may reasonably withhold its consent to the appointment of a Key Sub-Contractor if any of them considers that:

23.2.1 the appointment of a proposed Key Sub-Contractor may prejudice the provision of the Services or may be contrary to its interests;

23.2.2 the proposed Key Sub-Contractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or

23.2.3 the proposed Key Sub-Contractor employs unfit persons.

23.3 The Supplier shall ensure that each new or replacement Key Sub-Contract shall include:

23.3.1 provisions which will enable the Supplier to discharge its obligations under this Contract;

23.3.2 a right under CRTPA for the Buyer to enforce any provisions under the Key Sub-Contract which confer a benefit upon the Buyer;

23.3.3 a provision enabling the Buyer to enforce the Key Sub-Contract as if it were the Supplier;

23.3.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Key Sub-Contract to the Buyer;

23.3.5 obligations no less onerous on the Key Sub-Contractor than those imposed on the Supplier under this Contract in respect of:

(a) the data protection requirements set out in Clause **PROTECTION OF PERSONAL DATA** (Data Protection);

(b) the FOIA requirements set out in Clause **TRANSPARENCY AND FOIA** (Transparency and FOIA);



- (c) the keeping of records in respect of the services being provided under the Key Sub-Contract; and
 - (d) the conduct of audits set out in Clause **RECORDS AND AUDIT** (Records and Audit);
- 23.3.6 provisions enabling the Supplier to terminate the Key Sub-Contract on notice on terms no more onerous on the Supplier than those imposed on the Buyer under Clauses **TERMINATION AND EXPIRY** and **CONSEQUENCES OF TERMINATION AND EXPIRY** of this Contract; and
- 23.3.7 a provision restricting the ability of the Key Sub-Contractor to sub-contract all or any part of the provision of the Services provided to the Supplier under the Key Sub-Contract without first seeking the written consent of the Buyer.

24. **CONFIDENTIALITY**

- 24.1 For the purposes of this Clause **CONFIDENTIALITY**, the term “**Disclosing Party**” shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and “**Recipient**” shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 24.2 Except to the extent set out in this Clause **CONFIDENTIALITY** or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall:
 - 24.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials); and
 - 24.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Contract or without obtaining the owner's prior written consent;
 - 24.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Contract; and
 - 24.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 24.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
 - 24.3.1 the Recipient is required to disclose the Confidential Information by Law;
 - 24.3.2 the need for such disclosure arises out of or in connection with:
 - (a) any legal challenge or potential legal challenge against the Buyer arising out of or in connection with this Contract;



- (b) the purpose of the examination and certification of the Buyer's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer is making use of any Services provided under this Contract; or
 - (c) the conduct of a Central Government Body review in respect of this Contract;
- 24.3.3 the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- 24.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 24.5 Subject to Clauses Except to the extent set out in this Clause **CONFIDENTIALITY** or where disclosure is expressly permitted elsewhere in this Contract, the Recipient shall: and The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where; the Supplier may only disclose the Buyer's Confidential Information on a confidential basis to:
 - 24.5.1 Supplier Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable the performance of the Supplier's obligations under this Contract; and
 - 24.5.2 its professional advisers for the purposes of obtaining advice in relation to this Contract.
- 24.6 Where the Supplier discloses Confidential Information of the Buyer pursuant to this Clause **CONFIDENTIALITY**, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.
- 24.7 The Buyer may disclose the Confidential Information of the Supplier:
 - 24.7.1 on a confidential basis to any Central Government Body for any proper purpose of the Buyer or of the relevant Central Government Body;
 - 24.7.2 to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - 24.7.3 to the extent that the Buyer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;



- 24.7.4 on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Buyer for any purpose relating to or connected with this Contract;
- 24.7.5 on a confidential basis for the purpose of the exercise of its rights under this Contract; or
- 24.7.6 to a proposed transferee, assignee or novatee of, or successor in title to the Buyer, and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Buyer under this Clause **CONFIDENTIALITY**.
- 24.8 In the event of a breach by the Supplier of any of the applicable provisions of this Clause **CONFIDENTIALITY**, the Buyer reserves the right to terminate this Contract for material Default.
- 24.9 Transparency Information is not Confidential Information.

25. **TRANSPARENCY AND FOIA**

Transparency

- 25.1 Without prejudice to the Supplier's reporting requirements set out in this Contract, within three (3) months of the Commencement Date the Supplier shall submit to the Buyer for approval (such approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in Attachment 3 of the Order Form.
- 25.2 If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.
- 25.3 The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in Attachment 3 of the Order Form.

