1. Contract Reference Number: LS0011
2. **GOODS & SERVICES AGREEMENT**
3. For the provision of Event Day Barriers
4. PROTECT - COMMERCIAL

Contents

Clause Page

1 Definitions and Interpretation 1

2 Commencement and Term 7

3 The Goods 7

4 Delivery 8

5 Loss and/or Damage to the Goods 9

6 [Product Recall] 10

7 Title and Risk in the Goods 11

9 Charges 11

10 Payment Procedures and Approvals 12

12 Warranties and Obligations 12

13 Supplier’s Personnel 13

14 Sub-Contracting and Change of Ownership 14

15 Conflict of Interest 14

16 Access to Premises 14

17 Compliance with Policies and Law 15

18 London Living Wage 15

19 Supplier Equipment 16

20 Customer Obligations and Equipment 16

21 Records, Audit and Inspection 16

22 Set-Off 17

23 Indemnity 17

24 Limitation of Liability 17

25 Insurance 18

26 Intellectual Property Rights 19

27 Protection of Personal Data 19

28 Confidentiality, Announcements and Transparency 19

29 Freedom of Information 20

30 Anti-Corruption 21

31 Anti-Slavery 21

32 Breach and Termination of Contract 22

33 Consequences of Termination or Expiry 24

34 Declaration of Ineffectiveness and Public Procurement Termination Event 24

35 Survival 25

36 Rights of Third Parties 26

37 Assignment and Novation 26

38 Non-Waiver of Rights 26

39 Illegality and Severability 26

40 Notices 26

41 Entire Agreement 27

42 Counterparts 27

43 Relationship of the Parties 27

44 Governing Law and Jurisdiction 27

Schedules

1 KEY CONTRACT INFORMATION 29

2 SPECIFICATION 31

Part 1 Goods Specification 31

Part 2 Services Specification 31

3 CHARGES 32

4 PROJECT PLAN 33

1. **THIS CONTRACT** is made the 2021
2. **BETWEEN:**
3. **London Stadium 185 Limited,** a company registered in England and Wales (Company Registration Number 09359341) whose registered office is at The Stadium At Queen Elizabeth Olympic Park, London E20 2ST (the **“Customer”**); and
4. **[INSERT]**, a company registered in England and Wales (Company Registration Number [INSERT]) whose registered office is at [INSERT] (the **“Supplier”**).
5. **THE PARTIES AGREE THAT:**
6. Definitions and Interpretation

In this Contract (including the Recitals):

* 1. unless the context indicates otherwise the following expressions will have the following meanings:

