Agreement

For *Multi-Disciplinary Consultancy* Services

This Agreement is made this 20th day of August 2025

BETWEEN Orbit Group (hereafter "the Client") with registered number 28503R
a Registered Society under the Co-operative and Community Benefit Societies Act 2014 whose registered office is situated at Garden Court, Harry Weston Road, Binley Business Park Coventry CV3 2SU. Orbit Group Limited consists of Orbit Housing Association Limited and Orbit Homes (2020) Limited.

Of Garden Court, Harry Weston Road, Binley Business Park, Coventry CV3 2SU (registered office)

And Faithorn Farrell Timms (hereafter "the Consultant") with registered number [OC300053]

Of Central Court, 1b Knoll Rise, Orpington, Kent, BR6 0JA (registered office)

The Client is proposing to provide Multi-Disciplinary Consultancy in line with the South East Consortium framework (see schedule 1) ("the Services")

At any location designated by the client ("the Site(s)")

NOW IT IS HEREBY AGREED BETWEEN THE PARTIES AS FOLLOWS:

1 Appointment and Duration

1.1 The Client wishes to appoint the Consultant to deliver the Services, and the Consultant has agreed to accept such appointment upon and subject to the terms set out in this Agreement.

1.2 This Agreement commences on 1st August 2025 and runs until 1st September 2026 or until terminated as provided hereinafter.

2 Services

2.1 The Consultant shall provide the Services as more particularly set out in Schedule 1, subject to the issue of a periodic Purchase Order or Purchase Orders by the Client. The validity of such purchase orders may be limited by Value or by Time or both and the Consultant shall liaise with Client to ensure that no works are carried out without a valid purchase order.

2.2 In performing the Services and discharging all its duties and obligations under this Agreement, the Consultant shall exercise all the reasonable skill and care to be expected of an appropriately qualified professional consultant holding himself out as having the competence and experience necessary for the proper performance of the Services.

2.3 The Consultant will comply with standards laid down in the briefing documents and with directions issued from time to time by the Client and shall further comply with the Consultant Code of Practice (Schedule 4).

2.4 The Consultant acknowledges that the Client is a Contracting Authority within the meaning of the Public Contracts Regulations 2015 and the Consultant shall not advise any course of action which may put the Client in breach of those Regulations.

3 Fees

3.1 The Client shall pay the Consultant in accordance with the fee rates and payment tranches or periods as set out in Schedule 2.

3.2 Fees as set out are inclusive of all normal expenses including but not limited to travel, photocopying, printing etc but exclusive of VAT and exclusive of any statutory fees paid on behalf of the Client such as Planning Fees, Building Regulations fees or any other such disbursements expended with the specific prior written authority of the Client.

3.3 Where fees are quoted on a percentage of works cost this shall be taken to mean the contract sum at the signature of the works contract. There shall be no automatic adjustment of fees in respect of variations to the works or project cost during the contract period or at agreement of the final account.

3.4 Notwithstanding clause 3.3 where Client-initiated variations to the contract result in significant changes an additional fee may be negotiated on a quantum meruit basis with due reference to the rates set out in Schedule 2.

3.5 Additional services may be proposed at any time by the Client or the Consultant and incorporated into Schedule 1 by mutual agreement, subject to such changes being evidenced by a formal variation order and having been authorised by a valid Purchase Order.

3.6 Where for any reason the Consultant carries out only part of the Services defined in the Agreement, fees for such services will be negotiated and agreed with the Client. The Client retains the right to obtain from the Consultant and to use any and all drawings and documents prepared in connection with the delivery of the Services.

3.7 Where Fees are levied on a time basis the Time-charge for a Partner or Principal acting as a normal member of staff will be at rates appropriate for the relevant grade of staff. Where the Partner or Principal is exercising special knowledge or expertise not normally expected to be possessed by a member of the Consultant's staff a higher rate may be negotiated providing this can be justified.

3.8 The Consultant, when submitting accounts for payment, will on each account state the basis on which the amount due is calculated. Payment will become due to the Consultant on submission of the account. The final date for payment by the Client will be 30 days from the date of receipt by the Client of the Consultant's account.