FOIA

- 25.4 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 25.5 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 25.5.1 publish the Transparency Information;
 - 25.5.2 comply with any Freedom of Information Act (FOIA) request; and
 - 25.5.3 comply with any Environmental Information Regulations (EIR) request.



- 25.6 The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause **TRANSPARENCY AND FOIA**. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

26. WAIVER

- 26.1 A partial or full waiver or relaxation of the terms of this Contract is only valid if it is stated to be a waiver in writing to the other Party.
- 26.2 Unless otherwise provided in this Contract, rights and remedies under this Contract are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

27. INVALIDITY

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

28. RELATIONSHIP OF THE PARTIES

- 28.1 Except as expressly provided otherwise in this Contract, nothing in this Contract, nor any actions taken by the Parties pursuant to this Contract, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

29. PREVENTING FRAUD BRIBERY AND CORRUPTION

- 29.1 The Supplier must not during the Contract Period:
- 29.1.1 commit a Prohibited Act or any other criminal offence in the Regulations 57(1) and 57(2); nor
 - 29.1.2 do or allow anything which would cause the Buyer, including any of their employees, consultants, contractors, Sub-Contractors or agents to breach any of the Relevant Requirements or incur any liability under them.
- 29.2 The Supplier must during the Contract Period:
- 29.2.1 create, maintain and enforce adequate policies and procedures to ensure it complies with the Relevant Requirements to prevent a Prohibited Act and require its Sub-Contractors to do the same;
 - 29.2.2 keep full records to show it has complied with its obligations under this Clause **PREVENTING FRAUD BRIBERY AND CORRUPTION** and give copies to the Buyer on request; and
 - 29.2.3 if required by the Buyer, within 20 Working Days of the Commencement Date, and then annually, certify in writing to the Buyer, that it has complied with this



Clause **PREVENTING FRAUD BRIBERY AND CORRUPTION**, including compliance of Supplier Personnel, and provide reasonable supporting evidence of this on request, including its policies and procedures.

29.3 The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses The Supplier must not during the Contract Period: and The Supplier must during the Contract Period: or has any reason to think that it, or any of the Supplier Personnel, has either:

29.3.1 been investigated or prosecuted for an alleged Prohibited Act;

29.3.2 been debarred, suspended, proposed for suspension or debarment, or is otherwise ineligible to take part in procurement programmes or contracts because of a Prohibited Act by any government department or agency;

29.3.3 received a request or demand for any undue financial or other advantage of any kind related to the Framework or any contract entered into under the Framework; or

29.3.4 suspected that any person or Party directly or indirectly related to the Framework or any contract entered into under the Framework has committed or attempted to commit a Prohibited Act.

29.4 If the Supplier notifies the Buyer as required by Clause The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses The Supplier must not during the Contract Period: and The Supplier must during the Contract Period: or has any reason to think that it, or any of the Supplier Personnel, has either:, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation.

29.5 In any notice the Supplier gives under Clause If the Supplier notifies the Buyer as required by Clause The Supplier must immediately notify the Buyer if it becomes aware of any breach of Clauses The Supplier must not during the Contract Period: and The Supplier must during the Contract Period: or has any reason to think that it, or any of the Supplier Personnel, has either:, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the audit of any books, records and relevant documentation. it must specify the:

29.5.1 Prohibited Act;

29.5.2 identity of the Party who it thinks has committed the Prohibited Act; and

29.5.3 action it has decided to take.

30. **EQUALITY, DIVERSITY AND HUMAN RIGHTS**

30.1 The Supplier must follow all applicable equality Law when it performs its obligations under this Contract, including:



- 30.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
- 30.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.
- 30.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on a Contract.

31. **CORPORATE SOCIAL RESPONSIBILITY**

Supplier Code of Conduct

- 31.1 In February 2019, HM Government published a Supplier Code of Conduct setting out the standards and behaviours expected of suppliers who work with government. (https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf)
- 31.2 The Buyer that the Supplier and its Sub-Contractors will:
 - 31.2.1 meet the standards set out in that Code;
 - 31.2.2 comply with the standards set out in this Clause **CORPORATE SOCIAL RESPONSIBILITY**; and
 - 31.2.3 comply with any such additional corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time.

