Definition of	Z No.	No.	Clause
Additional Clause			
Identified and Defined Terms for Additional Clauses	Z1		In these additional conditions of contract, the following terms are defined terms and shall have the meanings ascribed hereto:
		(1)	"Code" shall mean the Code of Practice for Employment published by the Equality and Human Rights Commission (as published from time to time) or any code that may replace it
		(2)	"Confidential Information" shall mean any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, works, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the
		(3)	meaning of the DPA "Contracting Authority" shall mean any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015 other than West Swindon Parish Council
		(4)	"Data Protection Officer" shall mean the officer of West Swindon Parish Council holding the post of "Data Protection Officer"
		(5)	"DPA" shall mean the Data Protection Act 1998 as amended and will include any changes necessitated by the General Data Protection Regulation 2018.
		(6)	"EIR" shall mean the Environmental Information Regulations 2004
		(7)	"FOIA" shall mean the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation
		(8)	"Information" shall have the meaning given under section 84 of the FOIA
		(9)	"Local Commissioner" shall mean the Local Commissioner as appointed by the Commissioner for Local Administration in England or any successor body
		(10)	"Requests for Information" shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the EIR
		(11)	"Subject Access Request" shall mean a request made under section 7 DPA

		(12) (13) (14)	"Staff" shall mean all persons employed by the <i>Contractor</i> to perform the Contract together with the Contractor's servants, agents and subcontractors used in the performance of the Contract "Works" shall mean the <i>works</i> "Working Day" means a day (other than a Saturday or Sunday) on which banks are open for domestic business in the City of London
Prevention of Corruption	Ζ2		 The <i>Employer</i> may terminate this Contract and recover all its loss if the <i>Contractor</i>, its employees or anyone acting on the <i>Contractor's</i> behalf do any of the following things: (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other <i>Employer</i> contract (even if the <i>Contractor</i> does not know what has been done); or (b) commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or (c) commit any fraud in connection with this or any other <i>Employer</i> contract whether alone or in conjunction with Members of the <i>Employer</i>, Contractors or employees. Any clause limiting the <i>Contractor's</i> liability shall not apply to this clause.
Local Commissioner	Z 3	Z3.1	 Where the Local Commissioner conducts an investigation into a complaint out of or in connection with Providing the Works or any part of them, the Contractor shall: (a) provide any information requested by the Local Commissioner or by the <i>Employer</i> within the timescale allotted; (b) attend any meetings with the Local Commissioner and/or the <i>Employer</i> as required for the purposes of the investigation; (c) promptly allow access to and investigation of any relevant documents and data and if requested provide copies; (d) permit the Local Commissioner and/or the <i>Employer</i> to interview any members of its Staff in connection with the investigation; (e) permit the Local Commissioner and/or the <i>Employer</i> to interview any members of its Staff in connection with the investigation; (f) co-operate fully and promptly in every way required by the Local Commissioner during the course of the investigation; and

			(g) at the request of the <i>Employer</i> , issue a suitable apology to the complainant.
		Z3.2	The Employer and the Contractor agree that the Employer shall take action in response:
		Z3.3	 (a) to reports of the Local Commissioner in respect of the works which conclude that injustice has been caused to a person aggrieved in consequence of maladministration, such action to be commensurate with the findings of such reports; or (b) if, following a report referred to in Clause Z3.2(a), recommendations are made by the Local Commissioner, to comply with such recommendations. The Contractor shall be liable for and shall fully and promptly indemnify the <i>Employer</i> against all costs, expenses and losses properly incurred or suffered arising, be it directly or indirectly, out of or in
			connection with the compliance with, or the implementation of any actions in response to, a report of, or recommendations by, the Local Commissioner pursuant to Clause Z3.2 to the extent that the said costs, expenses and losses are due to the Contractor's failure (through act or omission) to exercise the level of skill, care and diligence which would be reasonably expected from an efficient and effective contractor of the works.
Data Protection	Z4	Z4.1	The <i>Contractor</i> shall (and shall procure that any of its Staff involved in Providing the Works) comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
		Z4.2	Notwithstanding the general obligation in clause Z4.1, where the <i>Contractor</i> is processing personal data (as defined by the DPA) as a data processor for the <i>Employer</i> (as defined by the DPA) the <i>Contractor</i> shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and (a) provide the <i>Employer</i> with such information as the <i>Employer</i> may reasonably require to satisfy itself that the <i>Contractor</i> is complying with its obligations under the DPA;