|  |  |
| --- | --- |
| 1. **“Anti-Bribery Laws”** | 1. any and all Applicable Laws which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010; |
| 1. **“Anti-Slavery Laws”** | 1. any and all Applicable Laws which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015; |
| 1. **“Applicable Law”** | any law and any rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any industry code of conduct or guideline which, in each case, relates to this Contract, the Goods (including their manufacture, packaging, delivery, use and maintenance) and/or the Services and/or the Customer’s business and/or the business of any of the Customer’s Group Companies and which is in force from time to time; |
| 1. **“Business Day”** | 1. any day that is not a Saturday, Sunday or public or bank holiday in England; |
| 1. **“Cessation Plan”** | 1. a plan agreed between the Parties or determined by the Customer pursuant to Clause 34 to give effect to a Declaration of Ineffectiveness; |
| 1. **“Charges”** | the charges payable by the Customer as specified in or calculated in accordance with Schedule 3; |
| 1. **“Confidential Information”** | * 1. any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with this Contract by or on behalf of a Party (the “**Discloser**”) to the other Party (the “**Recipient**”) or any of the Recipient’s Representatives whether before, on or after the date of this Contract and that relates (in whole or in part) to the Discloser or any of the Discloser’s Group Companies or its (or their) businesses;   2. the terms of or subject matter of this Contract or any discussions or documents in relation to it; and   3. any trade secret (as that term is defined in regulation 2 of the Trade Secrets (Enforcement, etc) Regulations 2018) where the Discloser or any of the Discloser’s Group Companies is the trade secret holder,  1. but excluding information that is trivial or by its nature immaterial; |
| 1. **“****Consents”** | 1. all consents, licences, authorisations, approvals, permissions, powers, certificates and permits (whether statutory, regulatory, contractual or otherwise) and including, where its procedures so require in any relevant jurisdiction; |
| 1. **“Contract”** | 1. this contract, including the Schedules, Appendices and all other documents referred to in this contract; |
| 1. **“Contract Commencement Date”** | 1. the date for commencement of this Contract specified in Schedule 1; |
| 1. **“Contract Information”** | * 1. this Contract in its entirety (including from time to time agreed changes to this Contract); and   2. data extracted from the invoices submitted pursuant to Clause 10 which will consist of the Supplier’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount; |
| 1. **“Contract Manager”** | 1. a Party’s contract manager, being the person named as such in Schedule 1 or such other person as notified to the other Party from time to time; |
| 1. **“Control”** | 1. in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and **“Controlled”** will be construed accordingly; |
| 1. **“Customer Premises”** | 1. any land or premises (including temporary buildings) owned or occupied by or on behalf of the Customer; |
| 1. **“Data Protection Legislation”** | * 1. the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;   2. Directive (EU) 2016/680 (the Law Enforcement Directive);   3. any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including the Data Protection Act 2018;   4. any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and   5. the Privacy and Electronic Communications (EC Directive) Regulations 2003; |
| 1. **“Declaration of Ineffectiveness”** | 1. a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006; |
| 1. **“Delivery”** | the time at which delivery of the Goods occurs in accordance with Clause 4.2; |
| 1. **“Delivery Date”** | the date(s) for delivery of the Goods as set out in the Project Plan; |
| 1. **“Delivery Location”** | the premises as set out in the Project Plan; |
| 1. **“FOI Legislation”** | * 1. the Freedom of Information Act 2000;   2. the Environmental Information Regulations 2004; and   3. any applicable guidance or directions relating to the disclosure of information with which the Customer is bound to comply; |
| 1. **“Force Majeure Event”** | 1. any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes (other than in respect of its own or any subcontractor’s staff) or any outbreak of disease or other public health event designated a serious threat to public health in the UK (including any corresponding measure imposed by a governmental, statutory or regulatory body to control such outbreak) to the extent that such event is outside of the reasonable control of the Party affected by the Force Majeure Event (**“Affected Party”**) but excluding (a) any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party; and/or (b) the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact; |
| 1. **“Goods”** | 1. the goods set out in the Specification as those goods may be varied from time to time in accordance with this Contract; |
| 1. **“Group Companies”** | 1. in respect of a Party, any persons that Control, are Controlled by or are under common Control with that Party from time to time; |
| 1. **“Insolvent”** | 1. a Party is Insolvent where it:    1. gives notice under section 84 Insolvency Act 1986 of, or passes a resolution for, its winding up or in the case of a limited liability partnership determines that it will be wound up;    2. has a winding-up order or a notice of striking off made in respect of it;    3. has:       1. an administration order or an application for an administration order made in respect of it; or       2. a notice of appointment of an administrator filed in respect of it at any court;    4. makes or is subject to:       1. a company voluntary arrangement;       2. a composition with its creditors generally;       3. an application to a court of competent jurisdiction for protection from its creditors generally;       4. a scheme of arrangement under Part 26 Companies Act 2006; or       5. a scheme of arrangement under Part 26A Companies Act 2006;    5. has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;    6. becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;    7. ceases to trade;    8. is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction; |
| 1. **“Intellectual Property Rights”** | 1. all intellectual and industrial property rights of any kind whatsoever, including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions; |
| 1. **“Liability”** | 1. liability arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, restitution or under statute, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a Party’s obligations under this Contract; |
| 1. **“Losses”** | 1. all losses, liabilities, all costs (on a full indemnity basis, including legal and other professional costs and costs of enforcement), injuries, damages and expenses that the indemnified person does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified person by any person and all losses, liabilities, (on a full indemnity basis, including legal and other professional costs and costs of enforcement), injuries, damages and expenses the indemnified person does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding; |
| 1. **“****Materials”** | 1. has the meaning set out in Clause 19.1.2; |
| 1. **“Milestone”** | 1. an event which is the completion of one or more of the specified activities as may be set out in the Project Plan; |
| 1. **“Modern Slavery Practice”** | 1. any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation’s Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking, or (d) the arrangement or facilitation of the travel of another person with a view to that person being exploited; |
| 1. **“Parties”** | 1. the Customer and the Supplier (including their successors and permitted assignees) and **“Party”** will mean either of them as the case may be; |
| 1. **“Personal Data”** | 1. has the meaning given to it in the Data Protection Legislation; |
| 1. **“Processing”** | 1. has the meaning given to it in the Data Protection Legislation and **“Process”**, **“Processes”** and **“Processed”** will be construed accordingly; |
| 1. **“Product Liability”** | 1. Liability for and Liability arising from, death, personal injury, damage to and/or loss or destruction of tangible property caused by the Goods; |
| 1. **“Project Plan”** | 1. the plan, if any, for implementation and/or project delivery set out in Schedule 4 in relation to the supply of the Goods and the performance and timing of the Services under this Contract which may include Milestones; |
| 1. **“Public Procurement Termination Event”** | 1. if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred; |
| 1. **“Regulatory Authorities”** | 1. all governmental, statutory or regulatory bodies and any other competent authorities or entities in any jurisdiction having responsibility for the regulation or governance of the Customer, the Customer’s Group Companies, the Supplier, any of the Supplier’s sub-contractors, this Contract, the Goods or Services or the activities which are comprised in all or some of the Services or the use or application of the output from any part of the Services; and **“Regulatory Authority”** means any of them; |
| 1. **“Representatives”** | 1. in respect of a Party, that Party’s Group Companies and its and their officers, directors, employees, suppliers, sub-contractors, agents, consultants and professional advisers and, in the case of the Supplier, the Supplier’s Personnel; and “**Representative**” means any of them, as applicable; |
| 1. **“Request for Information”** | 1. a request for information made to the Customer by a third party pursuant to the FOI Legislation; |
| 1. **“Services”** | 1. all or any part of the services to be provided to, or activities to be undertaken and completed for, the Customer by the Supplier under this Contract as detailed in the Specification; |
| 1. **“Services Commencement Date”** | 1. the date for commencement of the Services set out in Schedule 1; |
| 1. **“Specification”** | 1. in respect of:    1. the Goods, the specification and other requirements set out in Part 1 of Schedule 2;    2. the Services, the specification and other requirements set out in Part 1 of Schedule 2; |
| 1. **“Supplier Equipment”** | 1. the equipment and materials of whatsoever nature used by the Supplier in providing the Services which do not themselves form part of the Services and in which title is not intended to pass to the Customer under this Contract; |
| 1. **“Supplier’s Personnel”** | 1. all such employees, officers, suppliers, sub-contractors and agents of the Supplier as are engaged in the performance of any of the Supplier’s obligations under this Contract; |
| 1. **“Term”** | 1. the period during which this Contract continues in force as set out in Schedule 1; |
| 1. “Termination Date” | 1. the date on which this Contract expires or terminates for whatever reason; |
| 1. **“Transparency Commitment”** | 1. the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Customer is committed to publishing its contracts, tender documents and data from invoices received; |
| 1. **“VAT”** | 1. value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature; and |
| 1. **“Warranty Period”** | If applicable, the warranty period in respect of the Goods as set out in Schedule 1; |
| 1. **“Year”** | 1. the period of twelve (12) months starting on the Contract Commencement Date, each successive period of twelve (12) months during the Term and the period (if any) starting on the day following expiry of the last such period of twelve (12) months and ending on the Termination Date; |

* 1. a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
  2. references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
  3. references to “in writing” or “written” include e-mail but not other methods of electronic messaging;
  4. in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where the conflicting part of the Schedule is explicitly expressed to take precedence. In the event, and only to the extent, of any conflict between the Schedules and their Appendices or Annexes, the Schedules will prevail;
  5. the expression “person” includes any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
  6. any obligation on a Party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person; and
  7. any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.

1. Commencement and Term

This Contract commences on the Contract Commencement Date and continues in force for the Term unless terminated earlier in accordance with Clause 27.