Equality and Accessibility

- 31.3 In addition to legal obligations, the Supplier shall support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010 by ensuring that it fulfils its obligations under this Contract in a way that seeks to:
 - 31.3.1 eliminate discrimination, harassment or victimisation of any kind; and
 - 31.3.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.

Modern Slavery, Child Labour and Inhumane Treatment

- 31.4 The Supplier:
 - 31.4.1 shall not use, nor allow its Sub-Contractors to use forced, bonded or involuntary prison labour;



- 31.4.2 shall not require any Supplier Personnel to lodge deposits or identify papers with the Employer and shall be free to leave their employer after reasonable notice;
- 31.4.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world;
- 31.4.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world;
- 31.4.5 shall make reasonable enquires to ensure that its officers, employees and Sub-Contractors have not been convicted of slavery or human trafficking offenses anywhere around the world;
- 31.4.6 shall have and maintain throughout the Contract Period its own policies and procedures to ensure its compliance with the Modern Slavery Act and include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions;
- 31.4.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under this Contract;
- 31.4.8 shall prepare and deliver to the Buyer, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with Clause The Supplier;;
- 31.4.9 shall not use, nor allow its employees or Sub-Contractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Sub-Contractors;
- 31.4.10 shall not use or allow child or slave labour to be used by its Sub-Contractors;
- 31.4.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Buyer and Modern Slavery Helpline.

Income Security

31.5 The Supplier shall:

- 31.5.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment;
- 31.5.2 ensure that all Supplier Personnel are provided with written and understandable Information about their employment conditions in respect of wages before they enter;
- 31.5.3 ensure that all workers shall be provided with written and understandable information about their employment conditions in respect of wages before they enter



employment and about the particulars of their wages for the pay period concerned each time that they are paid;

31.5.4 not make deductions from wages:

- (a) as a disciplinary measure;
- (b) except where permitted by law; or
- (c) without expressed permission of the worker concerned;

31.5.5 record all disciplinary measures taken against Supplier Personnel; and

31.5.6 ensure that Supplier Personnel are engaged under a recognised employment relationship established through national law and practice.

Working Hours

31.6 The Supplier shall:

31.6.1 ensure that the working hours of Supplier Personnel comply with national laws, and any collective agreements;

31.6.2 that the working hours of Supplier Personnel, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing;

31.6.3 ensure that use of overtime used responsibly, taking into account:

- (a) the extent;
- (b) frequency; and
- (c) hours worked;

by individuals and by the Supplier Personnel as a whole;

31.7 The total hours worked in any seven day period shall not exceed 60 hours, except where covered by Clause 30.8 below.

31.8 Working hours may exceed 60 hours in any seven day period only in exceptional circumstances where all of the following are met:

31.8.1 this is allowed by national law;

31.8.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce;

31.8.3 appropriate safeguards are taken to protect the workers' health and safety; and



31.8.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies.

31.9 All Supplier Personnel shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

Sustainability

31.10 The Supplier shall meet the applicable Government Buying Standards applicable to the Services which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>.

32. ASSIGNMENT

32.1 The Supplier cannot assign this Contract without the Buyer's written consent.

32.2 The Buyer can assign, novate or transfer this Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

33. VARIATION

33.1 Either Party may request a variation to this Contract provided that such variation does not amount to a material change of this Contract within the meaning of the Regulations and the Law. Such a change will only be effective if agreed in writing and signed by both Parties.

33.2 For 101(5) of the Regulations, if the Court declares any change to this Contract ineffective, the Parties agree that their mutual rights and obligations will be regulated by the terms of this Contract as they existed immediately prior to that change and as if the Parties had never entered into that change.

34. FORCE MAJEURE

34.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:

34.1.1 provides a Force Majeure Notice to the other Party;

34.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

34.2 Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.

34.3 If the Supplier is the affected Party, it shall not be entitled to claim relief under this Clause **FORCE MAJEURE** to the extent that consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.



34.4 Where a Party terminates under Clause Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.:

34.4.1 each party must cover its own Losses; and

34.4.2 Clauses Expiry or termination of this Contract will not affect; Upon termination or expiry of this Contract; The following Clauses survive the termination or expiry of this Contract: Clause **LIABILITIES** (Liabilities), Clause **INTELLECTUAL PROPERTY RIGHTS** (Intellectual Property Rights), Clause **RECORDS AND AUDIT** (Records and Audit), Clause **PROTECTION OF PERSONAL DATA** (Protection of Personal Data), Clause **CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT** (Consequences of Termination and Expiry and Exit Management), Clause **CONFIDENTIALITY** (Confidentiality), Clauses The Supplier must tell the Buyer within 48 hours if it receives a Request For Information. - The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause **TRANSPARENCY AND FOIA**. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion. (FOIA), Clause **INVALIDITY** (Invalidity), Clause **ENTIRE AGREEMENT AND THIRD PARTY RIGHTS** (Entire Agreement and Third Party Rights), Clause **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION** (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue. and at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data. shall apply.