(b) promptly notify the *Employer* of any breach of the security measures required to be put in place pursuant to clause Z4.2; and

(c) ensure it does not knowingly or negligently do or omit to do anything which places the *Employer* in breach of the *Employer*'s obligations under the DPA.

- Z4.3 The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.
- Z4.4 The *Contractor* acknowledges that the *Employer*, as the data controller under the DPA, may receive a Subject Access Request and as such shall assist and co-operate (at the *Contractor's* expense) with the Data Protection Officer to enable the *Employer* to comply with the Subject Access Request.
- Z4.5 The *Contractor* shall and shall procure that its subcontractors shall:

transfer any Subject Access Request received (a) directly from an applicant to the Data Protection Officer as soon as practicable after receipt and in any event within 1 Working Day of receiving the request; provide the Data Protection Officer with a copy (b) of all information required in respect of the Subject Access Request in its possession or power in the form that the *Employer* requires within 27 Calendar Days (or such other period as the *Employer* may specify) of the *Employer* requesting that information; and provide all necessary assistance as reasonably (c) requested by the Data Protection Officer to enable the *Employer* to respond to a Subject Access Request

within the timescale stipulated under the DPA.
 Z4.6 Where a third party request for personal information from governmental and public bodies including but not limited to the Police or HM Revenue and Customs, is received, the *Contractor* shall:

(a) transfer the request to the Data Protection Officer who will register the request and undertake the necessary checks to ensure the authenticity of the requester;

(b) transfer the information requested to the Data Protection Officer within 3 Working Days of receiving the registered request from the Data Protection Officer.

Z4.7 Notwithstanding the general obligation relating to notification in clause Z 4.1, where the *Contractor* is processing data (as defined by the DPA) as a data processor on behalf of the *Employer* and the *Contractor* makes a change which results in a duty to notify (pursuant to the DPA and the Data Protection

		Z4.8 Z4.9	 (Notification and Notification Fees Regulations 2000 (as amended) ("the 2000 Regulations")), the <i>Contractor</i> shall ensure that it: (a) ensures that the <i>Employer</i> has full details of changes as soon as practicable before making any such change (in any event being not less than 30 Calendar Days before making the change); (b) provides the <i>Employer</i> with such information and assistance as WEST SWINDON PARISH COUNCIL may reasonably require to ensure it is able to comply with its obligations under the DPA and the 2000 Regulations; and (c) ensures it does not knowingly or negligently do or omit to do anything that places the <i>Employer</i> in breach of the <i>Employer</i>'s obligations under either the DPA or the 2000 Regulations. Where any database is used by the <i>Contractor</i> in Providing the Works, clause Z 4.7 does not give the <i>Contractor</i> any right to amend or change the database without prior written approval. Without prejudice to the general obligation to provide information and assistance under clause Z 4.7(a) shall include the provision of information in relation to: (a) purpose (main and any sub-purposes as well as whether it is a statutory purpose (if so, under what legislation); (b) data classes; (c) recipients; (d) Sources of data; (e) recipients;
		Z4.10	 (f) processing criteria required under the DPA; and (g) whether there is any transfer of data any country outside the European Economic Area. Where the <i>Employer</i> makes a notification to the
			Information Commissioner pursuant to its obligations under the DPA or the 2000 Regulations, the <i>Contractor</i> shall not implement any change that amends WEST SWINDON PARISH COUNCIL's details registered with the Information Commissioner's Office until such time as the Information Commissioner has updated the <i>Employer</i> 's registration details, as advised by the Data Protection Officer.
Confidentiality	Z5	Z5.1	Each Party:

