****

**Conditions of Contract for**

**[insert Contract title]**

**[insert Contract reference]**

### Form of Agreement (to be completed at the Contract award stage)

**Contract Name: [insert contract name]**

**Contract Reference: [insert contract reference number]**

This Agreement is made on the day of 20\*\* between **the Pioneer Housing and Community Group,** whose Registered Office is situated at 11 High Street, Castle Vale, Birmingham B35 7PR **(the Company)**, and [insert Supplier/Contractor name and address**] (the Supplier/Contractor)**

Whereas:

The Company wishes to retain the Supplier/Contractor to [insert name and description of Supplies/Services/Works to be provided]

The Supplier/Contractor is able and willing to provide the Supplies/Services/Works for the consideration and upon the terms hereafter appearing.

Payment for the Supplies/Services/Works shall be in the form described in the Conditions of Contract.

**This Agreement provides as follows:**

(1) The following documents only, together with any annexes, schedules or appendices thereto, if any, shall together constitute the “Contract” as created under a Purchase Order or Request for Supplies/Services/Works between the Company and the Supplier/Contractor :

* the Purchase Order or Request for Supplies/Services/Works issued by the Company to the Supplier/Contractor;
* this Form of Agreement;
* the Contract Particulars;
* the Conditions of Contract;
* the Pricing Document;
* the S pecification.

For the purpose of identification the Contract Particulars, Conditions of Contract, Special Conditions of Contract, Pricing Document and the Specification are bound together with the Form of Agreement and have been signed on behalf of the Company and the Supplier/Contractor.

(2) The Contract as defined in accordance with this Form of Agreement constitutes a full statement of the contractual rights and liabilities of the Company and the Supplier/Contractor in relation to the Supplies/Services/Works and no negotiations, communications or statements between them, nor any document nor any representation or warranty made by them prior to the date of the Contract in relation to the Supplies/Services/Works shall be of any contractual effect, or be otherwise binding between the Parties.

(3) The Company and the Supplier/Contractor hereby agree that any pre-contractual representations and warranties, whether made orally or in writing, shall be of no legal effect whatsoever, with the result that neither Party shall be entitled to found any claim to damages in reliance thereon.

(4) The Price takes the definition assigned to it in the Conditions of Contract.

**In witness of the above** the Parties have signed this Agreement on the date written at the head of this Form of Agreement.

**Signed on Behalf of the Pioneer Housing and Community Group (the Company)**

Signature ...............................................................

Name …………………………………………

Position …………………………………………

**Witness to Signature**

Signature ...............................................................

Name …………………………………………

Position …………………………………………

**Signed on behalf of** **­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­­**[**insert name] (the Supplier/Contractor)**

Signature ...............................................................

Name ……………………………………….

Position ……………………………………….

**Witness to Signature**

Signature ...............................................................

Name …………………………………………

Position …………………………………………

### Contract Particulars (to be completed at the Contract award stage)

**Commencement Date**

[insert the Contract commencement date]

**Initial Expiry Date**

[insert the Initial Expiry Date]

**Extended Expiry Date**

means the expiry date stipulated by the Company in the notice issued by the Company to the Supplier/Contractor under Condition 13.2, such date to be no later in time than the [insert the maximum term th) anniversary of the Commencement Date.

**Payment Terms**

In accordance with Condition 9 of the Conditions of Contract

**Insurances:**

In accordance with Condition 11 of the Conditions of Contract, the Supplier/Contractor shall take out and maintain in full force and effect with a reputable insurance company the following minimum insurances for the duration of the Contract:

1. Public Liability insurance – [insert required level of cover]
2. Employer’s Liability insurance – [insert required level of cover]
3. Contract Works (all risks) insurance – [insert required level of cover]
4. Professional Indemnity insurance – [insert required level of cover]

**Name of the Company’s Contract Administrator**

[insert name of Contract Administrator]

**Address for Notices to the Company**

The Company Secretary

The Pioneer Housing and Community Group

11 High Street

Castle Vale

Birmingham

B35 7PR

**Conditions of Contract**

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1. **Definitions**

The following words and expressions shall have the following meanings:

**“Background Intellectual Property”** – shall mean any Intellectual Property, other than Foreground Intellectual Property, which can be shown to be the property of either Party prior to the commencement of the Contract.

**“Business Continuity and Disaster Recovery Plan”** – shall mean the processes and arrangements that the Supplier/Contractor shall follow to ensure continuity of business processes and operations following any failure or disruption of any element of the Supplies/Services/Works;

**“Business Days”** – shall mean any day which is not a Saturday, a Sunday, a public holiday or a bank holiday;

**“Conditions”** – shall mean the Conditions of Contract as laid out in this document, and include any supplementary or special conditions agreed in writing between the Company and the Supplier/Contractor;

**“Confidential Information”** – shall mean all documents, papers, databases, drawings, diagrams, calculations, figures, data and other information whether in physical form or otherwise, whether expressed to be confidential or not, and in whatever media or format provided or orally disclosed by the Disclosing Party to the Receiving Party in the course of, or in connection with the performance of each Party’s obligations under the Contract;

**“Contract”** – has the meaning given to it in paragraph 1 of the Form of Agreement;

**“Contractor”** – means the person, firm or company appointed by the Company under the Contract;

**“Contract Administrator”** – shall mean the person nominated by the Company to act as the Company’s representative for the purpose of the Contract;

**“Commencement Date”** has the meaning given to it in the Contract Particulars;

**“Company”** – shall mean the Pioneer Housing and Community Group;

**“Company Data”** – shall mean the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any Confidential Information, and which:

* are supplied to the Supplier/Contractor by or on behalf of the Company;
* the Supplier/Contractor is required to generate, process, store or transmit pursuant to the Contract;
* any Personal Data for which the Company is the Data Controller.