3.9 The Client may, not later than five days after receipt of an account, give to the Consultant written notice stating the amount which the Client proposes to pay and the basis on which that amount is calculated. The notice will state the amount to be withheld and the grounds for withholding payment. Payment of amounts not disputed will not be withheld. Where no such notice is given, the amount to be paid will be that stated in the account

3.10 In the event that the Client is in default over payment of amounts properly due in respect of fees and no notice of intention to withhold disputed amounts has been given, the Consultant may suspend performance of any or all of the Services. This right is subject to the Consultant first giving the Client not less than seven days' notice in writing of such intention and stating the grounds for suspension. The right to suspend performance will cease when the Client makes payment of the amount due.

3.11 If the Client fails to pay the amount due to the Consultant by the final date for payment the Consultant may claim simple interest on the amount owed at the official dealing rate of the Bank of England (the base rate) plus five percent (5%). The rate will be that which is current at the end of the final date for

payment. Where the Consultant intends to claim interest written notice must be given to the Client stating details of the amount and interest claimed.

3.12 In the event of any part of the service being subcontracted in accordance with Clause 9, the Consultant shall include in that Sub-Contract provisions having the same effect as clauses 3.8 to 3.11 of this Agreement; and a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 3.11 to 3.12 of this Agreement. In this clause 3.12, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Client in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

4. Break

4.1 The Client may terminate this Agreement at any time by giving three months notice in writing to the Consultant(s). In giving such notice the Client may instruct that all works cease immediately and payment shall then be made by the Client for any unavoidable losses of the Consultant relating to the period from the date of instruction up to the date of termination. If works are not ceased then the Consultant shall complete all works scheduled to be carried out during the Notice period, and the Client shall pay for all such works.

4.2 The Consultant may terminate their appointment at any time by giving three months notice in writing to the Client. In giving such notice the Consultant may be required to complete all such works scheduled to be carried out during the Notice period.

5 Termination on insolvency

5.1 Either party may terminate the Agreement with immediate effect by notice in writing where, in respect of the other party:

(a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

(b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

(c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or

(d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

(e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

(f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or

(g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

(h) any event similar to those listed in 5.1 (a)-(g) occurs under the law of any other jurisdiction.

6 Termination on Default

6.1 The Client may terminate the Agreement by written notice to the Consultant with immediate effect if the Consultant commits a Default and if:

(a) the Consultant has not remedied the Default to the satisfaction of the Client within 20 Working Days, or such other period as may be specified by the Client, after issue of a written notice specifying the Default and requesting it to be remedied; or

(b) the Default is not, in the opinion of the Client, capable of remedy; or

(c) the Default is a material breach of the Agreement.

Where timescales for delivery of the Services have been agreed between the parties and not met by the Consultant such that the Client is as a result in breach of its regulatory duties this shall be considered to be a material breach of the Agreement. For the avoidance of doubt, other breaches may also meet the definition of a material breach of this Agreement.

7 Consequences of Expiry or Termination

7.1 Save as otherwise expressly provided in the Agreement:

(a) termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiration, and nothing in the Agreement shall prejudice the right of either party to recover any amount outstanding at such termination or expiry; and

(b) termination of the Agreement shall not affect the continuing rights, remedies or obligations of the Client or the Consultant in respect of this Agreement's provisions relating to Payment, Prevention of Corruption, Prevention of Fraud, Data Protection, Insurance and Jurisdiction.

8. Appointment of Other Consultants & Specialists

8.1 The Client does not accept liability for fees in respect of any other consultancy or specialist service incurred by the Consultant, except where that occurs with the Client's written authority.

9 Assignment and/or Subcontracting

9.1 The Consultant shall not assign or subcontract this Agreement without the prior written consent of the Client which consent shall not be unreasonably withheld. Having due regard to the nature of any proposed subcontract the Client may as a condition of such subcontract require a collateral warranty to be entered into by the subcontractor.

10 Third Party Rights

10.1 The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

10.2 Where such consent to subcontract is given it shall not relieve the Consultant of its obligations under the Agreement and shall not create any direct contractual relationship between the Client and the subcontractor(s) save where at the discretion of the Client a collateral warranty has been required.

11. Business Ethics and Conflict of Interest

11.1 The Consultant shall establish and maintain appropriate business standards, procedures and controls including those necessary to avoid any real or apparent impropriety and/or to prevent any action or conditions which could result in conflict with the Client's best interests. This obligation shall apply to

the activities of the employees and agents of the Consultant in their relations with the employees of the Client and third parties arising from this Agreement.