1. The Goods
   1. During the Term, the Supplier will supply, and the Customer will purchase, the Goods in accordance with the Project Plan and the terms and conditions of this Contract.
   2. The Supplier will:
      1. supply the Goods to the Customer in accordance with the Specification;
      2. obtain all necessary Consents required for the supply and use of the Goods (including any operation, repair and/or maintenance of the Goods); and
      3. manufacture (if applicable), pack, handle, store, maintain, deliver and supply the Goods in accordance with Applicable Laws and all generally accepted industry standards and practices.
   3. The Supplier will not be entitled to substitute any Goods which are unavailable for any reason with alternative products without the prior written consent of the Customer. If approved by the Customer in advance, any substitutions should be of an equal or higher quality and an equal or lower Charges than the Good it is being substituted for.
   4. The terms and conditions of this Contract are the only terms and conditions on which the Supplier will supply Goods to the Customer and will apply to the exclusion of all other terms and conditions including any terms and conditions which the Supplier purports to apply under any invoice, confirmation of order or similar document (whether or not such document is referred to in this Contract) and any terms and conditions which may otherwise be implied by trade, custom, practice or course of dealing.
   5. The Supplier may not deliver the Goods by separate instalments unless the Customer gives its prior written consent to this. If the Customer gives such consent, the Supplier will invoice the Charges for each instalment separately in accordance with Clause 10.1 and the Customer will be entitled, at its sole discretion, to exercise its rights and remedies (whether under this Contract or otherwise) in respect of the relevant instalment or the whole order.
   6. The Supplier will for the duration of the Warranty Period ensure a continuous supply of all replacement and spare parts (or suitable alternatives) for the Goods. During the Warranty Period, such replacement and spare parts will be supplied free of charge to the Customer and following that Warranty Period such replacement and spare parts will be supplied at equitable charges and on equitable terms.
   7. Clause 3.6 applies notwithstanding any expiry or termination of this Contract.
2. Delivery
   1. The Supplier will deliver the Goods to the Delivery Location.
   2. The Supplier will be responsible for off-loading the Goods from the delivery vehicle and removing and disposing of all external packaging, save where otherwise agreed with the Customer. Delivery of the Goods will occur when they have been off-loaded at the Delivery Location and placed in accordance with the Customer’s instructions.
   3. The Supplier will deliver the Goods during business hours and on the Delivery Date and time for delivery of the Goods will be of the essence of this Contract.
   4. The Supplier will ensure that:
      1. the Goods are marked in accordance with the Customer’s instructions and any Applicable Laws;
      2. the Goods are properly packed and secured during transit in such manner as to enable them to reach the Delivery Location in good condition and so they are compliant with the Specification;
      3. minimal and sustainable packaging is used to package Goods, and all external packaging and any palettes are removed and disposed of by the Supplier on Delivery of the Goods at its cost;
      4. the delivery is accompanied by a prominently displayed delivery note which shows the type and quantity of Goods, code numbers of Goods (if applicable) and any special storage instructions;
      5. on or before Delivery the Customer is provided in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The Customer will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any relevant Applicable Laws; and
      6. on or before Delivery the Customer is supplied with all operating and safety instructions, clearly displayed warning notices and such other information as may be necessary for the proper use, maintenance and repair of the Goods.
   5. The Customer reserves the right to mark the Goods immediately on Delivery. This is undertaken for the purposes of security and the Customer will not be deemed to have accepted the Goods by reason of this nor will the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.
   6. If the Supplier fails to deliver the Goods on the Delivery Date, without prejudice to any other rights or remedies of the Customer (whether express or implied), the Customer may:
      1. terminate this Contract immediately by giving written notice to that effect to the Supplier, in which case:
         1. the Supplier will refund any monies already paid by the Customer in relation to the Goods that have not been delivered; and
         2. the Customer will be entitled to recover from the Supplier all Losses arising as a result of the Supplier’s failure to supply Goods, including in obtaining substitute goods from another supplier.
3. Loss and/or Damage to the Goods
   1. The Supplier will be responsible for all liability arising from or for loss or destruction of or damage to the Goods (in whole or part):
      1. arising out of or in connection with the Services; and
      2. caused by or otherwise arising out of or in connection with any act or omission of the Supplier and/or the Supplier’s Personnel.

At the Customer’s option, the Supplier will at its cost and expense promptly remedy all such loss, destruction or damage.

* 1. The Supplier will indemnify the Customer and each of the Customer’s Group Companies against all Losses arising under Clause 5.1 and, where applicable, the Supplier’s failure to promptly remedy all such loss, destruction or damage.
  2. If any loss, destruction or damage to the Goods arises which is not covered by Clause 5.1, the Customer may require the Supplier to remedy such loss, destruction or damage at the Customer’s cost and expense. The Supplier will ensure that its charges to remedy such loss, destruction or damage are reasonable and properly incurred.
  3. If the Supplier fails to remedy any loss, destruction or damage to the Goods in accordance with this Clause 5, the Customer may itself remedy, or appoint a third party to remedy, such loss, destruction or damage at the Supplier’s cost and expense. The Supplier will indemnify the Customer and promptly pay to the Customer all costs and expenses incurred by the Customer in remedying (or appointing a third party to remedy) such loss, destruction or damage. No actions taken in connection with this Clause 5.4 will invalidate any warranties provided by the Supplier in respect of the Goods.

1. THIS CLAUSE IS LEFT INTENTIONALLY BLANK
2. Title and Risk in the Goods

Risk in and ownership of the Goods will pass to the Customer on Delivery.