35. NOTICES

35.1 All notices under this Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

35.2 Notices to the Buyer must be sent to the Buyer Authorised Representative's address or email address in the Order Form.

36. This Clause **FORCE MAJEURE**

36.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under this Contract while the inability to perform continues, if it both:

36.1.1 provides a Force Majeure Notice to the other Party;

36.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

36.2 Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.



- 36.3 If the Supplier is the affected Party, it shall not be entitled to claim relief under this Clause **FORCE MAJEURE** to the extent that consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by this Contract.
- 36.4 Where a Party terminates under Clause Either Party can partially or fully terminate this Contract if the provision of the Services is materially affected by a Force Majeure Event which lasts for ninety (90) days continuously.:
- 36.4.1 each party must cover its own Losses; and
- 36.4.2 Clauses Expiry or termination of this Contract will not affect; Upon termination or expiry of this Contract; The following Clauses survive the termination or expiry of this Contract: Clause **LIABILITIES** (Liabilities), Clause **INTELLECTUAL PROPERTY RIGHTS** (Intellectual Property Rights), Clause **RECORDS AND AUDIT** (Records and Audit), Clause **PROTECTION OF PERSONAL DATA** (Protection of Personal Data), Clause **CONSEQUENCES OF TERMINATION AND EXPIRY AND EXIT MANAGEMENT** (Consequences of Termination and Expiry and Exit Management), Clause **CONFIDENTIALITY** (Confidentiality), Clauses The Supplier must tell the Buyer within 48 hours if it receives a Request For Information. - The Buyer may talk to the Supplier to help it decide whether to publish information under this Clause **TRANSPARENCY AND FOIA**. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion. (FOIA), Clause **INVALIDITY** (Invalidity), Clause **ENTIRE AGREEMENT AND THIRD PARTY RIGHTS** (Entire Agreement and Third Party Rights), Clause **GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION** (Governing Law, Jurisdiction and Dispute Resolution), Schedule 1 (Definitions) and any Clauses and Schedules which are expressly or by implication intended to continue. and at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Contract unless the Supplier is required by Law to retain the Personal Data. shall apply.
- 36.5 **NOTICES** does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.
37. **ENTIRE AGREEMENT AND THIRD PARTY RIGHTS**
- 37.1 This Contract constitutes the entire agreement between the Parties in respect of the matter and supersedes and extinguishes all prior negotiations, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral. Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract. Nothing in this Clause **Error! Not a valid bookmark self-reference.** shall exclude any liability in respect of misrepresentations made fraudulently.
- 37.2 A person who is not a Party to this Contract has no right under the CRTPA to enforce any term of this Contract but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.



38. CONFLICTS OF INTEREST

- 38.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Personnel are placed in the position of an actual or potential Conflict of Interest.
- 38.2 The Supplier must promptly notify and provide details to the Buyer if a Conflict of Interest happens or is expected to happen.
- 38.3 The Buyer can terminate this Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential Conflict of Interest.

39. GOVERNING LAW, JURISDICTION AND DISPUTE RESOLUTION

- 39.1 This Contract and any Disputes shall be governed by and construed in accordance with the laws of England and Wales.
- 39.2 In the event of a Dispute arising out of or in connection with this Contract senior representatives of the Parties who have authority to settle the dispute shall, within twenty (20) Working Days of receipt of a written request from the Party raising the Dispute, meet in good faith to resolve the Dispute.
- 39.3 If after (20) Working Days of escalation under Clause In the event of a Dispute arising out of or in connection with this Contract senior representatives of the Parties who have authority to settle the dispute shall, within twenty (20) Working Days of receipt of a written request from the Party raising the Dispute, meet in good faith to resolve the Dispute. the Dispute remains unresolved the Parties may decide to settle it by mediation using the CEDR Model Mediation Procedure current at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved pursuant to Clause The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:.
- 39.4 The Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:
 - 39.4.1 determine the Dispute;
 - 39.4.2 grant interim remedies; and
 - 39.4.3 grant any other provisional or protective relief.