11.2 The Consultant's efforts shall include, but not be limited to, taking all reasonable steps to prevent its employees or agents from making, receiving, providing or offering gifts or entertainment of more than nominal value, payments, loans or other considerations to anyone for the purpose of influencing individuals, firms or bodies corporate to act contrary to the Client's best interests.

11.3 In signing this agreement the Consultant warrants that no real or apparent conflicts of interest exist and that it will take all reasonable steps to prevent Fraud and Corruption in accordance with current legislation. The Consultant shall be required reconfirm this position at any time upon request by the Client.

11.4 The Client reserves the right to terminate the Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Client, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Consultant and the duties owed to the Client under the provisions of this Agreement. The actions of the Client pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Client.

12 Protection of Information

12.1 General Data Protection Regulations (GDPR)

12.1.1 The following definitions shall apply:

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;
Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Controller, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **Data Protection Officer** take the meaning given in the GDPR.
Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the UK General Data Protection Regulation

LED: Law Enforcement Directive *(Directive (EU) 2016/680)*

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement

12.1.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Consultant is the Processor. The only processing that the Consultant is authorised to do is listed in Schedule 3 by the Client and may not be determined by the Consultant.

12.1.3 The Consultant shall notify the Client immediately if it considers that any of the Client's instructions infringe the Data Protection Legislation.

12.1.4 The Consultant shall provide all reasonable assistance to the Client in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Client, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

12.1.5 The Consultant shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

a) process that Personal Data only in accordance with Schedule 3 unless the Consultant is required to do otherwise by Law. If it is so required the Consultant shall promptly notify the Client before processing the Personal Data unless prohibited by Law;

b) ensure that it has in place Protective Measures, which have been reviewed and approved by the Client as appropriate to protect against a Data Loss Event having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

c) ensure that:

(i) the Consultant Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 3);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Consultant Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Consultant's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Consultant or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Client or as

otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

d) not transfer Personal Data outside of the EU unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or the Consultant has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Client;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Client in meeting its obligations); and

e) the Consultant complies with any reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data.

12.1.6 Subject to clause 12.1.7, the Consultant shall notify the Client immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

12.1.7 The Consultant's obligation to notify under clause 12.1.6 shall include the provision of further information to the Client in phases, as details become available.

12.1.8 Taking into account the nature of the processing, the Consultant shall provide the Client with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 12.1.6 (and insofar as possible within the timescales reasonably required by the Client) including by promptly providing:

(a) the Client with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Client to enable the Client to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Client, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Client following any Data Loss Event;

(e) assistance as requested by the Client with respect to any request from the Information Commissioner's Office, or any consultation by the Client with the Information Commissioner's Office.

12.1.9 The Consultant shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Consultant employs fewer than 250 staff, unless:

(a) the Client determines that the processing is not occasional;

(b) the Client determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and

(c) the Client determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

12.1.10 The Consultant shall allow for audits of its Data Processing activity by the Client or the Client's designated auditor.

12.1.11 The Consultant shall designate a data protection officer if required by the Data Protection Legislation.

12.1.12 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Consultant must:

(a) notify the Client in writing of the intended Sub-processor and processing

(b) obtain the written consent of the Client;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 12.1 such that they apply to the Sub-processor; and

(d) provide the Client with such information regarding the Sub-processor as the Client may reasonably require.

12.1.13 The Client may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

12.1.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Client may on not less than 30 Working Days' notice to the Consultant amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

12.2 Commercially Confidential Information

12.2.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this contract, each party shall:

(a) treat the other party's Confidential Information as confidential and safeguard it accordingly; and\

(b) not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

12.2.2 Clause 12.2.1 shall not apply to the extent that:

(a) such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations (EIR) pursuant to clause 12.3 (Freedom of Information);

(b) such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

(c) such information was obtained from a third party without obligation of confidentiality;

(d) such information was already in the public domain at the time of disclosure otherwise than by a breach of this contract; or

(e) it is independently developed without access to the other party's confidential Information.

12.2.3 The Consultant may only disclose the Client's confidential information to the staff who are directly involved in the provision of the services and who need to know the information and shall ensure that such staff are aware of and shall comply with these obligations as to confidentiality.

12.2.4 The Consultant shall not, and shall procure that its staff do not, use any of the Client's confidential information received otherwise than for the purposes of this Agreement

12.2.5 At the written request of the Client, the Consultant shall procure that those members of its staff identified in the Client's notice signs a non-disclosure agreement (NDA) prior to commencing any work in accordance with this Agreement.

12.2.6 Nothing in this Agreement shall prevent the Client from disclosing the Consultant's Confidential Information:

(a) for the purpose of the examination and certification of the Client's accounts; or

(b) for the purpose of any procedural or other audit required by the Client's internal regulations or by any regulatory body to whom the Client is subject

provided that nothing in this clause shall permit the Client to disclose any of Consultant's software and/or related technical documentation.

12.2.7 The Client shall use all reasonable endeavors to ensure that any employee, third party or sub-Consultant to whom the Consultant's Confidential Information is disclosed pursuant to clause 12.2.6 is made aware of the Client's obligations of confidentiality.

12.2.8 Nothing in this clause 12.2 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights (IPR).

12.3 Freedom of Information

12.3.1 The Consultant acknowledges that although the Client is not at the date of signature of the contract subject to the requirements of the FOIA and the Environmental Information Regulations it shall assist and cooperate with the Client to enable the Client to comply with any Information disclosure obligations.

12.3.2 The Consultant shall and procure that any sub-Consultants shall transfer to the Client all Requests for Information (RFI) that it receives as soon as practicable and in any event within Three (3) working days of receiving a Request for Information (RFI) and shall:

(a) provide the Client with a copy of all Information in its possession, or power in the form that the Client requires within (5) five working days of the Client's request; and

(b) provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to the Request for Information (RFI) within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

12.3.3 The Client shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations provided that nothing in this clause shall permit the Client to disclose any of Consultant's software and/or related technical documentation.

12.3.4 In no event shall the Consultant respond directly to a Request for Information unless expressly authorised to do so by the Client.

12.3.5 The Consultant acknowledges that (notwithstanding the provisions of Clause 12) the Client may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**"the Code"**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Consultant or the services (but not the Consultant's software and/or related technical documentation) in certain circumstances:

(a) without consulting the Consultant; or

(b) following consultation with the Consultant and having taken their views into account;

provided always that where 12.3.5(a) applies the Client shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Consultant advanced notice, or failing that, to draw the disclosure to the Consultant's attention after any such disclosure.

12.4 Social Tenants Access to Information Requirements (STAIR's)

12.4.1 The Supplier acknowledges that the Client is subject to the requirements of the Social Tenants Access to Information Requirements. The Supplier shall:

(a) provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the Social Tenants Access to Information Requirements;
(b) transfer to the Client all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
(c) provide the Client with a copy of all information belonging to the Client requested in the Request for information which is in its possession or control in the form that the Client requires within 5 Working Days (or such other period as the Client may reasonably specify) of the Client's request for such information; and
(d) not respond directly to a Request for information received from a third party authorised in writing to do so by the Client.

12.4.2 The Supplier acknowledges that the Client may be required under the Social Tenants Access to Information Requirements to disclose information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Client shall take reasonable steps to notify the Supplier of a Request for Information to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Client shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information or any other Information is exempt from disclosure in accordance with the Social Tenants Access to Information Requirements.

12.4.3 Notwithstanding any other term of this agreement, the Supplier consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that the Client considers is exempt from disclosure in accordance with the provisions of the Social Tenants Access to Information Requirements.

12.4.4 The Client shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion. The Supplier shall assist and co-operate with the Client to enable the Client to publish this agreement.

13 Dispute Resolution

13.1 Any difference or dispute arising under this Agreement or in connection therewith will, subject to clause 13.2, be referred to and determined by a single arbitrator to be agreed between the parties or in default of agreement appointed by the President or a Vice-President of The Chartered Institute of Arbitrators.

13.2 Any dispute shall be referred to a senior executive of each party prior to a referral to arbitration under clause 13.1, and the parties shall then have a minimum of 21 days to resolve the dispute before a party shall be entitled to refer the matter to arbitration.

14. Copyright

14.1 The Client shall be entitled to use all or any drawings, estimates, reports or other documents prepared by the Consultant pursuant to and for use under this Agreement, save that where used for any purpose other than that for which they were specifically prepared shall confer no liability upon the Consultant.

14.2 The Consultant warrants that no third-party intellectual property rights shall infringed in the performance of the Services.

15 Professional Indemnity Insurance

15.1 The Consultant must take out and maintain, from the commencement of the Services for six years from the date of the final completion of the Services Professional Indemnity insurance in respect of their business generally, which insurance will be on an each and every claim basis and may be limited in respect of any one claim (but will not be limited in any other respect).

15.2 The limit of indemnity must be at least £5,000,000 for each and every claim.

15.3 The Consultant will, whenever required by the Client produce a certificate, signed by or on behalf of the Consultant's insurers/brokers stating that insurance complying with this condition is in force, and the period for which it has been taken out.

16 Equality and Diversity

16.1 It is a condition of this Agreement that the Consultant will comply with the following:

- Staffing: new appointments and promotions will strive to achieve the same levels of representation, at all levels of the organisation, as are proportionate to the census data for the area of operation
- Customer satisfaction: will be at least as high for BME as for non-BME customers
- Racial Harassment: targets are established for reporting, victim support and satisfaction, and action taken against perpetrators

16.2 The Consultant further agrees to assist the Client in monitoring compliance with the requirements of Clause 16.1

18. Independent Contractor Relationship

The Consultant agrees that it will be working for the Client as an independent contractor and that nothing in this Agreement creates, implies or evidences the relationship of employer and employee, or principal and agent. The Consultant has no authority to make any representation or commitment or to incur any liability on behalf of the Client.

19. Tax

The Consultant will be responsible for all paying all income and other taxes and national insurance contributions in relation to the fees paid to it under this Agreement.

20. Force Majeure

If the performance by either party of any obligation under this Agreement (except a payment obligation) is delayed or prevented by circumstances beyond a party's reasonable control, the party so affected will not be in breach of this Agreement because of that delay in performance. However, if the delay in performance lasts for more than 1 month, the other party may terminate this Agreement by giving 1 weeks written notice.

21. Liability

21.1 The Consultant warrants to the Client that, to the best of its knowledge and belief (having made reasonable enquiry of those likely to have relevant knowledge) any advice or information given by it, or the content or use of any materials, works or information it provides to the Client in connection with this Agreement, will not constitute or result in any infringement of third-party rights.

21.2 The Consultant will indemnify the Client, and keep it fully and effectively indemnified, against each and every claim made against the Client as a result of the Client's use of any of any materials, works or information received from the Consultant pursuant to the terms of this Agreement, provided that the Client shall:

21.2.1 promptly notify the Consultant of the details of the claim;

21.2.2 not make any admission in relation to the claim;

21.2.3 allow the Consultant to have conduct of the defence or settlement of the claim; and

21.2.4 give the Consultant all reasonable assistance (at the Consultant's expense) in dealing with the claim.

21.3 Subject to clause 21.4, the aggregate liability of the Consultant to the Client for all and any breaches of this Agreement, any negligence or arising in any other way out of the subject matter of this

Agreement, will not exceed in total [150% of] the amount paid or payable to the Consultant under this Agreement.

21.4 Nothing in this Agreement limits or excludes either party's liability for:

21.4.1 death or personal injury;

21.4.2 any fraud or for any sort of liability that, by law, cannot be limited or excluded; or

21.4.3 any loss or damage caused by a deliberate breach of this Agreement or a breach of clause 12.2.

22. General

22.1 Notices: Any notice to be given under this Agreement must be in writing, may be delivered to the other party by any of the methods set out in the left-hand column below, and will be deemed to be received on the corresponding day set out in the right hand column:

Method of service	Deemed day of receipt
Email	The day the email was sent
By hand or courier	the day of delivery
By pre-paid first class post	the second Business Day after posting (A Business Day is Monday to Friday (inclusive) except bank or public holidays in England)
By recorded delivery post	the next Business Day after posting

The parties' respective representatives for the receipt of notices are, until changed by notice given in accordance with this paragraph, as follows:

For the Consultant: . For the Client:

Name: C. L FARRELL Name:

Address: CENTRAL COURT Address:
KNOLL RISE BR6 0JA

22.2 Headings: The headings in this Agreement are for ease of reference only; they do not affect its construction or interpretation.

22.3 Illegal/unenforceable provisions: If the whole or any part of any provision of this Agreement is void or unenforceable in any jurisdiction, the other provisions of this Agreement, and the rest of the void or unenforceable provision, will continue in force in that jurisdiction, and the validity and enforceability of that provision in any other jurisdiction will not be affected.

22.4 Waiver of rights: If either party fails to enforce, or delays in enforcing, an obligation of the other party, or fail to exercise, or delay in exercising, a right under this Agreement, that failure or delay will not affect that party's right to enforce that obligation or constitute a waiver of that right. Any waiver of any provision of this Agreement will not, unless expressly stated to the contrary, constitute a waiver of that provision on a future occasion.

22.5 Entire Agreement: This Agreement constitutes the entire agreement between the parties relating to its subject matter. The parties each acknowledge that they have not entered into this Agreement on the basis of any warranty, representation, statement, agreement or undertaking except those expressly set out in this Agreement. Each party waives any claim for breach of this Agreement, or any right to rescind this Agreement in respect of any representation which is not an express provision of this Agreement. However, this paragraph does not exclude any liability which a party may have to the other (or any right which either of us may have to rescind this Agreement) in respect of any fraudulent misrepresentation prior to the execution of this Agreement.

22.6 Formalities: Each party will take any action and execute any document reasonably required by the other party to give effect to any of its rights under this Agreement, provided the requesting party pays the other party's reasonable expenses.

22.7 Amendments: No variation or amendment of this Agreement will be effective unless it is made in writing and signed by a duly authorised person from each party.

22.8 Third parties: No third party may enforce any benefit conferred by this Agreement, unless this Agreement expressly provides otherwise.

22.9 Governing Law: This Agreement is governed by, and is to be construed in accordance with, English law. The English Courts will have exclusive jurisdiction to deal with any dispute which has arisen or may arise out of, or in connection with, this Agreement, except that either party may bring proceedings for an injunction in any jurisdiction.

IN WITNESS whereof this Agreement has been signed on behalf of the parties on the day and year first before written.

SIGNED FOR AND ON BEHALF OF THE CLIENT:

..... Authorised Signatory

..... Authorised Signatory

SIGNED FOR AND ON BEHALF OF THE CONSULTANT

..... C. FARRELL

..... ROBIN FAIRHURST Authorised Signatory

..... Authorised Signatory

Schedule 1 – Schedule of Services

Lot 1 - Multidisciplinary Services Specification v2 UPDATED 19.06.24

orbit group

Schedule 2 – Fee Schedule and Payment Tranches

FFT Lot 1 - Multidisciplinary price framework

orbit group

Schedule 3 – Consultancy Code of Practice

This Code of Practice aims to establish a set of minimum standards, which individual or corporate consultancies offering services to support Orbit commit to apply.

The Code is voluntary but is expected to be adhered to by consultancies providing these services.

Experience and Competencies

The Consultant shall:

- always use their expertise, skills and work capacity to the best of their ability;
- act in a manner which supports Orbit's overall objectives and contributes to the achievement of targets set;
- safeguard the reputation and assets of Orbit;
- uphold lawful policies, practices and procedures;
- apply all available remedies and procedures to address matters falling below acceptable standards of professional practice;
- not accept assignments for which they have reason to believe they cannot assist Orbit effectively or in a timely manner.

Compliance with Laws

In all their activities, the Consultant must ensure they conduct business in compliance with the applicable laws, rules, and regulations of the jurisdictions in which they operate.

Respect and Diversity

Consultants must maintain professionalism and respect for the dignity of Orbit employees with whom they interact. Consultants must not tolerate harassment, discrimination, violence, retaliation, and other disrespectful and inappropriate behaviour.

Privacy and Information Security

Consultants must use information obtained through their relationship with us only for the purposes for which they are expressly authorised. Consultants must have appropriate information and security policies and procedures in place to secure access to our information. Consultants must notify us promptly of actual or suspected privacy breaches, security breaches or losses of our information.

Ethics

The Consultant shall:

- always maintain the highest ethical standards in the professional work they undertake and act solely in the interests of Orbit, avoiding conflicts of interest.
- disclose to Orbit any potential conflicts of interest, including those in which the Consultant may have been placed inadvertently due to either business or personal relationships with other business associates, or Orbit employees.
- The Consultant will neither offer nor accept gifts, hospitality or services which could create, or imply, an improper obligation.

Environment

Orbit expects Consultants to work with us to promote environmental sustainability. Consultants are to assist in reducing our environmental footprint, conduct business in an environmentally friendly way and offer environmentally responsible products and services.