1. The Services
   1. The Supplier will provide the Services to the Customer on and from the Service Commencement Date in accordance with the terms of this Contract.
   2. The Supplier will provide the Services:
      1. with the degree of skill, care, foresight, supervision, quality control and diligence normally exercised by recognised professional firms or by skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources;
      2. in conformance with the Specification;
      3. in accordance with the dates for performance set out in this Contract or the Project Plan or, if no date for performance is specified, promptly having regard to the nature of the Service or other obligation;
      4. in a safe manner and free from any unreasonable or avoidable risk to any person’s health and well-being; and
      5. so that they are properly managed and monitored and will immediately inform the Customer if any aspect of this Contract is not being or is unable to be performed.
   3. The Supplier will:
      1. have in place and maintain all Consents throughout the Term;
      2. comply, and procure that all of the Supplier’s Personnel comply, with all lawful and reasonable directions of the Customer relating to its performance of the Services;
      3. provide, and procure that all of the Supplier’s Personnel provide, such information and cooperation to the Customer and the Customer’s Group Companies as they may reasonably require from time to time;
      4. not do or omit to do anything which will, or might reasonably be expected to, bring the Customer or any of the Customer’s Group Companies into disrepute; and
      5. not do or omit to do anything which will, or might reasonably be expected to, cause the Customer or any of the Customer’s Group Companies to breach any Applicable Law or to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
2. Charges
   1. The Supplier will invoice the Customer in accordance with Clause 10 and in consideration of, and subject to the due and proper supply of the Goods and performance of the Services by the Supplier in accordance with this Contract, the Customer will pay the Supplier the Charges in accordance with the terms and conditions of this Contract.
   2. The Supplier is not entitled to reimbursement for expenses unless such expenses have been incurred with the prior written consent of the Customer, in which case the Supplier will supply appropriate evidence of expenditure in a form acceptable to the Customer.
   3. All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.
3. Payment Procedures and Approvals
   1. The Supplier will invoice the Customer in respect of the Charges at such dates or at the end of such periods as may be specified in Schedule 1 and will not make any separate charge for submitting any invoice.
   2. If the Customer, acting reasonably, considers that the Charges claimed by the Supplier in any invoice have:
      1. been correctly calculated and that such invoice is otherwise correct, the invoice will be approved and payment will be made by bank transfer (Bank Automated Clearance System (BACS)) within thirty (30) days of receipt of such invoice or such other time period as may be specified in Schedule 1; or
      2. not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Customer shall where possible make payment of any undisputed sums in accordance with Clause 10.2.1 and notify the Supplier and the Parties will work together to resolve the error or inadequacy. Upon resolution, the Supplier will submit a revised invoice to the Customer.
   3. No payment made by the Customer (including any final payment) or act or omission or approval by the Customer or the Customer’s Contract Manager (whether related to payment or otherwise) will:
      1. indicate or be taken to indicate the Customer’s acceptance or approval of the Services or any part of them or any act or omission of the Supplier, or otherwise prejudice any rights, powers or remedies which the Customer may have against the Supplier, or absolve the Supplier from any obligation or liability imposed on the Supplier under or by virtue of this Contract; or
      2. prevent the Customer from recovering any amount overpaid or wrongfully paid including payments made to the Supplier by mistake of law or fact. Without prejudice to Clause 21.1, the Customer will be entitled to withhold such amount from any sums due or which may become due to the Supplier or the Customer may recover such amount as a debt.
4. Interest will accrue at the interest rate of one percent (1%) above the base lending rate from time to time of the Bank of England on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgment).
5. Warranties and Obligations
   1. Without prejudice to any other warranties expressed elsewhere in this Contract or implied by law, the Supplier warrants, represents and undertakes to the Customer that:
      1. the Goods will:
         1. be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
         2. be fit for any purpose held out by the Supplier or made known to the Supplier expressly or by implication and in this respect the Customer relies on the Supplier’s skill and judgement; and
         3. correspond with their description; and
         4. conform to the Specification; and
         5. be free from defects in design, materials and workmanship; and
         6. comply with all relevant Applicable Laws; and
      2. the Goods will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health; and
      3. all materials supplied by the Supplier under this Contract, including the Goods and any replacement and spare parts, will be manufactured with non-hazardous materials and in accordance with recognised good engineering practice; and
      4. it has full, clear and unencumbered title to the Goods any replacement and spare parts and that it has the full and unrestricted right to sell and transfer title to the Goods and any replacement and spare parts to the Customer in accordance with the terms of this Contract.
6. Supplier’s Personnel
   1. The Supplier will provide the Supplier’s Personnel as necessary for the proper and timely performance of this Contract. All personnel deployed on work relating to this Contract will have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Customer.
   2. The Supplier will be liable for the acts and omissions of the Supplier’s Personnel as if they were acts or omissions of the Supplier.
   3. The Supplier will provide training to the Customer’s personnel (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.
   4. Without prejudice to Clause 23, the Supplier will indemnify, keep indemnified and hold harmless the Customer from and against all Losses which the Customer or any of the Customer’s Group Companies incur or suffer in relation to:
      1. the Supplier’s Personnel or any person who may allege to be the same (whenever such Losses may arise);
      2. any claim:
         1. made by the relevant authorities in respect of income tax demands or national insurance or similar contributions in relation to the provision of the Services by the Supplier;
         2. based on worker status brought by the Supplier or the Supplier’s Personnel out of or in connection with the provision of the Services.
7. Sub-Contracting
   1. The Supplier will not sub-contract all or any part of its obligations under this Contract without the prior written consent of the Customer identifying the relevant sub-contractor which may be refused or granted consent subject to such conditions as the Customer sees fit.
8. Conflict of Interest
   1. The Supplier warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Goods, Services and/or the Customer, save to the extent fully disclosed to and approved by the Customer.
   2. The Supplier will check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six (6) months and will notify the Customer in writing immediately upon becoming aware of any actual or potential conflict of interest and will work with the Customer to do whatever is necessary (including the separation of staff working on, and data relating to, the Goods and/or Services from the matter in question) to manage such conflict to the Customer’s satisfaction.
9. Access to Premises
   1. Any access to any Customer Premises made available to the Supplier in connection with the proper performance of this Contract will be used by the Supplier solely for the purpose of performing the Services during the Term in accordance with this Contract. The Supplier will:
      1. only access any Customer Premises during normal business hours;
      2. ensure that the Supplier’s Personnel carry any identity passes issued to them by the Customer at all relevant times and comply with the Customer’s security procedures as may be notified by the Customer from time to time;
      3. comply with any site specific policies and regulations that apply to such Customer Premises;
      4. comply with any reasonable requirements or instructions that may be made or given by or on behalf of the Customer or a Customer Group Company, as applicable;
      5. move to different Customer Premises, or a different part of the Customer Premises, promptly whenever requested by the Customer or a Customer Group Company, as applicable;
      6. immediately upon becoming aware of the same, report to the Customer and any other relevant Customer Group Company any personal injury, death or damage to or loss of property that occurs, and any circumstances or events which concern security or health and safety, at any Customer Premises;
      7. not create any nuisance, annoyance, damage or disturbance on or to any Customer Premises or to any assets, equipment, vehicles or buildings in any Customer Premises; and
      8. vacate the Customer Premises by such date as the Customer may determine and, in any event, by no later than the Termination Date.
   2. Nothing in this Clause 15.1 will create or be deemed to create the relationship of landlord and tenant in respect of any Customer Premises between the Supplier.
10. Compliance with Policies and Law 
    1. The Supplier will and will procure that all of the Supplier’s Personnel will:
       1. comply with all of the Customer’s policies and standards that are relevant to the performance of the Services, including those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Customer for personnel working at any Customer Premises or accessing the Customer’s computer systems. The Customer will provide the Supplier with copies of such policies and standards on request; and
       2. provide the Goods and Services and undertake all of its obligations under this Contract in compliance with all Applicable Laws.
    2. Without limiting the generality of Clause 17.1.2, the Supplier will comply with all Applicable Laws in force from time to time relating to discrimination in employment and the promotion of equal opportunities and will assist and co-operate with the Customer in relation to the Customer’s compliance with its duties under the Equality Act 2010 and any guidance, enactment, order, regulation or instrument made pursuant to the Equality Act 2010.
11. THIS CLAUSE IS LEFT INTENTIONALLY BLANK
12. Supplier Equipment 
    1. Risk in:
       1. all Supplier Equipment will be with the Supplier at all times; and
       2. all other equipment and materials forming part of the Services (title to which will pass to the Customer immediately on the earlier of delivery or use in the performance of the Services) (**“****Materials”**) will be with the Supplier at all times until completion of the Services in accordance with this Contract,

regardless of whether or not the Supplier Equipment and Materials are located at any Customer Premises.

* 1. The Supplier will ensure that all Supplier Equipment and all Materials meet all minimum safety standards required from time to time by Applicable Law.