Z5.2	 (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract. The <i>Contractor</i> shall take all necessary precautions to ensure that all Confidential Information obtained from the <i>Employer</i> under or in connection with the Contract: (a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract and only to the extent necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract is is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract is the Contract; (b) is treated as confidential and not disclosed (without prior written approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract.
Z5.3	The <i>Contractor</i> shall not use any Confidential Information it receives from the <i>Employer</i> otherwise than for the purposes of the Contract.
Z5.4	 The provisions of clauses Z5.1 to Z5.3 shall not apply to any Confidential Information received by one Party from the other: (a) which is or becomes public knowledge (otherwise than by breach of this clause); (b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
	 (c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; (d) is independently developed without access to the Confidential Information; or
	(e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR pursuant to clause Z6.
Z5.5	Nothing in this clause shall prevent the <i>Employer</i> : (a) disclosing any Confidential Information for the purpose of:

	(i) the eveningtion and contification of the
	(i) the examination and certification of the
	Employer's accounts; or
	(ii) any examination pursuant to Sections 44 and
	46 of the Audit Commission Act 1998 of the economy,
	efficiency and effectiveness with which the <i>Employer</i>
	has used its resources; or
	(b) disclosing any Confidential Information
	obtained from the Contractor.
	(i) to any government department or any other
	Contracting Authority. All government departments or
	Contracting Authorities receiving such Confidential
	Information shall be entitled to further disclose the
	Confidential Information to other government
	departments or other Contracting Authorities on the
	basis that the information is confidential and is not to
	be disclosed to a third party which is not part of any
	government department or any Contracting Authority;
	or
	(ii) to any person engaged in providing any works
	or services to the <i>Employer</i> for any purpose relating to
	or ancillary to the Contract;
	provided that in disclosing information under sub-
	paragraph (b) the <i>Employer</i> discloses only the
	information which is necessary for the purpose
	concerned and requires that the information is treated
	in confidence and that a confidentiality undertaking is
7-	given where appropriate.
Z5	
	using any techniques, ideas or know-how gained
	during the performance of the Contract in the course
	of its normal business, to the extent that this does not
	result in a disclosure of Confidential Information or an
75	infringement of intellectual property rights.
Z5	
	information which is exempt from disclosure in
	accordance with the provisions of the FOIA, the text of this Contract is not confidential information. The
	Employer shall be responsible for determining in its
	absolute discretion whether any part of the Contract is
	exempt from disclosure in accordance with the provisions of the Act.
Z5	•
25	<i>Contractor</i> hereby gives its consent for the <i>Employer</i>
	to publish this Contract in its entirety, including from
	time to time agreed changes to the Contract, to the
	general public in whatever form the Employer
	decides.
Publicity Z5	
	as confidential and does not give any information
	regarding the contract to any member of the Press or
	regularing the contract to any monipor of the rigod of