**“CPI” –** shall meanthe United Kingdom general index of consumer prices published by the Office for National Statistics (or any other government department or other body upon which the duties in connection with such index have devolved) or any index which replaces it from time to time;

**“Disclosing Party”** – shall mean the Party to the Contract who discloses Confidential Information to the other Party to the Contract;

**“Extended Expiry Date”** has the meaning given to it in the Contract Particulars;

**“Force Majeure”** – shall mean any cause preventing either Party from performing any or all of its obligations under this Contract which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, however without limitation, acts of God, war, riot, civil commotion, malicious damage, compliance with any applicable law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or tempest (but for the avoidance of doubt excluding strikes, lockouts or other industrial disputes which have their origin within the employees of the Party so prevented or default of suppliers or sub-contractors or breakdown of vehicles);

**“Foreground Intellectual Property”** – shall mean any Intellectual Property that arises or is obtained or developed in the course of or in connection with the Contract;

**“Information Security Policy”** – shall mean the Company’s information security policy in force as at the Contract Commencement Date, as updated from time to time and notified to the Supplier/Contractor;

**“Initial Expiry Date”** has the meaning given to it in the Contract Particulars;

**“Intellectual Property” –** shall mean all industrial and intellectual property including patents, utility models, inventions, designs, trademarks, copyright, data, moral, trade secrets, confidential information and know-how (all whether registered or unregistered and including any renewals and extensions thereof);

**“Malicious Software”** – shall mean any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

**“Party”** – shall mean a Party or Parties to the Contract;

**“Permitted Purpose”** – shall mean (for the purposes of Condition 22 below) the respective obligations of each of the Parties under the Contract;

**“Previous Supplier/Contractor”** - shall mean the previous provider of supplies/services/works substantially similar to the Supplies/Services/Works;

**“Price”** – shall mean the Price payable to the Supplier/Contractor for the provision of the Supplies/Services/Works as stated in Pricing Document and/or the Purchase Order or Request for Supplies/Services/Works;

**“Pricing Document”** – shall mean the Pricing Document as set out in Appendix 2 of these Conditions which forms part of the Contract;

**“Purchase Order”** – shall mean the order for the Supplies/Services/Works issued by the Company, in either printed or electronic format to the Supplier/Contractor;

**“Receiving Party”** – shall mean the Party to the Contract who receives Confidential Information from the other Party to the Contract;

**“Request for Supplies/Services/Works”** – shall mean an order for the Supplies/Services/Works (other than a Purchase Order) in the form of a request issued by the Company to the Supplier/Contractor;

**“Retendering Information”** – means such information relating to the persons engaged or employed by the Supplier/Contractor or any Subcontractor in providing the Supplies/Services/Works which the Company may reasonably require to facilitate any subsequent provider of supplies/services/works to assess and include the cost of TUPE in any subsequent bid for supplies/services/works similar to the Supplies/Services/Works and to assist in the transfer of the Supplies/Services/Works to a subsequent service provider, such information to include (without limitation) details of the persons’:

* Employee Details;
* Pay Entitlements;
* Working Time;
* Benefit Entitlements;
* Contractual Requirements;
* Additional Requirements.

**“Review Date” -** shall mean the [insert term] anniversary of the Commencement Date;

**“Site”** – shall mean the place or places where the Company requires the Supplies/Services/Works to be provided;

**“Specification”** – shall mean the Specification of the Supplies/Services/Works as set out in Appendix 1 of these Conditions and shall include all quotations, plans, drawings, specifications, standards and performance requirements relating to the Supplies/Services/Works;

**“Staff”** – shall mean all individuals employed by the Supplier/Contractor from time to time in connection with providing the Supplies/Services/Works to the Company;

**“Subcontractor”** – shall mean a person or organisation who has a contract with the Supplier/Contractor to undertake all or part of the Supplies/Services/Works;

**“Subsequent Transfer Date”** – shall mean the date when either a new supplier/contractor selected to provide supplies/services/works to the Company similar to the Supplies/Services/Works, or the Company, takes over the provision of the Supplies/Services/Works from the Supplier/Contractor;

**“Supplier”** – means the person, firm or company appointed by the Company under the Contract;

**“Supplies/Services/Works”** – shall mean the Supplies/Services/Works as stated in the Specification.

**“Term”** – shall mean the period commencing on the Commencement Date and, subject to earlier termination in accordance with the provisions of this Contract, ending on either: (i) the Initial Expiry Date; or (ii) if the Company exercises its option pursuant to Condition 13.2, the Extended Expiry Date;

**“TUPE”** – shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).

1. **Interpretation**

In these Conditions unless the context otherwise requires:

* 1. any reference to gender shall include all other genders, and the singular shall include the plural, and vice versa.
  2. the expression ‘person’ shall mean any individual, form, company, incorporated association, partnership or joint venture.
  3. any reference to a statute or a statutory provision shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced.

1. **Conditions Applicable**
   1. The Conditions shall apply to the provision of the Supplies/Services/Works by the Supplier/Contractor to the exclusion of all other terms or conditions, including any terms and conditions which the Supplier/Contractor may purport to apply under any purchase order, confirmation of order or similar document.
   2. Provision of the Supplies/Services/Works by the Supplier/Contractor shall be deemed to constitute the Supplier’s/Contractor’s acceptance of these Conditions.
   3. Any variation of the Conditions (including any supplementary or special terms and conditions agreed between the Parties) shall have no effect unless agreed in writing between the Parties.
2. **General**
   1. The Company engages the Supplier/Contractor to be a non-exclusive provider of the Supplies/Services/Works for the Term of the Contract subject to and in accordance with these Conditions.
   2. The Company shall not be under any obligation to issue any Purchase Order or Request for Supplies/Services/Works to the Supplier/Contractor and reserves the right to procure the provision of supplies/services/works of the same or a similar type to the Supplies/Services/Works from any other supplier/contractor at its sole discretion.
   3. The Supplier/Contractor shall be deemed to satisfied itself as to its liability (if any) which may accrue under TUPE, and to have included within the Price the cost of such liability (if any).
   4. The Supplier/Contractor undertakes to the Company that it shall comply with its obligations under TUPE in relation to the staff of the Previous Supplier/Contractor, and shall use all reasonable endeavours to procure a smooth transfer of such staff where appropriate.
   5. The Supplier/Contractor shall be responsible for employing and paying the salaries and wages of and any other expenses (including, without limitation, all employment related taxes) of the Staff, and shall also be responsible for terminating the employment of the Staff.
   6. The Supplier/Contractor shall indemnify the Company in relation to all costs, claims, expenses, demands, actions, proceedings and orders whatsoever (including but not limited to legal and professional fees and expenses) arising out of a breach of the employment conditions of, or termination of employment of, any member of Staff or any other act or omission in relation to the Staff which occurred on or prior to the Subsequent Transfer Date.
   7. The Parties agree that at the date of termination or expiry of the Contract or part thereof TUPE may apply and that to the extent that TUPE applies there shall be a "relevant transfer", (as defined in TUPE) of the relevant employees or part of them to the Company or the new Supplier/Contractor selected to provide supplies/services/works to the Company similar to the Supplies/Services/Works.
   8. During the 12 (twelve) months immediately preceding the end of the Term or from notice of earlier termination of the Contract for whatever reason the Supplier/Contractor shall:
      1. provide Retendering Information at no cost to the Company within a maximum of 10 (ten) Business Days of a request;
      2. notify the Company in writing of any material changes to the Retendering Information promptly as and when such changes arise;
      3. ensure that neither the Contractor nor any Subcontractors without the Company’s prior written consent:
         1. make any material increase or decrease in the numbers of persons engaged or employed by them in providing the Supplies/Services/Works;
         2. increase the remuneration or otherwise change the terms of employment or engagement of the persons engaged or employed by them in providing the Supplies/Services/Works; or
         3. transfer any of the persons engaged or employed by them in providing the Supplies/Services/Works to another part of their business or move other employees from elsewhere in their business who have not previously been employed or engaged in providing the Supplies/Services/Works.
   9. The Supplier/Contractor agrees to indemnify the Company and, at the Company’s request, any new contractor selected to provide supplies/services/works to the Company similar to the Supplies/Services/Works, against all liability from:
      1. the Supplier/Contractor or a Subcontractor failing to provide the Company with any Retendering Information promptly; or
      2. any material inaccuracy in or omission from the Retendering Information.
3. **Warranty, Specification and Supplier’s/Contractor’s Obligations**
   1. The Supplier/Contractor warrants to the Company that the Supplies:
      1. shall be in accordance with the Specification, including for the avoidance of doubt, any sample provided by the Supplier/Contractor;
      2. shall be fit for the purpose they are required, whether expressly stated or reasonably implied;
      3. shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979;
      4. shall be free from defects in design, materials and workmanship;

shall comply in all respects with all statutory and EU regulations relating to the Supplies and the packaging and labelling of the Supplies.

* 1. The Supplier/Contractor warrants to the Company that the Services/Works:
     1. shall be provided with the high degree of professional skill, sound practices and good judgement normally exercised by recognised professional firms or by highly skilled and experienced suppliers/contractors providing services/works of a similar nature to the Services;
     2. shall be provided in accordance with the Specification;
     3. shall be provided in accordance with all applicable laws.
  2. The Supplier/Contractor shall comply with the rules, regulations and reasonable directions of the Company whilst at the Site.
  3. The Supplier/Contractor shall act diligently and in good faith in its dealings with the Company and use its best endeavours to promote the interests of the Company and maintain the Company’s goodwill.
  4. The Supplier/Contractor shall maintain at its own expense all licences, permissions and consents necessary to perform its obligations under the Contract.
  5. The provisions of this Condition 5 shall survive the termination of the Contract, however arising.

1. **Inspection and Rejection**
   1. The Company shall have the right to inspect the Supplies/Services/Works and perform tests as it considers reasonable to ascertain the conformance of the Supplies/Services/Works with the Specification.
   2. The Company shall be entitled to reject any Supplies/Services/Works provided which are not in accordance with the Specification, and shall not be deemed to have accepted any Supplies/Services/Works until the Company has had reasonable time to inspect them following provision or, if later, within a reasonable time after any latent defect in the Supplies/Services/Works has become apparent.
   3. If the Company rejects the Supplies/Services/Works in accordance with Condition 6.2 then the Contractor shall, at the Company’s sole option and at the Supplier’s/Contractor’s sole cost, and as soon as reasonably practicable, but in any event within twenty (20) Business Days of the Company’s notice in writing:
      1. re-provide the rejected Supplies/Services/Works; or
      2. pay to or credit the Company with a refund of the Price paid in respect of the rejected Supplies/Services/Works; or
      3. provide a combination of the remedies set out in Conditions 6.3.1 to 6.3.2.
   4. The making of payment by the Company to the Supplier/Contractor shall not prejudice the Company’s right of rejection under Condition 6.2.
   5. The Company may at any time at its absolute discretion refuse to accept or continue to accept the presence on its premises of any particular person engaged or employed by the Supplier/Contractor or by a Subcontractor in the provision of the Supplies/Services/Works.
2. **Contract Administrator**
   1. The Company shall nominate the Contract Administrator and may at its sole discretion change any nomination from time to time by notifying the Supplier/Contractor.
3. **Price**
   1. The Price payable for the provision of the Supplies/Services/Works shall be as stated in Pricing Document, and/or the Purchase Order or Request for Supplies/Services/Works.
   2. The Price shall include for all the Supplier’s/Contractor’s obligations under the Contract, whether expressly stated or reasonably implied.
   3. No increase in the Price will be made without the prior consent of the Company in writing.
4. **Payment**
   1. The Supplier’s/Contractor’s official invoice should be sent promptly to the Company after the provision of the Supplies/Services/Works to the address indicated in the Purchase Order or Request for Supplies/Services/Works, unless otherwise instructed and must show:
      1. the Company’s Purchase Order number (if applicable);
      2. the Supplier’s/Contractor’s invoice number;
      3. a full description of the Supplies/Services/Works provided;
      4. the full details of the Price;
      5. current VAT requirements;
      6. the Request for Supplies/Services/Works originator (if applicable).

Failure to include such information with the invoice will entitle the Company to delay payment until such information is provided.

* 1. The Company shall make payment (subject to deduction of any Disputed Amounts (as defined in Condition 9.6) against each invoice within thirty (30) days after the receipt by the Company of the invoice and all information required under Condition 9.1 (the "**Due Date for Payment**"). If the Supplier/Contractor fails to provide any of the information or documents that it should have provided in complying with its obligations under Condition 9.1 then the Company may reject the invoice and Condition 9.7 shall not apply.
  2. The Company shall be entitled to make deductions from payments due to the Supplier/Contractor under this Contract in accordance with the payment deduction mechanism set out in the Specification under the heading “Payment Deductions Linked to Contract Performance”. **If payment deductions are not applicable, delete the wording above and amend the Section heading 9.3 to “Not Applicable”.**
  3. Payment by the Company shall be without prejudice to any claims or rights which the Company may have against the Supplier/Contractor and shall not constitute any admission by the Company as to performance by the Supplier/Contractor of its obligations under the Contract.
  4. The Company shall have the right to amend the procedure for submission of invoices by the Supplier/Contractor if it deems necessary. This may involve, but shall not be limited to, varying the batching, frequency/timescale, computerised invoicing, documentation requirements, etc. The Contract Administrator shall give the Supplier/Contractor written notification of any such amendment and the Supplier/Contractor shall comply within fourteen (14) days of receipt of the notification.
  5. If the Company disputes in good faith its obligations to pay part or all of an invoice submitted by the Supplier/Contractor under this Contract (the **“Disputed Amount”**), then the following provisions shall apply:
     1. The Company shall pay the undisputed amount to the Supplier/Contractor in accordance with the provisions of this Condition 9;
     2. The Company shall notify the Supplier/Contractor before the payment becomes due of the Disputed Amount and the reasons why it considers it is not obliged to pay the Disputed Amount;
     3. The Company’s failure to pay the Disputed Amount, pending resolution of the dispute, will not be a breach of this Contract;
     4. Where the Company has notified the Supplier/Contractor under Condition 9.6.2 that there is a Disputed Amount, the Supplier/Contractor must notify the Company within five (5) Business Days following receipt of that notification if it does not agree with the Company’s position (as notified to it under Condition 9.6.2) and the reasons why it does not agree; failing which the Supplier/Contractor will be deemed to agree that the Disputed Amount is not payable;
     5. The Parties shall refer to the dispute resolution procedure under Condition 14 the issue of whether or how much of the Disputed Amount is payable to the Supplier/Contractor;
     6. Upon the payment of the Disputed Amount which is payable by the Company (if any) being determined through the dispute resolution procedure under Condition 14, the Company must pay that amount to the Supplier/Contractor, within fifteen (15) Business Days of receipt of a corrected invoice from the Supplier/Contractor for the Disputed Amount (or relevant part of it) as so determined; and
     7. Where the Supplier/Contractor agrees, or it is determined, that an invoice contains an error, and a subsequent invoice contains an equivalent error, the Company will be under no obligation to pay any part of the subsequent invoice until the error has been rectified and a correct invoice has been submitted and, for the avoidance of doubt, the time allowed for payment of the correct invoice under this Condition will run from the date on which it is re-presented correctly.
  6. If the Company fails to make any payment which (in accordance with Condition 9.2) is due in full on the due date the Supplier/Contractor may charge the Company interest (both before and after judgement) on the amount unpaid from time to time at the rate of 2% above the Bank of England base rate from time to time.
  7. The Price (as set out in the Pricing Document) will be subject to a review on the Review Date and thereafter on each anniversary of the Review Date. Any adjustment in the Price shall be by agreement between the Company and the Supplier/Contractor and shall not exceed the percentage adjustment of the CPI over the previous 12 months.
  8. Value Added Tax, where applicable, shall be shown separately on all invoices at the prevailing rate.
  9. The Company shall be entitled to off-set against any invoice, any monies due to the Supplier/Contractor under the Purchase Order or Request for Supplies/Services/Works or under any other contractual arrangement.

1. **Indemnity**
   1. The Supplier/Contractor will indemnify the Company in full against the following:
      1. all loss, liability, revenue, goodwill, damages, costs, expenses (including legal expenses), anticipated savings or injury whatsoever and whenever arising caused to the Company, or for which the Company may be liable to third parties due to defective workmanship or unsound quality of the Supplies/Services/Works provided.
      2. all claims in respect of death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors (as applicable), while in or about the Company’s premises.
      3. any indirect or consequential loss or damage sustained by the Company for which the Company may be liable, as a result of the failure of the Supplier/Contractor to provide the Supplies/Services/Works as stated in the Specification.
   2. The provisions of this Condition 10 shall survive the termination of the Contract, however arising.
2. **Insurance**
   1. The Supplier/Contractor shall take out and maintain in full force and effect with a reputable insurance company the minimum insurance requirements as specified in the Contract Particulars.
3. **Compliance with Applicable Laws**
   1. In providing the Supplies/Services/Works the Supplier/Contractor shall at all times comply with all applicable laws including, but not limited to:
      1. the Health & Safety at Work Act 1974;
      2. the Environmental Protection Act 1990;
      3. the Data Protection Act 2018
      4. the Freedom of Information Act 2000;
      5. the Equality Act 2010;
      6. the Bribery Act 2010;
      7. the Modern Slavery Act 2015;
      8. the General Data Protection Regulations 2016/679.

and any subsequent re-enactments, amendments and future legislation (where applicable).

1. **Term and Termination**
   1. Subject to earlier termination in accordance with its terms, the Contract shall commence on the Commencement Date and shall continue for the duration of the Term.
   2. No later than one (1) month prior to the Initial Expiry Date the Company may, in its absolute discretion, give written notice to the Supplier/Contractor that it wishes the Contract to continue until the Extended Expiry Date.
   3. If the Company gives notice in accordance with Condition 13.2 the Contract shall continue until the Extended Expiry Date, subject to the provisions for earlier termination contained in the Contract.
   4. The Company shall be entitled to terminate the Contract without liability to the Supplier/Contractor by giving notice to the Supplier/Contractor at any time if:
      1. the Supplier/Contractor makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual, or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
      2. the Supplier/Contractor ceases, or threatens to cease to carry on business;
      3. the Supplier/Contractor becomes unable to comply with its obligations under the Contract;
      4. the Supplier/Contractor commits an offence under the Bribery Act 2010;
      5. the Supplier/Contractor fails to comply with any or all applicable laws;
      6. the Supplier/Contractor commits any criminal offence whilst providing the Supplies/Services/Works;
      7. the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015;
      8. the Supplier/Contractor has, at the time of Contract award, been in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015, and should therefore have been excluded from the procurement procedure;
      9. the Contract is subject to a declaration of ineffectiveness by the Court.
   5. The Company shall be entitled to terminate the all or part of the Contract without liability to the Supplier/Contractor by giving notice to the Supplier/Contractor at any time if the Supplier/Contractor is in material breach of the Contract and fails to remedy such breach within ten (10) Business Days of notification of the breach, or such breach is incapable of remedy.
   6. If the Company elects to terminate part of the Contract, the parts of this Contract not terminated or suspended shall continue to operate effectively to deliver the intended purpose of the surviving parts of the Contract.
   7. Where the Company terminates the Contract in accordance with Condition 13.4 and/or Condition 13.5, the Company shall be entitled to recover from the Supplier/Contractor all additional cost, loss or expense reasonably incurred by the Company in procuring the Supplies/Services/Works (or any part of them) from an alternative supplier/contractor, provided that Company shall take all reasonable steps to mitigate such additional expenditure. No further payments shall be payable by the Company to the Supplier/Contractor until the Company has established the final cost of making those other arrangements.
   8. The Company shall have the right to terminate the Contract at any time by providing the Supplier/Contractor with three (3) months’ written notice of the Company’s intention to terminate.
   9. Upon the termination of the Contract the Supplier/Contractor shall (if required by the Company) promptly return to the Company all Confidential Information, data, materials and other property of the Company. Any Company all Confidential Information, data, materials and other property of the Company not returned shall be confidentially destroyed at the Supplier’s/Contractor’s cost.
   10. Termination of the Contract shall not prejudice any rights, powers or remedies of either Party which had arisen on or before the date of termination of the Contract.
2. **Dispute Resolution**
   1. If any dispute arises out of or in respect of the Contract, a representative of each Party shall, within thirty (30) days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.
   2. Failing resolution of such dispute by such dispute within a period of ten (10) Business Days of the reference to them, the dispute shall immediately be referred in writing by either Party to the respective directors of each of the Parties who shall seek to reach agreement upon such dispute within one (1) calendar month of the reference to them. The dispute may, by agreement between the Parties, be referred to mediation. A neutral person (a mediator) shall be chosen by agreement between the Parties or within fourteen (14) days of notice apply to the Centre for Dispute Resolution (“CEDR”) to appoint a mediator.
3. **Notices**
   1. Any notice to be served on a Party by the other Party shall be in writing and shall be addressed to the other Party.
4. **Variations**
   1. The Company reserves the right to from time to time in writing to the Supplier/Contractor, to alter, amend, omit, add to or otherwise vary the provision of Supplies/Services/Works. Any alteration to the Price or the completion date arising from such variation shall be agreed in writing by both Parties.
5. **Assignment and Sub Contracting**
   1. The Supplier/Contractor shall not assign or sub contract the Contract or any part of it without the prior consent of the Company in writing.
   2. Subject to the provisions of Condition 17.1, the Supplier/Contractor shall ensure that each of its sub-contractors is bound to observe to it the same or materially similar contractual obligations to those which bind it in this Contract;
   3. The Company may on giving reasonable notice in writing to the Supplier/Contractor, transfer or assign all or any rights and/or obligations under the Contract.
6. **Waiver**
   1. No waiver shall be effective unless it is communicated to the other Party in writing and the failure of either Party to exercise any right or remedy shall not constitute a waiver.
7. **Force Majeure**
   1. Neither Party to the Contract shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract due to Force Majeure.
8. **Data Protection**
   1. In this Condition 20, the terms Personal Data, Data Subject, Data Controller, Data Processor and Sensitive Personal Data have the meanings given in the Data Protection Act 2018 and the General Data Protection Regulations 2016/679 and shall be construed accordingly.
   2. With respect to the parties' rights and obligations under this Agreement, the parties agree that the Company is the Data Controller and that the Supplier/Contractor is the Data Processor.  Both parties shall complete and implement a Privacy Impact Assessment and the Supplier/Contractor agrees to sign a Data Processing Agreement which shall be provided to it by the Company. Furthermore, the Supplier/Contractor acknowledges that there have been changes in data protection legislation brought about by the General Data Protection Regulations 2016/679 (‘GDPR’) and that changes to this condition, or any subsequent Data Processing Agreement may be required as a result. The Supplier/Contractor agrees to implement any such changes to ensure compliance with GDPR.
   3. The Supplier/Contractor shall:
      1. process the Personal Data only in accordance with instructions from the Company (which may be specific instructions or instructions of a general nature);
      2. process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services and as may be set out in any future Data Processing Agreement or as is required by law or any Regulatory Body;
      3. implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate as against the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
      4. take reasonable steps to ensure the reliability of any of its employees, agents, consultants and suppliers who have access to the Personal Data and ensure such employees, agents, consultants and suppliers have undertaken relevant data protection training and kept up to date on any relevant changes thereto;
      5. obtain prior written consent from the Company in order to transfer the Personal Data to any subcontractors for the provision of the Services such consent the Company may make conditional or may in its absolute discretion withhold;
      6. ensure that all its employees, agents, consultants and suppliers required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Condition;
      7. take all reasonable precautions to ensure that that none of its employees, agents, consultants and suppliers publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Company;
      8. notify the Company as soon as possible and no later than 24 hours after having become aware of any breach in relation to the use or otherwise of Personal Data for which the Company is the Data Controller;
      9. notify the Company within one hour of any actual or suspected incident of unauthorised or accidental disclosure of or access to such personal data or other breach of any of these provisions within clause 20 made by the Supplier/Contractor or any of its employees or any other third party
      10. notify the Company as soon as possible and no later than 48 hours if it receives:
          * 1. any request from a Data Subject including to have access to that person's Personal Data; or
            2. a complaint or request relating to the Company’s obligations under the Data Protection Act 2018 and GDPR.
      11. provide the Company with full cooperation and assistance in relation to any complaint or request made, including by:
          * 1. providing the Company with full details of the complaint or request;
            2. complying with a Data Subject request within the relevant timescales set out in the Data Protection Act 2018 and GDPR and in accordance with the Company’s instructions;
            3. providing the Company with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Company).
      12. provide within a reasonable timescale a written description of the technical and organisational methods employed for processing Personal Data.
      13. not process Personal Data outside the European Economic Area without the prior written consent of the Company and, where the Company consents to a transfer, comply with:
          * 1. the obligations of a Data Controller under the Data Protection Act 2018 and GDPR by providing an adequate level of protection to any Personal Data that is transferred; and
            2. any reasonable instructions notified to it by the Company.
      14. perform secure back-ups of all Personal Data and shall ensure that up-to-date back-ups are stored off-site in accordance with a robust Business Continuity & Disaster Recovery Plan. The Supplier/Contractor shall ensure that such backups are available to the Company (or to such other person as the Company may direct) at all times upon request.
      15. take responsibility for preserving the integrity of Personal Data and preventing the corruption or loss of Personal Data.
   4. The Company shall on giving reasonable notice, be entitled to audit the procedures of the Supplier/Contractor (which shall include the right to enter the Supplier’s/Contractor’s premises and/or view the Supplier’s/Contractor’s systems) for the purposes of ensuring compliance with this Condition 20 and to take all reasonable steps to satisfy itself that the Supplier/Contractor is fully complying with all requirements.
   5. The Supplier/Contractor shall comply at all times with the Data Protection Act 2018 and GDPR and shall not perform its obligations under this Contract in such a way as to cause the Company to breach any of its applicable obligations under the Data Protection Act 2018 and/or GDPR.
9. **Information Security**
   1. The Supplier/Contractor shall, where relevant to the Contract, comply with the Company’s Information Security Policy.
   2. The Company shall notify the Supplier/Contractor of any changes or proposed changes to the Information Security Policy.
   3. The Supplier/Contractor shall at all times comply with the minimum standards of information security as set out in the Specification.
   4. Protection of Company Data
      1. The Supplier/Contractor shall not delete or remove any proprietary notices contained within or relating to the Company Data;
      2. The Supplier/Contractor shall not store, copy, disclose, or use the Company Data except as necessary for the performance by the Supplier/Contractor of its obligations under the Contract or as otherwise approved by the Company;
      3. To the extent that the Company Data is held and/or processed by the Supplier/Contractor, the Supplier/Contractor shall supply that Company Data to the Company as requested by the Company and in the format (if any) specified in the Contract and in any event as specified by the Company from time to time in writing;
      4. The Supplier/Contractor shall take responsibility for preserving the integrity of Company Data and preventing the corruption or loss of Company Data;
      5. The Supplier/Contractor shall perform secure back-ups of all Company Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Supplier’s/Contractor’s Business Continuity & Disaster Recovery Plan. The Supplier/Contractor shall ensure that such back-ups are available to the Company (or to such other person as the Company may direct) at all times upon request;
      6. The Supplier/Contractor shall ensure that any system on which the Supplier/Contractor holds any Company Data, including back-up data, is a secure system that complies with the Security Policy and the;
      7. If at any time the Supplier/Contractor suspects or has reason to believe that the Company Data is corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Company immediately and inform the Company of the remedial action the Supplier/Contractor proposes to take;
      8. If the Company Data is corrupted, lost or sufficiently degraded so as to be unusable, the Company may:
         1. require the Supplier/Contractor (at the Supplier’s/Contractor’s expense) to restore or procure the restoration of Company Data as soon as practicable but not later than five (5) Business Days from the date of receipt of the Company’s notice; and/or
         2. itself restore or procure the restoration of Company Data, and shall be repaid by the Supplier /Contractor any reasonable expenses incurred in doing so.
      9. The Supplier/Contractor shall not transfer or cause or permit any Company Data to be transferred in or to any country outside the European Economic Area or any country which is not determined to be adequate by the European Commission pursuant to Article 25(6) of Directive 95/46/EC (together **Restricted Countries**) without approval by the Company.
   5. Malicious Software
      1. The Supplier/Contractor shall, as an enduring obligation throughout the Contract take all reasonable measures to provide robust ICT security, including using the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software as well as other appropriate security tools and ICT security management such as industry standard firewalls, firewall traffic rules and access restrictions, where appropriate.
      2. Notwithstanding Condition 21.5.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Company Data, assist each other to mitigate any losses and to restore the provision of the Supplies/Services/Works to its desired operating efficiency.
      3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of Condition 21.5.2 shall be borne by the Parties as follows:
         1. by the Supplier/Contractor, where the Malicious Software originates from the Supplier/Contractor or the Company Data (whilst the Company Data was under the control of the Supplier/Contractor) unless the Supplier/Contractor can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Company when provided to the Supplier/Contractor; and
         2. by the Company if the Malicious Software originates from the Company Software or the Company Data (whilst the Company Data was under the control of the Company);
   6. The Company shall on giving reasonable notice, be entitled to audit the procedures of the Supplier/Contractor (which shall include the right to enter the Supplier’s/Contractor’s premises and/or view the Supplier’s/Contractor’s systems) for the purposes of ensuring compliance with this Condition 21 and to take all reasonable steps to satisfy itself that the Supplier/Contractor is fully complying with all requirements.
10. **Confidentiality**
    1. The Receiving Party shall at all times keep secret and confidential the Confidential Information and shall not disclose the same to any third Party without the prior written consent of the Disclosing Party.
    2. The Receiving Party shall use at least the same degree of care to avoid unauthorised dissemination or publication of Confidential Information disclosed to it by the Disclosing Party under the Contract as it employs with respect to its own information which it does not desire to have disseminated or published.
    3. The Receiving Party shall only use the Confidential Information internally for the Permitted Purpose and shall disclose it only to its employees who have a need to know the same for the Permitted Purpose. Any employee to whom Confidential Information is disclosed shall be informed of these Confidentiality provisions contained in this Condition 22 and the confidential nature of the Confidential Information.
    4. The Receiving Party shall not make copies of or reproduce in any media the Confidential Information save that a number of copies or reproductions may be made for the Permitted Purpose and all such copies and reproductions shall be regarded as Confidential Information.
    5. The provisions of Conditions 22.1 to 22.4 above shall not apply with respect to any information received by the Receiving Party from the Disclosing Party which:
       1. the Receiving Party can demonstrate by evidence in writing was already in the Receiving Party’s possession prior to the date hereof and was not obtained (whether directly or indirectly) from the Disclosing Party; or
       2. is subsequently developed independently by the Receiving Party without any reference to or use of the Confidential Information; or
       3. is in the public domain or subsequently enters into the public domain otherwise than by breach of the Contract by the Receiving Party or any other obligation of confidentiality owed by the Receiving Party to the Disclosing Party; or
       4. is subsequently disclosed to the Receiving Party by a third Party lawfully in possession of the same who is not under a duty of confidentiality to the Disclosing Party; or
       5. is approved in writing by the Disclosing Party for use or disclosure.
    6. The provision of Confidential Information by the Disclosing Party does not create any obligation to the Receiving Party as to the accuracy of such Confidential Information.
    7. The Supplier/Contractor shall not even after the expiry or terminations of the Contract disclose such Confidential Information except with the written consent of the Company.
    8. The provisions of this Condition 22 shall survive the termination of the Contract, however arising.
11. **Conflict of Interest**
    1. In carrying out its obligations under the Contract the Supplier/Contractor shall ensure that no conflict of interest arises which will or will be likely to prejudice its independence and objectivity or otherwise detrimentally affect the Supplier’s/Contractor’s ability to perform or cause embarrassment or reputational harm to the Company.
    2. Upon becoming aware of any such conflict of interest the Supplier/Contractor shall immediately notify the Company in writing, giving particulars and shall provide any further information as may reasonably be required.
    3. Where there is reasonable opinion that such conflict presents harm the Company may require the Supplier/Contractor to take reasonable steps to avoid or remove conflict. The Company may terminate the Contract by notice in writing if there is a failure to comply.
12. **Intellectual Property**
    1. All Background Intellectual Property is and shall remain the exclusive property of the Party owning it.
    2. The Company and the Supplier/Contractor shall be responsible for identifying and agreeing in writing on behalf of the Parties any Background Intellectual Property used, or to be used, in the course of the Contract and the owner of the same, prior to or as soon as reasonably practicable following its disclosure in the course of the Contract.
    3. Each Party acknowledges that one Party’s Background Intellectual Property may be required to be accessed by the other Party in order to undertake the Contract.
    4. Each Party hereby grants to the other an irrevocable, non-exclusive, perpetual and royalty-free licence to use its Background Intellectual Property during the term of the Contract for the purpose of carrying out the Contract.
    5. All Foreground Intellectual Property that arises or is obtained or developed in the course of or in connection with the Contract shall vest in the Company.
    6. The provisions of this Condition 24 shall survive the termination of the Contract, however arising.
13. **Equality and Diversity**
    1. The Supplier/Contractor shall adopt a policy to comply with the Company’s statutory obligations under the relevant equality legislation.
    2. The Supplier/Contractor shall not discriminate directly or indirectly against any person on the grounds of any of the protected characteristics as set out in the Equality Act 2010.
    3. The Supplier/Contractor shall positively assert equality and harmony and promptly prepare and give to the Company all information about the Supplier’s/Contractor’s employees to enable the Company to comply with its obligations under relevant equality legislation to the extent they apply to the Contract.
    4. The Supplier/Contractor shall observe all the relevant guidance and codes of practice issued by the Equality and Human Rights Commission and its legacy commissions, as the case may be.
    5. The Supplier/Contractor shall observe all their duties as described under the Equality Act 2010, and all subsequent re-enactments and amendments.
    6. The Supplier/Contractor shall provide to the Company, on request at the commencement of the Contract, a copy of all its equality schemes and documents. The Supplier/Contractor shall also provide to the Company its equality scheme monitoring results on an annual basis.
    7. The Supplier/Contractor will provide evidence of, prior to the commencement of the Contract and thereafter on an annual basis throughout the Contract, details of training proposed and undertaken for all Supplier/Contractor employees in respect of equality and diversity.
    8. The Supplier/Contractor shall impose on any sub-contractor appointed in accordance with Condition 17 obligations substantially similar to those imposed on the Supplier/Contractor by this Condition 25.
14. **Legal Relationship**
    1. Nothing in the Contract shall be construed so as to create a partnership or joint venture between the Parties.
    2. Neither of the Parties shall describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other Party’s behalf.
15. **Rights of Third Parties**
    1. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to the Contract.
16. **Governing Law**
    1. The Contract shall be governed by and construed in accordance with the laws of England and the courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract.

### Appendix 1 – Specification

### [Append Specification here when Contract is entered into]

### Appendix 2 – Pricing Document

**[Append Pricing Document here when Contract is entered into]**