1. Customer Obligations and Equipment
   1. The Customer will provide the Supplier, on request, with such reasonable co-operation, information, and access to personnel and premises that the Supplier may reasonably require from time to time to the extent necessary for the proper performance of the Supplier’s obligations under this Contract.
2. Records, Audit and Inspection
   1. The Supplier will, and will procure that its sub-contractors will, maintain a detailed, complete and correct set of records and books of account pertaining to all activities relating to the Supplier’s obligations under this Contract including time-sheets for the Supplier’s Personnel where such records are material to the calculation of the Charges and details of all hazards and incidents relating to health, safety or security which occur during the Term (the **“Records”**).
   2. The Supplier will retain all Records during the Term and for a period of not less than six (6) years (or such longer period as may be required by Applicable Law), except Records containing Personal Data which will only be retained for as long as necessary, following termination or expiry of this Contract (“**Retention Period**”).
   3. The Supplier will provide copies of the Records to the Customer upon request during the Retention Period.
   4. The Customer and any person nominated by the Customer (including a Regulatory Authority) has the right to audit any and all Records at any time during the Retention Period on giving to the Supplier reasonable notice (whether in writing or verbally) and at any reasonable time to copy, examine and inspect the Records and any aspect of the Supplier’s performance of the Services (including compliance with Clause 17.1) and the Supplier’s compliance with its obligations under this Contract. The Supplier will give all reasonable assistance to the Customer or its nominee in conducting such inspection, including making available documents, systems and staff for interview.
3. Set-Off

All damages, costs, charges, expenses, debts, sums, liabilities or other amounts owing (contingently or otherwise and whether such liability is present or future, liquidated or unliquidated) to or incurred by the Customer (or any of the Customer’s Group Companies) arising out of or attributable to this Contract or any other contract between the Customer (or any of the Customer’s Group Companies) and the Supplier may be deducted by the Customer from monies due or which may become due to the Supplier under this Contract or under any other contract with the Customer or any of the Customer’s Group Companies and the Customer may recover such amount from the Supplier as a debt.

1. Indemnity
   1. Subject to Clause 23.2, the Supplier is responsible for and will indemnify, keep indemnified and hold harmless the Customer and the Customer’s Group Companies (including their respective employees, sub-contractors and agents) (the **“Indemnified Party”**) against all Losses which the Indemnified Party incurs or suffers as a consequence of:
      1. any breach of Clause 17.1.2 or any negligent performance of this Contract by the Supplier (or any of the Supplier’s Personnel); and
      2. any claim and/or proceedings made and/or brought against the Customer and/or any of its Group Companies by any person for:
         1. death and/or personal injury; and/or
         2. loss, damage, deterioration and/or destruction of and/or to property (including the Customer Premises), arising out of and/or in connection with any act and/or omission of the Supplier and/or the Supplier’s Personnel, including negligence.
   2. The Supplier is not responsible for and will not indemnify the Customer for any Losses to the extent that such Losses are solely caused by any breach or negligent performance of any of its obligations under this Contract by the Customer.
2. Limitation of Liability
   1. Subject to Clauses 24.3 and 24.4:
      1. the Supplier’s Product Liability will be limited to £1,000,000 per claim; and
      2. the Supplier’s Liability (but excluding Product Liability) will be limited to £1,000,000 per claim.
   2. Subject to Clauses 24.3 and 24.4**,** the Customer’s maximum aggregate Liability in each Year will be limited to the amount of the Charges properly due and payable in that Year.
   3. Nothing in this Contract will operate to exclude or restrict Liability of a Party:
      1. that cannot be excluded or restricted in this Contract in respect of death or personal injury resulting from negligence by operation of Section 2(1) Unfair Contract Terms Act 1977;
      2. in respect of any amounts recovered or recoverable or which ought to have been recovered or recoverable had the relevant Party complied with its respective obligations under this Agreement, under policies of insurance to be taken out and/or maintained by such Party in accordance with this Contract;
      3. for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
      4. for breach of its obligations arising under section 12 Sale of Goods Act 1979;
      5. for breach of its obligations arising under section 2 Supply of Goods and Services Act 1982;
      6. arising under Section 2(3) Consumer Protection Act 1987; or
      7. for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

Any Liability of a Party which falls within this Clause 24.3 will not be taken into account in assessing whether the financial limits in Clauses 24.1 or 24.2 have been reached.

* 1. Without prejudice to Clause 24.3 nothing in this Contract will operate to exclude or restrict either Party’s Liability:
     1. for any breach of Clause 26.2 (Protection of Personal Data);
     2. for any breach of Clause 28 (Confidentiality and Transparency);
     3. for any breach of Clause 30 (Anti-Corruption);
     4. for any breach of Clause 31 (Anti-Slavery);
     5. under the indemnities contained in this Contract; or
     6. for a deliberate breach of this Contract by that Party.

Any Liability of a Party which falls within this Clause 24.4 will not be taken into account in assessing whether the financial limits in Clauses 24.1 and 24.2 have been reached.