 Z5.10 The Contractor may publicise the works only with th Employer is written agreement. Z6 Z6 Z6 Z6 Z6 Z6.1 The Contractor acknowledges that the Employer is subject to the requirements of the FOIA and the EIR and shall assist and cooperate with the Employer to comply with these Information disclosure requirements. Z6.2 The Contractor shall and shall procure that its subcontractors shall: (a) transfer the Request for Information to the Employer as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information; (b) provide the Employer may specify of the Employer requirements. Z6.3 The Contractor shall and shall procure that its subcontractors shall: (a) transfer the Request for Information to the Employer as soon as practicable after receipt and in any event within two Working Days of receiving a Request for Information; (b) provide the Employer may specify) of the Employer requires within five Working Days (or such other period as the Employer may specify) of the Employer requesting that Information; and (c) provide all necessary assistance as reasonal request for Information within the time for compliant section 10 of the FOIA or regulation 5 of the EIR. Z6.3 The Employer shall be responsible for determining a its absolute discretion whether any Information: (a) is to be disclosed in response to a Request for Information, and in on event shall the Contractor respond directly to a Request for Information unless expressly autorised to do so by the Employer. Z6.4 The Contractor acknowledges that the Employer may continue and the FOIA or the EIR to disclose Information. (a) without consulting with the Contractor, or 			
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(a) without consulting with the <i>Contractor</i> , or			Constitutional Affairs' Code of Practice on the Discharge of Functions of Public Authorities under Part I of the Freedom of Information Act 2000, be obliged under the FOIA or the EIR to disclose
having taken its views into account. Z6.5 The <i>Contractor</i> shall ensure that all Information produced in the course of the contract or relating to the Contract is retained for disclosure and shall perr the <i>Employer</i> to inspect such records as requested		Z6.5	 (a) without consulting with the <i>Contractor</i>, or (b) following consultation with the <i>Contractor</i> and having taken its views into account. The <i>Contractor</i> shall ensure that all Information produced in the course of the contract or relating to the <u>Contract</u> is retained for disclosure and shall permit

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			from time to time.
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		Z6.6	The <i>Contractor</i> acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the <i>Employer</i> may nevertheless be obliged to disclose Confidential Information in accordance with clause Z6.4.
Equal Opportunities	Z7	Z7.1	The Contractor must:
opportunities			(a) operate an equal opportunities policy for as long as this Contract is in force; and
			(b) provide the <i>Employer</i> with a copy of any such policy at the <i>Employer</i> 's request
		Z7.2	The <i>Contractor</i> must use all reasonable endeavours to make sure that its equal opportunities policy complies with all statutory obligations as regards discrimination on the grounds of colour, race, nationality, cultural or ethnic origin, marital status, gender, age, disability, religion or sexual orientation in relation to:
			 (a) decisions made by it in the recruitment, training or promotion of staff employed or to be employed in Providing the Works; (b) Providing the Works; and
			(c) the carrying out of its obligations under this Contract.
		Z7.3	In Providing the Works, the <i>Contractor</i> must observe as far as possible the Code and the Human Rights Act 1998
		Z7.4	The <i>Contractor</i> must provide the <i>Employer</i> with such information as it may reasonably require in order for the <i>Employer</i> to assess the <i>Contractor</i> 's compliance
		Z7.5	 with the Code. If any Court or Tribunal, or the Equality and Human Rights Commission (or any body which may replace the Commission) makes a finding that the <i>Contractor</i> has unlawfully discriminated against any person in Providing the Works then the <i>Contractor</i> must: (a) take all necessary steps to make sure that the unlawful discrimination does not happen again; and
Right of Access and Audit	Z8	Z8.1	(b) notify the <i>Employer</i> in writing of the finding and the steps taken to prevent its re-occurrence. The <i>Contractor</i> shall keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the <i>works</i> provided under it, all expenditure reimbursed by the