1. Insurance
   1. The Supplier will at its sole cost maintain insurance cover with a reputable insurer to cover its liability under this Contract, including as a minimum the insurances set out in Schedule 1 (the “**Insurances**”), for the Term and for a period of six (6) years after the Termination Date. The Supplier will ensure that the Customer’s interest is noted on each and every policy or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause.
   2. The Supplier will produce evidence to the Customer on reasonable request of the Insurances and payment of all premiums due on each policy.
2. Intellectual Property Rights 
   1. The Supplier grants, or will procure the grant of, the right for the Customer and each of the Customer’s Group Companies to use the Intellectual Property Rights in the Goods to the extent necessary to use the Goods for the purpose for which they were supplied and for the purpose of the repair and maintenance of such Goods.
   2. The Supplier will have no right (save where expressly permitted under this Contract or with the Customer’s prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Customer.
   3. The Supplier warrants, represents and undertakes that all documents, drawings, software and any other work prepared or developed by the Supplier or supplied to the Customer under this Contract will not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
   4. Without prejudice to Clause 23, the Supplier will indemnify and keep indemnified the Customer and the Customer’s Group Companies against all Losses that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights.
3. Protection of Personal Data
   1. The Supplier (and any permitted sub-contractor) will comply with the Data Protection Legislation.
   2. Notwithstanding the generality of Clause 27.1;
      1. the Supplier will bring into effect and maintain all reasonable technical and organisational measures to prevent unauthorised or unlawful Processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including taking reasonable steps to ensure the reliability of staff having access to the Personal Data;
      2. the Customer may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Supplier and the sub-contractors referred to in this Clause 26.2. Within twenty (20) Business Days of such a request (or such shorter timescale as requested by the Customer from time to time), the Supplier will supply written particulars of all such measures detailed to a reasonable level such that the Customer can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation; and
      3. on or before the end of the Term, the Supplier will ensure that all documents or computer records in its possession, custody or control, which contain Personal Data in connection with this Contract, including any documents in the possession, custody or control of a sub-contractor, are delivered up to the Customer.
4. Confidentiality and Transparency 
   1. The Supplier and, subject to Clauses 28.4 and 29, the Customer, will keep confidential any and all Confidential Information and will:
      1. not use the Confidential Information for any purpose other than to perform its obligations under this Contract;
      2. only disclose the Confidential Information to those of its personnel who need access to that Confidential Information in order to fulfil its obligations in accordance with the terms of this Contract and on terms substantially equivalent to those contained in this Clause 28; and
      3. only make such copies, summaries, extracts, transcripts, notes, reports, analyses and recordings (in any form of media) that use, contain or are based on (or derived from) Confidential Information as are reasonably necessary to fulfil its obligations under this Contract.
   2. The obligations set out in Clause 28.1 will not apply to any Confidential Information which:
      1. at the time of disclosure, was in the public domain or subsequently entered into the public domain other than as a direct or indirect result of a breach of this Clause 28 by the Customer or the Supplier (or any of the Supplier’s Personnel), respectively as the case may be; or
      2. is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.
   3. The Parties will keep secure all materials containing the other Party’s Confidential Information in relation to this Contract and its performance and apply to such Confidential Information documentary and electronic security measures that match or exceed those which it operates in relation to its own confidential information and will never exercise less than reasonable care.
   4. The Supplier acknowledges that the Customer is subject to the Transparency Commitment. Accordingly, the Supplier hereby gives its consent for the Customer to publish the Contract Information to the general public.
   5. The Customer may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Customer may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Customer may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 28.4. The Customer will make the final decision regarding publication and/or redaction of the Contract Information.
5. Freedom of Information
   1. The Supplier acknowledges that the Customer is subject to the requirements of FOI Legislation. Accordingly from time to time the Customer may be required to disclose information relating to the Supplier and/or this Contract.
   2. Where a Request for Information has been received by the Customer, then it will:
      1. consider the applicability of exemptions under the FOI Legislation or any other applicable legislation;
      2. before responding to such a request (which, for the avoidance of doubt, includes confirming or denying that the information is held by the Customer or on the Customer’s behalf) and/or disclosing information about or relating to the Supplier, the Services and/or this Contract, notify the Supplier of this request and stipulate the time period during which the Supplier needs to respond in order to assist the Customer to determine whether any exemptions under FOI Legislation apply (including where necessary why the public interest in maintaining the exemption is not outweighed by the public interest in disclosure and an estimate of any expenditure that the Supplier is likely to incur in complying with the request);
      3. in determining whether any exemptions apply and/or whether to confirm or deny and/or disclose any information pursuant to this Clause 29.2, take into account any reasonable representations made to it by the Supplier;
      4. where it requires the Supplier to confirm whether such information is held by the Supplier on its behalf and, if necessary, to provide any such information, stipulate the time period in which it requires the Supplier to make such confirmation and/or provide such information; and
      5. where it determines to disclose the information then it will notify the Supplier of such decision as soon as reasonably practicable and in any event no later than two (2) Business Days prior to disclosure.
   3. The Supplier will facilitate the Customer in complying with its obligations under the FOI Legislation and any necessary consultation and to the extent that such obligations relate to information held by the Supplier on behalf of the Customer indicating whether such information is held by them and if necessary to provide that information to the Customer, within the timescale stipulated by the Customer in Clauses 29.2.2 and/or 29.2.4.
6. Anti-Corruption
   1. The Parties will, and will procure that their personnel will at all times:
      1. comply with all applicable Anti-Bribery Laws;
      2. not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws; and
      3. not do or omit to do any act or thing which causes or may cause the other Party or any of their Group Companies to be in breach of and/or to commit an offence under any Anti-Bribery Laws.
   2. Any breach of this Clause 30 will be a material breach of this Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.
7. Anti-Slavery
   1. The Parties will, and will procure that their personnel will at all times:
      1. comply with all applicable Anti-Slavery Laws;
      2. not engage in any Modern Slavery Practice; and
      3. not do or omit to do any act or thing which causes or may cause the other Party or any of their Group Companies to be in breach of and/or to commit an offence under any Anti-Slavery Laws.
   2. The Supplier will:
      1. conduct proper and detailed checks on any agency or person used by the Supplier to provide labour, employees, contractors or other persons to undertake tasks for the Supplier in connection with this Contract (in each case whether on a permanent or temporary basis) to ensure that any such agency or entity does not engage and has not in the past engaged in any Modern Slavery Practice or abuse of human rights; and
      2. provide the Customer with such reasonable assistance and information as the Customer may require from time to time to enable the Customer to:
         1. perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Customer;
         2. prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act 2015 and to include the matters referred to in section 54(5) of that Act;
         3. comply with any requirement to report on respect for human rights or to enable the Customer to demonstrate compliance with any human rights code or policy to which it adheres or which applies to it; and
         4. conduct due diligence and to measure the effectiveness of the steps the Customer is taking or wishes to take to ensure that Modern Slavery Practice or abuse of human rights is not taking place in its business or supply chains.
   3. The Supplier will immediately give written notice to the Customer upon the occurrence of a breach or suspected breach of any of its obligations referred to in this Clause 31. The notice will set out full details of the breach or suspected breach.
   4. Any breach of this Clause 31by the Supplier will be a material breach of this Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.
   5. Without prejudice to Clause 23, the Supplier will indemnify and keep indemnified the Customer and the Customer’s Group Companies against all Losses, in each case arising out of or in connection with any breach by the Supplier of any of its obligations under this Clause 31 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).
8. Breach and Termination of Contract
   1. Without prejudice to either Party’s right to terminate at common law, either Party may terminate this Contract upon giving notice to the other:
      1. except as provided in and without prejudice to Clause 32.1.2, if the other Party has committed any material breach of this Contract which:
         1. cannot be remedied; or
         2. can be remedied but the other Party fails to remedy that breach within ten (10) Business Days from the date of written notice to giving details of the breach and requiring it to be remedied was given;
      2. if the other Party is Insolvent; or
      3. in the case of the Customer, if the Customer is not satisfied on the issue of any conflict of interest in accordance with Clause 14.1.
   2. Without prejudice to any of the Customer’s other rights, powers or remedies (whether under this Contract or otherwise) if the Supplier is in breach of any of its warranties and/or obligations under Clause 11, the Supplier will, if required to do so by the Customer, promptly remedy and/or re-perform its obligations or part of them at its own expense to ensure compliance with such warranties. Nothing in this Clause 32.2 will prevent the Customer from procuring the provision of any Goods and/or Services or any remedial action in respect of any Goods and/or Services from an alternative contractor and, where the Customer so procures any Goods and/or Services or any remedial action, the Customer will be entitled to recover from the Supplier all additional cost, loss and expense incurred by the Customer and attributable to the Customer procuring such Goods and/or Services or remedial action from such alternative contractor.
   3. If a Force Majeure Event occurs and an Affected Party wishes to claim relief under Clause 32.4 or 32.5, that Affected Party will:
      1. give the other Party written notice of the occurrence, anticipated duration and impact of the Force Majeure Event and its wish to claim relief;
      2. take all reasonable measures to mitigate the effects of the Force Majeure Event; and
      3. continue to perform all of its obligations under this Contract the performance of which are not affected by the Force Majeure Event or its direct effects
   4. Subject to compliance with Clause 32.3, neither Party will be deemed to be in breach of this Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under this Contract to the extent that such failure or delay is due to a Force Majeure Event which has a material adverse impact on its ability to perform its obligations under this Contract. If the Force Majeure Event continues to have such a material adverse impact for more than eight (8) weeks from the date on which that Force Majeure Event was first notified under Clause 32.3, then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event (**“Innocent Party”**) may terminate this Contract immediately upon giving notice to the Affected Party. If this Contract is terminated in accordance with this Clause 32.4 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party will not be liable to the Innocent Party by reason of such termination.
   5. If a Force Majeure Event has the effect that either the Customer is unable to receive or does not require the Goods and/or Services to be provided (including due to the Customer Premises benefitting from the Goods and/or Services being restricted in use or otherwise closed), the Customer may suspend the supply of the Goods and/or Services on notice to the Supplier during the period of such Force Majeure Event and no Charges shall be payable in respect of the suspended Goods and/or Services. For the avoidance of doubt, the Customer will not be deemed to be in breach of this Contract, or otherwise liable to the Supplier in any manner whatsoever, for any suspension in accordance with this Clause 32.5. If such suspension continues for more than eight (8) weeks: (a) the Customer may terminate this Contract immediately on giving notice to the Supplier; or (b) the Supplier may give notice to the Customer that it requires the Goods and/or Services (and corresponding payment of the Charges) to recommence. If the Customer has not consented to the recommencement of the Goods and/or Services (and payment of the corresponding Charges for such Goods and/or Services following recommencement) within two (2) weeks of receipt of such notice from the Supplier, the Supplier may terminate this Contract immediately on giving written notice to the Customer. If this Contract is terminated in accordance with this Clause 32.5 then without prejudice to any rights and liabilities which accrued prior to termination the terminating Party will not be liable to the other Party by reason of such termination.
   6. Without prejudice to the Customer’s right to terminate this Contract under Clauses 32.1, 32.4, 32.5, 32.7 or to terminate at common law, the Customer may terminate this Contract at any time without cause subject to giving the Supplier written notice of the period specified in Paragraph 8 of Schedule 1.
   7. Without prejudice to the Customer’s right to terminate this Contract under Clauses 32.1, 32.4, 32.5, 32.6 or at common law, the Customer may terminate this Contract at any time following a Declaration of Ineffectiveness or Public Procurement Termination Event in accordance with the provisions of Clause 34.
   8. To the extent that the Customer has a right to terminate this Contract then, as an alternative to termination, the Customer may by giving notice to the Supplier require the Supplier to provide part only of the Goods and/or Services with effect from the date specified in the Customer’s notice (**“Change Date”**) whereupon the provision of the remainder of the Goods and/or Services will cease and the definition of the “Goods” and/or “Services” will be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Customer’s opinion a proportionate adjustment would not be reasonable in such manner as the Customer may determine.
9. Consequences of Termination or Expiry
   1. The termination or expiry of this Contract will not prejudice or affect any right, power or remedy which has accrued or will accrue to either Party prior to or after such termination or expiry.
   2. Upon expiry or termination of this Contract (howsoever caused):
      1. the Supplier will, at no further cost to the Customer:
         1. take all such steps as will be necessary for the orderly handover of the Goods (to the extent title has not transferred to the Customer under Clause 7) and/or Services to the Customer (or its nominee), such that the Goods can be used and/or the Services can be carried on with the minimum of interruption and inconvenience to the Customer and to effect such handover;
         2. on receipt of the Customer’s written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks; and
         3. cease to use the Confidential Information; and
      2. the Customer will (subject to Clauses 21.1, 32.1 and 32.5) pay the Supplier any Charges remaining due in relation to any Goods and/or Services properly supplied in accordance with this Contract up to the date of termination.
10. Declaration of Ineffectiveness and Public Procurement Termination Event 
    1. In the event that a court makes a Declaration of Ineffectiveness, the Customer will promptly notify the Supplier. The Parties agree that the provisions of Clause 33 and this Clause 34 will apply as from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 33 and this Clause 34 or the Cessation Plan, the provisions of this Clause 34 and the Cessation Plan will prevail.
    2. The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Declaration of Ineffectiveness.
    3. Without prejudice to the Customer’s rights of termination implied into this Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, the Customer will promptly notify the Supplier and the Parties agree that the provisions of Clause 33 and these Clauses 34.3 to 34.7 (inclusive) will apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 33 and these Clauses 34.3 to 34.7 or the Cessation Plan, the provisions of these Clauses 34.3 to 34.7 and the Cessation Plan will prevail.
    4. The Public Procurement Termination Event will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Public Procurement Termination Event.
    5. As from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event, the Parties (acting reasonably and in good faith) will agree or, in the absence of such agreement, the Customer will reasonably determine an appropriate Cessation Plan with the object of achieving:
       1. an orderly and efficient cessation of the supply of the Goods and Services or (at the Customer’s request) a transition of the Goods and Services (as applicable) to the Customer or such other entity as the Customer may specify; and
       2. minimal disruption or inconvenience to the Customer