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			Employer, and all payments made by the Employer. The Contractor shall on request afford the Employer
			or the Employer's representatives such access to
			those records as may be required by the Employer in
			connection with the Contract.
Employer	Z9	Z9.1	The Employer has a whistle blowing policy to
Policies			encourage its employees and the public to bring into
			the open issues concerning dishonesty involving the
			<i>Employer</i> . The <i>Contractor</i> shall ensure that its Staff
			are made aware of this policy which is available on the
		70.0	Employer's website.
		Z9.2	Where the <i>Employer</i> 's "Customer Services Charter" is
			applicable to the <i>works</i> , the <i>Contractor</i> shall use its best endeavours to ensure that the standards set out
			in the Charter are met.
		Z9.3	Where the Contractor has been appointed as agent
		23.5	for the <i>Employer</i> and under this Contract is required to
			let contracts, the <i>Contractor</i> shall comply with the
			Employer's Standing Orders relating to Contracts
			(contained in Part 4 of the <i>Employer</i> 's Constitution
			available on the <i>Employer</i> 's website).
Assignment	Z10	Z10.1	The Contractor shall not assign, sub-contract or in
and Sub-			any other way dispose of the Contract or any part of it
Contracting			without the prior written approval of the Employer.
		Z10.2	
Health and	711	711 1	•
			Employer shall promptly notify the Contractor of any
			health and safety hazards which may exist or arise at
			the premises of the <i>Employer</i> and which may affect
			the Contractor in the performance of the Contract.
		Z11.2	While on premises of the <i>Employer</i> , the <i>Contractor</i>
		711 0	
		۲11.3	• • • •
			· · ·
			Reporting of Injuries, Diseases and Dangerous
			Occurrences Regulations 2013.
and Sub-	Z10	Z10.2 Z11.1	The <i>Contractor</i> shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without the prior written approval of the <i>Employer</i> . The <i>Contractor</i> submits the names of each proposed subcontractor to the <i>Employer</i> for acceptance. A reason for not accepting the subcontractor is that his appointment will not allow the <i>Contractor</i> to Provide the Works. The <i>Contractor</i> does not appoint a proposed subcontractor until the <i>Employer</i> has accepted him. The <i>Contractor</i> shall promptly notify the <i>Employer</i> of any health and safety hazards, which may arise in connection with the performance of the Contract. The <i>Employer</i> shall promptly notify the <i>Contractor</i> of any health and safety hazards which may exist or arise at the premises of the <i>Employer</i> and which may affect the <i>Contractor</i> in the performance of the Contract. While on premises of the <i>Employer</i> , the <i>Contractor</i> shall comply with any health and safety measures implemented by the <i>Employer</i> in respect of Staff and other persons working on those premises. The <i>Contractor</i> shall notify the <i>Employer</i> immediately in the event of any incident occurring in the performance of the Contract on the premises of the <i>Employer</i> where that incident causes any personal injury, damage to property which could give rise to personal injury or any incident falling into scope of the Reporting of Injuries, Diseases and Dangerous

	Z11. Z11.	 4 The <i>Contractor</i> shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on premises in the performance of the Contract. 5 The <i>Contractor</i> shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the <i>Employer</i> on request.
	Z11.	
Disclosure and Barring	Z12	Applicable where the <i>works</i> are being carried out which could affect persons as set out in Z12.1 (b)
Service		(i) or (ii) below.
	Z12.	1 The <i>Contractor</i> shall procure that in respect of all potential Staff before a member of Staff begins to
		attend the premises of the <i>Employer</i> to perform any of
		the works:
		 (a) each member of Staff is questioned as to whether he or she has any convictions; and (b) where requested to do so by the <i>Employer</i>, the results are obtained of a check of the most extensive available kind made with the Disclosure and Barring Service in accordance with Part V of the Police Act 1997 in respect of each member of Staff. The check for each member of Staff shall include:
		(i) arch of the list held pursuant to the Protection of Children Act 1999 where the performance of the
		Services may involve contact with children; and/or
		(ii) a search of the list held pursuant to Part VII of the Care Standards Act 2000 where the performance of the Services may involve contact with vulnerable adults (as defined in the Care Standards Act).
		(c) the results of such checks are notified to the
		<i>Employer</i> . The <i>Contractor</i> shall procure that no person who discloses any convictions, or who is found to have any convictions following the results of a Disclosure and Barring Service check, is employed or engaged by the <i>Contractor</i> or on the <i>Contractor</i> 's behalf without approval where that conviction is incompatible with the type of work being undertaken by the member of Staff
		in Providing the Works.

Security	Z13	Z13.1 Z13.2	The <i>Contractor</i> shall procure that the <i>Employer</i> is kept advised at all times of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the <i>Contractor</i> . Site admittance The <i>Contractor</i> submits to the <i>Employer</i> details of people who are to be employed by him and his subcontractors in connection with the <i>works</i> . The details include a list of names and addresses, the capacities in which they are employed, and other information required by the <i>Employer</i> . The <i>Employer</i> may instruct the <i>Contractor</i> to take measures to prevent unauthorised persons being admitted on to the <i>site</i> . The instruction is a compensation event if the measures are additional to
		Z13.3	those required by the Works Information. Passes Employees of the <i>Contractor</i> and his subcontractors
		Z13.4	are to carry an <i>Employer</i> 's pass whilst they are on the parts of the <i>site</i> stated in the Contract Data. The <i>Contractor</i> submits to the <i>Employer</i> for
		210.4	acceptance a list of the names of the people for whom passes are required. The <i>Employer</i> issues the passes to the <i>Contractor</i> . Each pass is returned to the <i>Employer</i> when the employee no longer requires access to that part of the <i>site</i> or after the <i>Employer</i> has given notice that the employee is not to be admitted to the <i>site</i> . Photographs
		Z13.5	The <i>Contractor</i> does not take photographs of the <i>site</i> or the <i>works</i> or any part of them unless he has obtained the agreement of the <i>Employer</i> .
		Z13.6	The Contractor takes the measures needed to prevent his and his subcontractors' people taking, publishing or otherwise circulating such photographs. (Use this clause if the Employer requires such a guarantee, otherwise delete)
Parent Company	744		
Guarantee	Z14	Z14.1	It is a condition precedent to the obligation of the <i>Employer</i> to pay any sums under this contract that if the <i>Contractor</i> is a subsidiary within the meaning of the Companies Act 2006 the <i>Contractor</i> has provided to the <i>Employer</i> a parent company guarantee in the form set out in this contract duly executed as a deed by the <i>Contractor's</i> ultimate parent.
Principal Contractor	Z15		(Use this clause if the Contractor will be the Principal Contractor under the CDM Regulations)

		Z15.1	The Construction (Design and Management)
The Contracts (Rights of Third Parties) Act 1999	Z16	Z16.1	Regulations 2015. For the purposes of the Contracts (Rights of Third Parties) Act 1999, nothing in this contract confers or purports to confer on a third party any benefit or any right to enforce a term of this contract.
Prevention of Corruption	Z17	Z17.1 Z17.2	The <i>Employer</i> may terminate this Contract and recover all its loss if the <i>Contractor</i> , its employees or anyone acting on the <i>Contractor</i> 's behalf do any of the following things: (a) offer, give or agree to give to anyone any inducement or reward in respect of this or any other <i>Employer</i> contract (even if the <i>Contractor</i> does not know what has been done); or (b) commit an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or (c) commit any fraud in connection with this or any other <i>Contractor</i> contract whether alone or in conjunction with Members of the <i>Employer</i> , Contractors or employees.
Termination under Public Contracts Regulations 2015	Z18	Z18.1	 The <i>Employer</i> shall be entitled by notice having immediate effect if any of the following grounds apply:- (a) Where the Agreement has been subject to a substantial modification that constitutes a new contract award (b) Where it is discovered after contract award that the Contractor should have been excluded on mandatory exclusion grounds (c) Where the Court of Justice of the European Union has declared a serious infringement by the <i>Employer</i> meaning that the Agreement should not have been awarded by the <i>Employer</i> to the Contractor
Environmental, Social and Labour Requirements	Z19	Z19.1	In performance of their obligations under the Agreement the Contractor shall comply with applicable obligations in the field of environmental, social and labour law, collective agreements and the international environmental social and labour law provisions listed in Annex X of the Public Contracts Directive
Sub Contractor Payments	Z20	Z20.1	The Contractor shall pay all the invoices of its sub- contractors within 30 days of receipt and shall ensure that the same timescale for payment is passed down its supply chain