in accordance with the provisions of this Clause 34 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.

* 1. Upon agreement, or determination by the Customer, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
  2. The Customer will pay the Supplier’s reasonable costs in assisting the Customer in preparing, agreeing and complying with the Cessation Plan. Such costs will be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Customer. Provided that the Customer will not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the cessation and early termination of this Contract pursuant to this Clause 34.

1. Survival

The provisions of Clauses 1, 3.6, 4.6.1, 5.1, 5.2, 6, 7, 10.2.1, 12.1.1, 13.4, 16.1.8, 16.2, 19.1, 20-29 (inclusive), 31.5, 33, 37.1-44 (inclusive), and any other Clauses or Schedules that are necessary to give effect to those Clauses will survive termination or expiry of this Contract. In addition, any other provision of this Contract which by its nature or implication is required to survive the termination or expiry of this Contract will do so.

1. Rights of Third Parties

The Parties hereby declare that no term of this Contract is intended to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is intended to be enforceable by any third party.

1. Assignment and Novation
   1. The Customer may novate, assign or otherwise transfer this Contract (in whole or in part). .
   2. Subject to Clause 13.1, this Contract is personal to the Supplier who will not assign the benefit or delegate the burden of this Contract or otherwise transfer any right or obligation under this Contract without the prior written consent of the Customer.
2. Non-Waiver of Rights

A delay in exercising or failure to exercise a right or remedy under or in connection with this Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the Party giving it (and communicated to the other Party in writing in accordance with the provisions of Clause 40) and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

1. Illegality and Severability

Subject to Clause 34, if any term of this Contract (in whole or in part) is held invalid, illegal, unlawful, void or unenforceable for any reason by any court or body or authority of competent jurisdiction, such term will be severed from this Contract and the remaining provisions will continue in full force and effect as if this Contract had been executed without the invalid, illegal, unlawful, void or unenforceable provision.

1. Notices
   1. Subject to Clause 40.4, any notice given under or in connection with this Contract will be in the English language, marked for the attention of the specified representative of the Party to be given the notice and:
      1. sent to that Party’s office address by pre-paid first class post or mail delivery service providing proof of delivery;
      2. delivered to or left at that Party’s office address (but not, in either case, by one of the methods set out in Clause 40.1.1); or
      3. sent by e-mail to that Party’s e-mail address.

The e-mail address, office address and representative for each Party are set out in Schedule 1.

* 1. Any notice given in accordance with Clause 40.1 will be deemed to have been served:
     1. if given by first class post or mail delivery service, in each case as set out in Clause 40.1.1, at 9.00am on the second Business Day after the date of posting;
     2. if given as set out in Clause 40.1.2, at the time the notice is delivered to or left at that Party’s address; and
     3. if given as set out in Clause 40.1.3, at the time of sending the e-mail;

provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

* 1. If a notice is given in accordance with Clause 40.1.3 the title to the e-mail will begin with the words “Service of Notice” and a copy of the notice will be sent to the receiving Party’s address (as set out in or changed in accordance with Clause 40.1) by pre-paid first class post or mail delivery service providing proof of delivery within twenty-four (24) hours after sending the e-mail. The requirement set out in this Clause 40.3is not a condition to valid service of the relevant notice by e-mail.
  2. This Clause 40 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.

1. Entire Agreement
   1. Subject to Clause 41.2:
      1. this Contract and all documents referred to in this Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Contract and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Goods and Services. Neither Party has been induced to enter into this Contract by a statement which this Contract does not contain; and
      2. without prejudice to the Supplier’s obligations under this Contract, the Supplier is responsible for and will make no claim against the Customer in respect of any misunderstanding affecting the basis of the Supplier’s tender in respect of this Contract or any incorrect or incomplete information howsoever obtained.
   2. Nothing in this Clause 41 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.
2. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which will be an original, and such counterparts or duplicates will together constitute one and the same agreement.

1. Relationship of the Parties

Nothing in this Contract and no action taken by the Parties in connection with it constitutes, or will create, a partnership or joint venture or relationship of employer and employee between the Parties. Except as expressly provided in this Contract, nothing in this Contract will give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

1. Governing Law and Jurisdiction
   1. This Contract and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the law of England and Wales.
   2. The courts of England and Wales will have exclusive jurisdiction to determine any dispute which may arise out of or in connection with this Contract (including in relation to any non-contractual obligations).
   3. The Customer may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
2. schedule 1

KEY CONTRACT INFORMATION

1. **Contract Reference Number**: [INSERT]
2. **Commencement**: [INSERT]
   1. Contract Commencement Date: [INSERT]
   2. Service Commencement Date: [INSERT]
3. **Term/Expiry Date**: A period of [INSERT] starting on the Contract Commencement Date.
4. **[Warranty Period:** [If applicable, insert warranty period]
5. **Time for payment** :where not thirty (30) days (see Clause 10.2): [INSERT]
6. **Contract Managers** 
   1. Details of the Customer’s Contract Manager

**Name:** [name of relevant technical contact]

**Address:** [Level 10, One Stratford Place, Montfichet Road, London E20 1EJ]

**Tel:** [INSERT]

**Fax:** [INSERT]

**Email**: [INSERT]

* 1. Details of the Supplier’s Contract Manager

**Name:** [INSERT]

**Address:** [INSERT]

**Tel:** [INSERT]

**Fax:** [INSERT]

**Email**: [INSERT]

1. **Insurance**: [Types and amounts of insurance to be considered and table to be amended accordingly]

|  |  |
| --- | --- |
| **Type of Insurance** | **Amount of Insurance per claim, occurrence or event** |
| Employers’ liability | £ |
| Public liability to cover injury and loss to third parties | £ |
| Insurance to cover the loss or damage to any item related to the Services | £ |
| Product liability | £ |
| Professional indemnity | £ |
| Motor Insurance | £ |
| Business interruption insurance | £ |

[In the event professional indemnity insurance is not available, a “financial loss” extension to the public liability insurance referred to in the table above or, if applicable, the product liability insurance referred to in the table above. Any professional indemnity insurance or “financial loss” extension will be renewed for a period of six (6) years (or such other period as the Customer may stipulate) following the expiry or termination of this Contract.]

1. **Notice period** in accordance with Clause 32.6 (termination without cause):

Ninety (90) days unless an alternative is listed here [*insert alternative if needed*]

1. **Address for service of notices** in accordance with Clause 40:

**For the Customer:**

For the Attention of: [INSERT]

Address: [INSERT]

Email: [INSERT]

**For the Supplier**:

For the Attention of: [INSERT]

Address: [INSERT]

Email: [INSERT]

1. Office facilities to be provided to the Supplier in accordance with Clause 16.2: [*Need to be clear about any telephony, IT etc.*]
2. Training to be provided by the Supplier in accordance with Clause 13.3: [INSERT OR CONFIRM ‘Not Applicable’]
3. Schedule 2

SPECIFICATION

1. Goods Specification
2. [This part should provide a detailed description of the Goods being purchased, including the quantity, type, model etc. of the Goods]

1. Schedule 3

CHARGES

[This Schedule should provide full details of the Charges for the Goods and Services and payment milestones]

1. Schedule 4

PROJECT PLAN

[This Schedule should contain the process and timescales for the order/delivery of the Goods (including the Delivery Date and Delivery Location) and the performance of the Services.]

1. **THIS CONTRACT** has been signed for and on behalf of the Parties the day and year written above.
3. Signed by )
4. for and on behalf of )
5. **London Stadium 185 Limited** )
6. Signature:
7. Print name and position:

Date:

1. Signed by )
2. for and on behalf of )
3. **London Stadium 185 Limited** )
4. Signature:
5. Print name and position:

Date:

1. Signed by )
2. for and on behalf of )
3. [**INSERT SUPPLIER**] )
4. Signature:
5. Print name and position:

Date: