



Bassetlaw
DISTRICT COUNCIL
— North Nottinghamshire —

BDC Legal Contract Completion form

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General Details

Completion Report Number	
Solicitor	PETER BURNS
Instructing Officer	ALISON CRATIC
Service	HOUSING SERVICES
Service Manager	ALISON CRATIC
Legal Dept Ref Number	3648

Details of Matter

Matter Title	STOCK CONDITION COMPLIANCE REVIEW
Matter Description	
Matter Notes	

Details of File

File Description	AS ABOVE
File Destruction Date	

Supplier Details

Supplier	SAVILLS (U.K.) LIMITED
Manual Supplier Address	33, MANCANE STREET, LONDON, W1G 0SD
Company number	
Commencement date	11/2/2019
Initial contract term	UNTIL WORK COMPLETED
Contract term	

Option to Terminate on Notice	1
Option to assign	✓
Option to vary terms	
Annualised Value	£ 80,380 - 00
VAT	
Contract End Date	UNTIL WORK COMPLETED

Authority Details

Authority in Constitution	DELEGATED AUTHORITY
Committee	
Committee Date	
Client Dept Ref number	
Completion date	

THIS IS A FRAMEWORK CALL-OFF
AGREEMENT

CONTRACT WAS BELATEDLY SIGNED
ON 27 / 7 / 2022 BUT THE
WORK HAD BEEN DONE

Dated 27th July 2022

Bassetlaw District Council

and

Savills (UK) Limited

AGREEMENT

**for the purchase of
Stock Condition Survey and Compliance Review services**

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THIS AGREEMENT dated 22nd September 2020 is made BETWEEN:

- (1) Bassetlaw District Council [The Council] whose registered office is at Queens Buildings, Potter Street, Worksop, S80 2AH (the Customer which expression includes its successors in title, transferees and assigns),
- (2) **Savills (UK) Limited** (registration number 2605138 whose registered office is at 33 Margaret Street, London, W1G 0JD (the **Supplier** which expression includes its successors in title, transferees and assigns),

each a **Party** and together the **Parties**.

IT IS AGREED as follows:

1 Interpretation

1.1 In this Agreement the following terms shall have the following meanings:

"Agreed Service Levels"	the service levels specified in Schedule 1 and/or the Order (and any variation to such service levels agreed in writing by the Parties);
"Applicable Laws"	all laws (including any guidance inserted under statutory authority and all applicable European Community regulations, directions and other legislation) statutes, treaties, ordinances, judgements, decrees, injunctions, writs, orders, codes of practice, rules, regulations, permissions and interpretations of any court, arbitrator, government body, agency or authority applicable to the Services and all planning permissions together with attached conditions;
"Associated Person"	a person (including an employee, agent or subsidiary) who performs services for or on the Supplier's behalf;
"Bribery Act"	the Bribery Act 2010;
"Commencement Date"	22 nd September 2020
"Community Benefit Strategy" ²	the Customer's Community Benefit Strategy forming part of the Order as amended from time to time;

² This should be provided to the supplier in advance to allow them to understand what is required of them under the strategy

"Confidential Information"	in relation to each Party, all information in respect of the business and financing of that Party including any ideas, business methods, finances, prices, business, financial, marketing, development or manpower plans, customer lists or details, computer systems and software, know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by that Party (or, in the case of the Customer, any member of the Customer's Group), and information concerning either Party's relationships with actual or potential customers and the needs and requirements of such persons;
"Corrupt Activity"	extortion, fraud, deception, collusion, cartels, abuse of power, embezzlement, trading in influence, money-laundering or any similar activity bribery and/or corruption including, without limitation, any activity, practice or conduct which would or could constitute an offence under the Bribery Act;
"Customer Purchase Order Number"	the order number stated on the Order issued by the Customer in connection with the provision of the Services;
"DBS"	means the Disclosure and Barring Service or any successor organisation who may be appointed to fulfil its functions during the term of this Agreement;
"DBS Check"	means one of four checks carried out (as appropriate) under the bureau established pursuant to the Protection of Freedoms Act 2012: <ul style="list-style-type: none"> (a) Enhanced Disclosure with a Barred List Check (b) Enhanced Disclosure without a Barred List Check (c) Standard Disclosure;
"Documents"	all existing and future plans, drawings, models, details, sections, specifications, schedules, reports, bills of quantities, data, calculations, data recorded in machine readable form, computer software and other similar documents and any designs contained within them relating to the

	Services prepared and to be prepared by the Supplier. References to data shall include all digital and electronic data and all programmes upon which such data is stored;
"Due Date"	the date of receipt by the Customer of the relevant application in accordance with clause 7.2.1;
"Enhanced Disclosure with Barred List Check"	means a type of criminal records check, which includes a check of the DBS barred list and any additional information held by the police that is reasonably considered relevant to the role being applied for and includes roles that do not work with children or vulnerable adults specifically but potentially both and should be used for jobs that involve caring for, supervising or being in sole charge of children and/or vulnerable adults;
"Enhanced Disclosure without Barred List Check"	means a type of criminal records check, which includes an enhanced disclosure check without a barred list check that is required where a Contractor is engaged in a role that meets the previous definition of Regulated Activity as defined by the Rehabilitation of Offenders Act (ROA) 1974 (Exceptions) Order 1975, and in Police Act Regulations;
"Final Account"	the account produced by the Customer's representative for agreement pursuant to clause 7.8.1(a), showing the final balance of the Price due between the Customer and the Supplier;
"Final Account Due Date"	the date 35 Working Days from the date of completion of the Services;
"Final Account Final Date for Payment"	The date twenty one (21) days after the Final Account Due Date or the date a Default Notice is issued (as the case may be);
"Final Date for Payment"	the date 30 days after the later of the Due Date and, if relevant, the date of acceptance under clause 10;
"Finance Act"	the Finance Act 2004 which governs the Construction Industry Scheme 2007;

"Fixed Price Period"	the fixed price period set out in the Schedule during which the Price for the Services may not be altered by the Supplier;
"Gifts and Hospitality Policy" ³	the Customer's gifts and hospitality policy, a copy of which will be provided to the Supplier on request, as may be amended from time to time;
"Group Company"	any subsidiary company or holding company of the Customer or another subsidiary or holding company of such company as subsidiary and holding company are defined in section 1159 Companies Act 2006;
"Insolvency Event"	<p>(a) for a company, the passing of a resolution for winding up (otherwise than for the purpose of a solvent amalgamation or reconstruction where the resulting entity assumes all of the obligations of the Supplier or the Customer) or a court making an order to that effect; or</p> <p>(b) for a partnership, on its dissolution; or</p> <p>for either a company or a partnership or an individual, on ceasing to carry on its business or substantially the whole of its business, becoming or being declared insolvent or committing any act of bankruptcy or convening a meeting of or making or proposing to make any arrangement or composition with its creditors or the appointment of a liquidator, administrator (whether by the court or otherwise), administrative receiver, receiver, administrative trustee or similar officer over any of its assets;</p>
"Intellectual Property Rights"	(a) all inventions, patents, registered designs, design rights, know-how, inventions, trade secrets, Confidential Information, trade marks and service marks (whether registered or not) and all applications for protection of any of the same; and

³ To be provided to the supplier in advance for review.

	<ul style="list-style-type: none"> (b) any trade, brand or business names and any distinctive sounds used to differentiate the goods and services of a business; and (c) any utility models and copyright (including all such rights in computer software and databases); and (d) any moral rights; and (e) the goodwill attaching to any of the above and any applications for any of the above; and (f) any rights or forms of protection of a similar nature to any of the above and having equivalent or similar effect to any of them in each case which may subsist anywhere in the world
"Interest Rate"	8% per annum over the base rate from time to time of the Bank of England;
"Joining Agreement"	the Joining Agreement
"Key Performance Indicators"	the key performance indicators as set out in the Order;
"Liabilities"	includes, in relation to any matter, all costs, charges, claims, fines, penalties, expenses, demands, proceedings and other liabilities incurred or suffered directly by a person in relation to such matter;
"Moral Rights"	the moral rights under chapter IV of Part 1 of the Copyright Designs and Patents Act 1988;
"Order"	the Customer's order for the Services in the form substantially the same as that appended at Schedule 2;
"Price"	the price to be paid by the Customer for the Services as set out in Schedule 1;
["Relevant Employees"	every employee engaged wholly or partially in the provision of the Services;] ⁴

⁴ Delete if not applicable

"Restricted Employee"	any person who has been involved to any material extent in the supply of the Services;
"Service Commencement Date"	the date set out in the Order;
"Service Period"	the period set out in the Order during which the Supplier will provide the Services under this Agreement;
"Services"	the services described in Schedule 1 and set out in the Order;
"Specification"	the Customer's specification for the Services set out in the Order;
"Sub-Contractor"	any person to whom any part of this Agreement has been sub-let in accordance with its terms and its legal representatives, successors and permitted assigns;
["TUPE"	the Transfer of Undertakings (Protection of Employment) Regulations 2006;] ⁵
"Unique Property Reference Number"	the number stated on the Order issued by the Customer connection with the provision of the Services;
"Working Day"	any day from Monday to Friday (inclusive) which is not Christmas Day, Good Friday or a statutory bank holiday in the country for which the Services are to be carried out under the Order/Agreement.

⁵ Delete if TUPE is not applicable

1.2 In this Agreement:

- 1.2.1 any gender includes any other gender; and
- 1.2.2 the singular includes the plural and vice versa; and
- 1.2.3 references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality); and
- 1.2.4 references to clauses, paragraphs and the schedules are to clauses and paragraphs of and the schedules to this Agreement and references within schedules to paragraph numbers shall, unless otherwise stated, be to paragraphs of that schedule; and
- 1.2.5 the schedules form part of this Agreement and the expression this Agreement includes the schedules; and
- 1.2.6 the headings in this Agreement are for convenience only and shall not affect the interpretation of this Agreement; and
- 1.2.7 references to the Services are to any part of it or them; and
- 1.2.8 any reference to a statutory provision includes a reference to any modification, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it; and
- 1.2.9 a reference to any of the Parties includes, where appropriate, persons deriving title under it; and
- 1.2.10 references to "dispose" include charging, selling, leasing, assigning or transferring or agreeing to do any of the same, granting an option or similar right, creating a trust or other equitable interest and "disposal" shall be construed accordingly; and
- 1.2.11 any document referred to as being "in agreed form" is one which is in a form agreed by or on behalf of the Parties and which has been signed or initialled for identification purposes by or on behalf of the Parties; and
- 1.2.12 general words shall not be given a restrictive interpretation by reason of their being preceded or followed by words indicating a particular class of acts, matters or things; and
- 1.2.13 "subsidiary" and "holding company" shall have the meanings given to them by section 1159 of the Companies Act 2006 and "subsidiary undertaking" shall be construed in accordance with section 1162 of the Companies Act 2006; and
- 1.2.14 "affiliate" means, in relation to a person, any person that is connected with the first mentioned person within the meaning of section 1122 of the Corporation Tax Act 2010; and

- 1.2.15 references to a person acting "directly or indirectly" include acting alone or jointly with or by means of any other person; and
- 1.2.16 references to any document (including this Agreement) or a provision of a document shall be construed as a reference to that document or provision as from time to time supplemented, varied or replaced; and
- 1.2.17 references to writing include any method of reproducing words in a legible and non-transitory form.

2 Term

- 2.1 Subject to clause 19 this Agreement shall commence on the Commencement Date and shall continue until the expiry of 31st March 2021 (the Term). The Parties acknowledge that the Customer may issue one or more Orders to the Supplier which extend beyond the Term of this Agreement.

3 Agreement to purchase

- 3.1 With effect from the Commencement Date the Customer agrees to purchase and the Supplier agrees to supply the Services as described in and on the terms set out in Schedule 1 and the Order provided that any Services set out in the Order or any Specification are reasonably within the Supplier's area of expertise.⁶

4 Precedence

- 4.1 In the event of any inconsistency occurring between the contents of respectively and in that order this Agreement, Schedule 1, Schedule 2, Schedule 3 and Schedule 4, and any Documents the contents of the document earlier in the order listed here shall prevail over any document later in that order.

5 Specification and inspection

- 5.1 The quantity, quality and description of the Services shall be as described in Schedule 1 and/or the Order and/or in any applicable Specification supplied by the Customer to the Supplier or agreed in writing by the Customer.
- 5.2 Any Specification supplied by the Customer to the Supplier or specifically produced by the Supplier for the Customer in connection with this Agreement, together with the copyright, design rights, or any Intellectual Property Rights or Moral Rights in any Specification, shall be the exclusive property of the Customer and delivered to the Customer on request.
- 5.3 The Supplier warrants that no design or document that it prepares and nothing else that it contributes to the Services shall infringe any Intellectual Property Rights, and

⁶ In the event that the specification is outside what the supplier is reasonably able to provide they should not be obliged to supply the services.

the Supplier shall indemnify the Customer in respect of any legal liability and related costs arising out of or in connection with any such infringement of any Intellectual Property Rights.

- 5.4 The Supplier shall not, either during the period of this engagement hereunder (save in the proper course of his duties) or at any time after its expiry or termination, for any reason disclose to any person nor otherwise make use of any Confidential Information (including all financial information relating to the Supplier and the contents of any documents including any legal agreements, prepared by or on behalf of the Customer) which he has or may in the course of his engagement hereunder come into the possession relating to the Customer, the Services or otherwise any Confidential Information and this restriction shall continue to apply without limitation in point of time unless and until such information comes properly into the public domain through no fault of the Supplier.
- 5.5 The Supplier shall allow the Customer no more than once every 12 months, during normal working hours and upon reasonable prior notice, to observe the carrying out of the Services and carry out any relevant testing and shall provide the Customer with all facilities reasonably required for such inspection and testing free of charge. Such inspection and testing shall be subject to reasonable restrictions (including but not limited to confidentiality obligations) to prevent any disruption to the Supplier's business. Any inspection or testing by the Customer shall not release the Supplier of its obligations under this Agreement. Where any part of the performance of the Services is carried out by third parties the Supplier shall use all reasonable endeavours to procure such access to the relevant third party's facilities for the Customer.
- 5.6 If as a result of inspection or testing, the Customer is not satisfied that the Services are compliant in all respects with this Agreement, and the Customer so informs the Supplier within seven (7) Working Days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.
- 5.7 Unless otherwise agreed, the Supplier will obtain at its own expense all licences, powers and consents necessary to perform the Services.
- 5.8 The Supplier shall, upon reasonable notice, review with the Customer the performance of the Services against the Agreed Service Levels, and provide in a format specified by the Customer, all Service performance reports necessary to assist the Customer.

6 Price

- 6.1 The Customer shall pay to the Supplier the Price in accordance with Schedule 1 as full remuneration for the proper performance of the Services.
- 6.2 No increase in the Price shall occur in the Fixed Price Period.

6.3 Unless otherwise agreed, not less than 30 calendar days prior to the end of each Fixed Price Period, the Parties will meet to discuss the Price for the subsequent Fixed Price Period.

6.4 For the avoidance of doubt, there shall be no increase in the Price except in accordance with clause 6.3 above.

7 Payment

7.1 The Price and obligation to pay

7.1.1 The Price excludes all travel, accommodation, subsistence, [carriage/delivery costs]⁷ and other expenses incurred in the provision of the Services unless otherwise agreed in writing by the Parties. The Price is exclusive of any value added tax but shall include any customs or excise tax, import or other duties and transportation, implementation, installation and delivery costs.

7.1.2 The Customer shall be responsible for payment to the Supplier of the Price, subject to and adjusted in accordance with this Agreement.

7.2 Interim payments

7.2.1 Applications for payment of interim amounts due to the Supplier shall be submitted by the Supplier to the Customer at the intervals stated in the Order or (if no intervals are stated) at the end of each calendar month. Each application for payment (invoice) shall:

- (a) be addressed to the appropriate Customer company (and named person who instructed the Order) as notified to the Supplier in the Order c/o Accounts Payable department, *insert client Name and Address*; and
- (b) include a valid Customer Purchase Order Number and (where relevant) Unique Property Reference Number, as notified to the Supplier in the Order; and
- (c) detail the address at which the Services were provided; and
- (d) state the amount the Supplier considers to be due to him (even if zero) and the basis on which that sum is calculated; and
- (e) shall be accompanied by a full breakdown of costs (where applicable) and such further details as are stated in the Order.

⁷ Delete if the services do not involve delivery of any items

- 7.2.2 Within five (5) days of the Due Date the Customer's representative shall issue to the Supplier and the Customer a payment notice calculated in accordance with clause 7.2.3 specifying the amount the Customer's representative or the Customer considers to have been due on the Due Date and the basis on which that sum is calculated (the **Payment Notice**).
- 7.2.3 The amount payable shall be calculated in accordance with Schedule 1 to establish the value of the Services properly performed, less the total of all amounts previously paid.
- 7.2.4 If the Customer's representative or the Customer does not issue a Payment Notice in accordance with clause 7.2.2 then the Supplier's application for payment under clause 7.2.1 shall be treated as the Payment Notice.
- 7.2.5 Within five (5) days of the issue of the Payment Notice (or, if the Supplier's application for payment under clause 7.2.1 shall be treated as the Payment Notice by operation and clause 7.2.4, within ten (10) days of the Date Due) the Supplier shall issue to the Customer a VAT invoice in the same amount as the Payment Notice.
- 7.2.6 If the Customer wishes to pay less than the amount stated in a Payment Notice then not later than two (2) Working Days before the Final Date for Payment of the relevant amount, the Customer or the Customer's representative shall give notice to the Supplier specifying the sum that the Customer considers to be due on the date the notice is served and the basis on which that sum is calculated.
- 7.2.7 The Customer shall pay the amount stated in any Payment Notice or, if issued, a notice issued in accordance with clause 7.2.6 by the Final Date for Payment.

7.3 Effect of notices and VAT invoices

- 7.3.1 Neither the issue by any party of any notice or of a VAT invoice nor the payment of any amount shall in any way affect the right of the Customer or the Supplier to contend that any of the Services has or have not been properly valued and that any amount has been improperly paid or withheld and, in calculating any notice, either Party shall be entitled to reconsider and, if necessary, adjust any assessment made in arriving at a sum or figure given in any previous notice.
- 7.3.2 Neither the issue by any party of any notice or of a VAT invoice or the payment of any amount by the Customer shall constitute or imply or be evidence of the Customer's approval or acceptance of any part of the Services or shall in any way affect the responsibilities of the Supplier under this Agreement.

7.4 Interest on late payment

- 7.4.2 Any delay in a due payment beyond the Final Date for Payment shall entitle the payee to be paid interest at the Interest Rate.

7.5 Fluctuations

- 7.5.1 Amounts in Schedule 1 shall be subject only to such fluctuation provisions, if any, as are set out in Schedule 1.

7.6 Information

- 7.6.1 The Supplier shall allow the Customer's representative to visit its offices and to inspect its financial records in relation to the Services at any time subject to reasonable prior notice.

7.7 Construction industry scheme

- 7.7.1 Where the Customer is a "contractor" for the purposes of the Finance Act, then not later than fifteen (15) Working Days prior to the Supplier's first application for payment in relation to the Services and at any other time upon request, the Supplier shall either provide the Customer with evidence that the Supplier is entitled to be paid without the statutory deduction referred to in the Finance Act or inform the Customer in writing that it is not entitled to be paid without such statutory deduction (and in the latter case the Supplier shall immediately inform the Customer if it subsequently becomes entitled to be paid without such statutory deduction) and the Customer shall be entitled to receive from the Supplier evidence supporting the Supplier's stated entitlement to be paid without such statutory deduction.

7.8 Final account

- 7.8.1 The payee shall, no more than seven (7) days before the Final Account Due Date:
- (a) prepare and issue to the Customer and the Supplier an account confirming the balance of the Fee due as between the Customer and the Supplier calculated in accordance with clause 7.2.3, subject only to any outstanding entitlements and claims by the Customer or the Supplier notified to the Customer's representative prior to that date, and the Customer and the Supplier shall seek to agree the amount of that balance, taking into account any adjustment provided for in this Agreement; and
 - (b) submit an application for payment to the payer in respect of the Final Account.

If the payee is the Supplier the application for payment shall comply with the requirements of clauses 7.2.17.2.1(a) and 7.2.1(c) and state the amount

that the Supplier considers will be due to him on the Final Account Due Date and the basis on which that sum is calculated.

- 7.8.2 Within five (5) days of the Final Account Due Date the payer shall issue to the payee a payment notice either in the amount agreed pursuant to clause 7.8.1(a), or if agreement is not reached then in such amount as the payer considers to have been due on the Final Account Due Date which is fair and reasonable calculated in accordance with clause 7.2.3 and taking into account any outstanding entitlements and claims by the Customer or the Supplier and the basis on which that sum is calculated (the **Final Account Payment Notice**).
- 7.8.3 If the payer does not issue a Final Account Payment Notice in accordance with clause 7.8.2 then subject to clause 7.8.4 the payee may give notice to the payer stating what the payee considers to have been due on the Final Account Due Date and the basis on which that sum was calculated (the **Default Notice**).
- 7.8.4 If the payee is the Supplier the payee may not issue a Default Notice pursuant to clause 7.8.3 if it has already submitted an application for payment which complies with the requirements of clause 7.8.1(b). Any such application pursuant to clause 7.8.3 shall be treated as the Final Account Payment Notice.
- 7.8.5 If the payer wishes to pay less than the amount stated in the Final Account Payment Notice or, if issued, the Default Notice then not later than two (2) Working Days before the Final Account Final Date for Payment, the payer shall give notice to the payee specifying the sum that the payer considers to be due on the date the notice is served and the basis on which that sum is calculated.
- 7.8.6 The payer shall pay the amount stated in the Final Account Payment Notice or, if issued, the Default Notice or a notice issued in accordance with clause 7.8.5 by the Final Account Final Date for Payment.
- 7.8.7 The Final Account, when agreed, shall be conclusive evidence as to the balance of the Price due between the Customer and the Supplier.

8 Delivery

- 8.1 The Services shall commence on the Service Commencement Date and shall continue for the Service Period.
- 8.2 [Time for performance of the Services is of the essence of the contract. Notwithstanding this,]⁸ if for any reason the Customer requests performance to be delayed, the Supplier shall agree to such request at no extra cost to the Customer and the provisions of this clause 8 shall apply to any such revised date for delivery or performance.

⁸ Delete if delivery is not time-critical

- 8.3 Performance by instalments shall not be accepted by the Customer unless previously agreed in writing. If Services are to be performed by instalments, this will be treated as a single contract and not severable.

9 Cancellation

- 9.1 If the Customer wishes to cancel this Agreement in respect of all or any part of the Services to be supplied to it and/or in respect of any or all Orders made (other than for any breach by the Supplier or other event entitling the Customer to terminate under clause 20) then the Customer will be entitled to do so at any time up to 14 Working Days prior to the relevant Service Commencement Date upon giving written notice to the Supplier.

10 Acceptance

- 10.1 The Supplier shall supply the Customer in good time with any instructions or other information required to enable the Customer to accept performance of the Services.
- 10.2 The Customer shall be entitled to reject all or any part of the Services performed which are not in accordance with this Agreement or the relevant Order.
- 10.3 The Customer shall not be deemed to have accepted any Services until the Customer has had a reasonable time to inspect or test them following delivery or, if later, within a reasonable time after any latent defect has become apparent.
- 10.4 The Customer shall not be deemed to have accepted the Services by virtue of having required the Supplier to repair or replace the Services under this Agreement.
- 10.5 For the purposes of payment under clause 7 only, and without prejudice to the entitlement of the Customer under this clause 10 to reject the Services, the Due Date shall be a date no later than thirty (30) days after the latter of the completion of the Services or the notification of the Customer by the Supplier that the Services have been completed.

11 Variations

- 11.1 At any time during the continuance of this Agreement the Customer may request and the Supplier may recommend variations to any part of the Services or the Specification as applicable (known as a **Variation**).
- 11.2 The Supplier shall, free of charge, notify the Customer within seven (7) Working Days of the effect on this Agreement (including the Price and any other changes) of implementing such Variation.
- 11.3 The Supplier shall submit to the Customer as soon as reasonably practicable a full written quotation for such Variation specifying the increase or decrease (if any) which will be required to the Price (and any other changes), and the changes (if any) which will be required to this Agreement.
- 11.4 Upon receipt of such quotation in accordance with clause 11.3 the Customer may elect either:

- 11.4.1 to accept such quotation in which case this Agreement shall be amended in accordance with such quotation; or
 - 11.4.2 to withdraw the proposed Variation in which case this Agreement shall continue in force unchanged.
- 11.5 Until such time as any Variation is formally agreed between the Parties in writing in accordance with this clause 11 and clause 37, the Supplier will, unless otherwise agreed in writing, continue to perform and be paid as if such Variation had not been required. For the avoidance of doubt, the Supplier agrees that the preparation of a quotation under clause 11.3 will not cause any delay in the provision of the Services.

12 Liability

- 12.1 The Supplier warrants that:
- 12.1.1 it is fully experienced, qualified, equipped, organised and financed to perform its obligations under this Agreement; and
 - 12.1.2 the Services will be provided so as to comply with the Agreed Service Levels and the terms of this Agreement; and
 - 12.1.3 the Services will be provided using all professional skill, care and diligence as is to be reasonably expected from a properly qualified and competent provider experienced in the provision of services of a similar size, type, scope and complexity to the Services; and
 - 12.1.4 the Services will be provided in a manner consistent with achieving the Key Performance Indicators identified in the relevant Order; and
 - 12.1.5 the Services will be provided in accordance with all Applicable Laws and in the event that the Supplier infringes any of the Applicable Laws, the Supplier shall be solely liable for the consequences of such infringement and hold the Customer harmless in respect of any actions, claims, proceedings or demands of whatever nature arising out of or in connection with such infringement; and
 - 12.1.6 all of its employees, agents and Sub-Contractors assigned to the performance of the Services are appropriately trained and possess such skill, experience and qualifications necessary for the proper performance of the Services; and
 - 12.1.7 that the Services will be carried out in accordance with the general requirements of safety in terms of risk presented to the health and safety of persons.
- 12.2 If the Supplier receives written notice from the Customer of any breach of the warranties listed at clause 12.1 above, whether during the Term or following the termination or expiry of this Agreement, then the Supplier shall without delay and at its own expense remedy the defect or error in question.

- 12.3 The Supplier shall be liable to the Customer in respect of all Liabilities which the Customer may incur which arise from breach of any statement above or any other provision of this Agreement including those arising directly from:
- 12.3.1 any act, omission, default or negligence of the Supplier, or any Sub-Contractor of the Supplier and their respective employees or agents; and/or
 - 12.3.2 any injury (including death) to any persons or loss of or damage to any property,
 - 12.3.3 provided that the Supplier shall not be liable for any Liabilities to the extent that they result from any negligent act or omission of the Customer or its employees and provided that the Supplier's total maximum aggregate liability in connection with any Liabilities, this clause 12.3, the provision of the Services and/or this Agreement as a whole (howsoever it arises and including without limitation for breach of contract, breach of statutory duty, misrepresentation, negligence or tort and whether under this Agreement or agreement collateral to this) shall in no circumstances exceed £5 million. For the avoidance of doubt, the Supplier shall not be liable for any indirect loss, including but not limited to loss of: profit, business, contracts, revenues or anticipated savings or any special, indirect or consequential damage of any nature whatsoever.
- 12.4 Liability under clause 12.3 and/or any indemnity given by the Supplier in this Agreement is conditional on the Customer discharging the following obligations. If any third party makes a claim, or notifies an intention to make a claim, against the Customer which may reasonably be considered likely to give rise to a liability under any indemnity under this Agreement (**Claim**), the Customer shall:
- 12.4.1 as soon as reasonably practicable, give written notice of the Claim to the Supplier, specifying the nature of the Claim in reasonable detail;
 - 12.4.2 not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the Supplier (such consent not to be unreasonably conditioned, withheld or delayed);
 - 12.4.3 provide the Supplier with all assistance, information and documents required by the Supplier to investigate and defend, avoid, dispute or compromise the Claim; and
 - 12.4.4 be deemed to have given the Supplier sole authority to avoid, dispute, compromise or defend the Claim.

Nothing in this Agreement shall restrict or limit the Customer's general obligation at law to mitigate any loss it may suffer or incur in connection with clause 12.3 or as a result of an event that may give rise to a Claim.

13 Warranties

- 13.1 The Supplier shall on signature of this Agreement or within 14 Working Days of the Customer's written request so to do execute a deed of warranty in the form set out in Schedule 4 in favour of [●].
- 13.2 In the event that the Supplier sub-lets any part of the Services pursuant to clause 24 the Supplier shall within 14 Working Days of the Customer's request to do so procure that the Sub-Contractor executes as a deed a collateral warranty in favour

of the Customer [and •] in the form set out in Schedule 4 (mutatis mutandis) and deliver the same to the Customer.

13.3 If the Supplier fails to deliver any deed of warranty requested under this clause 13 within 14 Working Days of the request as aforesaid provided that the deed of warranty has been correctly presented to the Supplier for execution, the Customer shall not be obliged to make any further payment to the Supplier under this Agreement (or, in respect of warranties from Sub-Contractors, in respect of the elements of the Services performed by such Sub-Contractors) until such warranties are delivered duly executed to the Customer.

13.4 The Supplier shall ensure that all product guarantees, manufacturers' warranties and any other form of security it receives in relation to the Services are either addressed to the Customer or are assignable to the Customer. The Supplier shall on or before completion of the Services assign the benefit of such product guarantees and warranties to the Customer and shall supply evidence of such assignment to the Customer.

14 Access and facilities

14.1 Subject to clause 14.2, the Customer shall afford to the Supplier's authorised personnel (at all reasonable times and with prior agreement) such access to the Customer's premises in accordance with the Customer's security policies from time to time in force (but not exclusive access) as may be necessary for the performance of its obligations under this Agreement.

14.2 The Customer shall have the right to refuse admittance to, or order the removal from, its premises of any person employed by or acting on behalf of the Supplier or any Sub-Contractor who, in the opinion of the Customer (which shall be final), is not a fit and proper person to be at the Customer's premises.

14.3 Action taken under clause 14.2 shall immediately be confirmed in writing to the Supplier by the Customer and shall not relieve the Supplier of its obligations under this Agreement.

14.4 The Supplier shall take reasonable care to ensure that in the execution of the Services neither it nor any Sub-Contractor nor any personnel of any of them unnecessarily interferes with the operations of the Customer or any Group Company or their respective employees, agents and sub-contractors.

14.5 The Customer shall, upon request by the Supplier, make available to the Supplier such facilities and personnel in connection with the Services as may from time to time be agreed. The terms on which such facilities and personnel shall be made available shall be agreed at the relevant time following receipt of the Supplier's request.

14.6 [The Supplier may bring on to the Customer's premises such of the Supplier's materials as may be necessary for the proper performance of the Supplier's obligations under this Agreement and such other of the Supplier's materials as may be agreed by the Customer and it shall use reasonable endeavours to ensure that any such materials having a material value are clearly marked as belonging to the Supplier or any relevant third party.

- 14.7 The Supplier shall make good any damage to the Customer's premises caused by the presence of the Supplier's materials or arising as a consequence of the removal of the Supplier's materials from the Customer's premises.]⁹
- 14.8 The Supplier shall at all times whilst on the Customer's premises or on any other site whilst undertaking the Services comply with and ensure that its employees, agents and Sub-Contractors comply with:
- 14.8.1 all Applicable Laws relating to the provision of Services; and
- 14.8.2 all health and safety legislation; and
- 14.8.3 all security and safety regulations and rules from time to time in force on those premises or site and will be deemed to have full knowledge of such regulations, copies of which shall be supplied on request; and
- 14.8.4 all relevant policies of the Customer (copies of which shall be supplied on request).
- 14.9 The Supplier shall clear away and remove from the Customer's premises or any other site all installation plant, service material, rubbish and temporary works relating to the provision of the Services and leave the premises or site in clean and workmanlike condition at the end of each day. The Supplier may by prior arrangement with the Customer leave such equipment and spare parts on such premises or site as may be necessary to carry out its duties under this Agreement but does so at its own risk. For the avoidance of doubt, the Supplier shall not store any materials on the Customer's premises without prior written approval from the Customer.
- 14.10 [Where access to tenanted property(ies) of the Customer (or a Group Company) is required for the proper performance of the Services, the Supplier shall consult with the Customer (or relevant Group Company) and comply with the relevant access and tenant notification policies as notified by the Customer (or relevant Group Company) prior to accessing (or attempting to access) that property. Where this is in accordance with the relevant Applicable Law, the Customer (or relevant Group Company) may require that any persons accessing the relevant property(ies) have up to date "clean" DBS Checks.
- 14.11 The Supplier shall not enter a property to carry out any of the Services in the event that a child, children or a person or persons who appears to be under the age of 18 is present in the property either by themselves or without an adult who appears to be over the age of 18 also being present in the property.
- 14.12 In the event that the Supplier becomes aware that an occupier or occupiers of a premises where the Supplier is carrying out any of the Services appears to be vulnerable or at risk (a non-exclusive list of which includes an elderly person who appears frail or who is living in poor conditions; or a baby or child appears to be being treated badly by its parent or another person) it shall notify the Customer of its concerns immediately.
- 14.13 The Supplier shall:

⁹ Delete if not relevant to the services.

- 14.13.1 expeditiously investigate all claims for damage or loss to a tenant's goods, chattels, possessions and personal property; and
- 14.13.2 reimburse the tenant where the circumstances would indicate that such loss or damage may have been caused by the Supplier, its operatives, Sub-Contractors, agents or representatives; and
- 14.13.3 Indemnify the Customer against any claim made against the Customer for any such damage or loss that may have been caused by the Supplier, its operatives, Sub-Contractors, agents or representatives.]¹⁰

15 Information and assistance

15.1 The Supplier shall provide to the Customer:

- 15.1.1 all information as the Customer requires to ensure that the Services comply with and that the Customer fulfils its obligations under all Applicable Laws and industry codes of practice; and
- 15.1.2 all information relating to any possible risks to health and safety presented by the Services.

15.2 The Supplier shall be responsible for and shall pay any extra costs occasioned by any discrepancies, errors or omissions in documentation or other information supplied in writing by it, whether they have been approved by the Customer or not, provided that such discrepancies, errors or omissions are not due to inaccurate documentation and information supplied or decisions made in writing by the Customer to the Supplier.

15.3 The Customer may request, and the Supplier agrees to provide, the Supplier's assistance and co-operation in developing electronic procurement and electronic invoicing procedures throughout the Term. Both Parties agree that title to any Intellectual Property Rights which result from the development of such procedures shall vest entirely in the Customer.

16 Not used

17 Insurance

17.1 The Supplier shall take out and maintain throughout the period from the commencement of its obligations under this Agreement an annually renewable professional indemnity insurance policy with insurers of substance and repute which shall apply in respect of all matters arising in relation to the Services which are the responsibility of the Supplier under the terms of this Agreement for an indemnity limit of not less than five million pounds sterling (£5,000,000) for each and every claim and without unusual or onerous conditions or excesses, employer's liability insurance of not less than five million pounds sterling (£5,000,000) for each and every incident and public liability insurance of not less than five million pounds sterling (£5,000,000) per occurrence in respect of personal injury and property damage provided that such cover remains available to organisations of equivalent

¹⁰

Delete if the services are not being provided in relation to occupied properties.

size and type to the Supplier's practice/organisation on commercially reasonable terms.¹¹

- 17.2 The Supplier shall without undue delay inform the Customer if such insurance is not maintained or renewed or for any reason becomes void or unenforceable or ceases to be available on commercially reasonable terms in order that the Supplier and the Customer can discuss reasonable means of protecting the Customer and the Supplier shall take such reasonable steps as may be requested by the Customer.
- 17.3 The Supplier shall when reasonably required to do so from time to time produce to the Customer for inspection documentary evidence that such insurance is being properly maintained.
- 17.4 The Supplier will provide all facilities, assistance and information reasonably required by the Customer or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the performance of this Agreement.

18 Performance monitoring

- 18.1 The Supplier shall at all times whilst on the Customer's premises or on site comply with and procure that its employees, agents and Sub-Contractors comply with this Agreement including any policies or other documents referred to in it (copies of which shall be supplied on request).
- 18.2 The Customer or the Customer's representative may ask the Supplier to draw up an action plan (an Action Plan) to rectify any non-performance with the documents referred to in clause 18.1 identified by the Customer, and the Supplier shall submit an Action Plan to the Customer for approval within the Customer's requested timescales.
- 18.3 The Customer shall be entitled to terminate this Agreement with thirteen (13) weeks written notice to the Supplier in the event of the Supplier failing to implement any Action Plan issued pursuant to clause 18.2 within the Customer's requested reasonable timescales].

19 Force majeure

- 19.1 Neither the Supplier nor the Customer shall be liable to the other or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Services, if the delay or failure was beyond that Party's reasonable control.
- 19.2 Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond either Party's reasonable control:

19.2.1 act of God, act of terrorism, explosion, flood, tempest, or fire; or

¹¹ Appropriate levels of insurance to be confirmed on a case by case basis.

- 19.2.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition; or
- 19.2.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority; or
- 19.2.4 import or export regulations or embargoes; or
- 19.2.5 difficulties in the market in obtaining raw materials, fuel, parts or machinery; or
- 19.2.6 power failure or breakdown in machinery; or
- 19.2.7 weather conditions which the Met Office records in the area nearest to the area in which the Services are being performed as being exceptionally adverse for the time of year,

provided that no cause(s) shall constitute an acceptable reason for delay or failure under clause 19.1 where the Services are specifically related to providing support or assistance to the Customer, a Group Company, their property or their tenants in the event of such cause(s) occurring.

20 Termination after specified events

- 20.1 This Agreement or any schedule or part of a schedule may be terminated with immediate effect by the Customer giving written notice of termination to the Supplier on or at any time after the occurrence of an event specified in clause 20.2.
- 20.2 The events are:
 - 20.2.1 the Supplier committing a material breach of this Agreement which is incapable of remedy; or
 - 20.2.2 the Supplier committing a material breach of an obligation under this Agreement which is capable of remedy and failing to remedy the breach within fourteen (14) Working Days starting on the day after receipt of written notice from the Customer giving reasonable details of the breach and requiring the Supplier to remedy the breach; or
 - 20.2.3 the Supplier committing more than one breach of this Agreement, the cumulative effect of such breaches being:
 - (a) sufficient to justify the inference that the Supplier would continue to deliver a substandard performance over the entire remaining period of the Term; or
 - (b) serious in the widest sense of having a serious effect on the benefit which the Customer would have otherwise derived over the entire unexpired period of the Term (in the opinion of the Customer whose opinion shall be final); or

- 20.2.4 a change in legislation, change of control of the Customer, merger or takeover, or other significant business reason reducing or eliminating the Customer's requirements for the Services; or
 - 20.2.5 any representation or warranty made or repeated by the Supplier in this Agreement or any Document referred to in it or in connection with this Agreement shall prove to have been incorrect or misleading in any respect as at the time made or repeated; or
 - 20.2.6 the Supplier stops payment of its debts or ceases or threatens to cease to carry on its business or substantially the whole of its business or is unable to pay its debts as they fall due or is deemed unable to pay its debts or enters into any arrangements with its creditors generally; or
 - 20.2.7 the Supplier suffers an Insolvency Event; or
 - 20.2.8 it becomes unlawful for the Supplier to perform all or any of its obligations under this Agreement or any document referred to in it or any authorisation, approval, consent, licence, exemption, filing, registration, notarisation or other requirement of any governmental, judicial or public body or authority necessary to enable the Supplier to comply with its obligations under this Agreement or any document referred to in it or to carry on its business is not obtained or, having been obtained, is modified, revoked, suspended, withdrawn or withheld or fails to remain in full force and effect; or
 - 20.2.9 the Supplier (being a natural person) shall die or become mentally incapacitated, or (being a partnership or other unincorporated association) shall be dissolved or become subject to any bankruptcy or analogous insolvency procedure in any jurisdiction; or
 - 20.2.10 any event analogous to those set out in clauses 20.2.7 to 20.2.10 shall occur in any jurisdiction in which the Supplier is incorporated or resident or carries on business.
- 20.3 This Agreement or any schedule or part of a schedule may be terminated with immediate effect by the Supplier giving written notice of termination to the Customer on or at any time after the occurrence of an event specified in clause 20.4.
- 20.4 The events are:
- 20.4.1 the Customer committing a material breach of this Agreement which is incapable of remedy; or
 - 20.4.2 the Customer committing a material breach of an obligation under this Agreement which is capable of remedy and failing to remedy the breach within fourteen (14) Working Days starting on the day after receipt of written notice from the Supplier giving reasonable details of the breach and requiring the Customer to remedy the breach; or
 - 20.4.3 the Customer stops payment of its debts or ceases or threatens to cease to carry on its business or substantially the whole of its business or is unable to pay its debts as they fall due or is deemed unable to pay its debts or enters into any arrangements with its creditors generally; or

- 20.4.4 the Customer suffers an Insolvency Event; or
- 20.4.5 it becomes unlawful for the Customer to perform all or any of its obligations under this Agreement or any document referred to in it or any authorisation, approval, consent, licence, exemption, filing, registration, notarisation or other requirement of any governmental, judicial or public body or authority necessary to enable the Customer to comply with its obligations under this Agreement or any document referred to in it or to carry on its business is not obtained or, having been obtained, is modified, revoked, suspended, withdrawn or withheld or fails to remain in full force and effect; or
- 20.4.6 any event analogous to those set out in clauses 20.2.7 to 20.2.10 shall occur in any jurisdiction in which the Supplier is incorporated or resident or carries on business.
- 20.5 For the purposes of clauses 20.2.1, 20.2.2, 20.4.1 and 23.2.2:
- 20.5.1 a breach is capable of remedy if the non-defaulting party has agreed with the defaulting party that time is not of the essence in performance of the obligation breached and if the defaulting party can comply with that obligation within the fourteen (14) Working Day period; and
- 20.5.2 a breach can be material irrespective of whether any actual loss has been incurred or will be incurred as a consequence of the breach or intended breach and a material breach means a breach (including an anticipatory breach) which is serious in the widest sense of having a serious effect on the benefit which the non-defaulting party would otherwise derive from a substantial portion of this Agreement over the Term.
- 20.5.3 If any of the events specified in clauses 20.4.3 to 20.4.5 occur the non-defaulting party shall be entitled to give the administrative receiver, administrator, liquidator or other similar person appointed in relation to the defaulting party the option of carrying out this Agreement subject to his providing a guarantee for the due and faithful performance of this Agreement up to an amount to be agreed with the non-defaulting party.
- 20.5.4 [In the event of termination under this clause 20 by the Customer, the Customer shall have the right, by prior notice to the Supplier, to enter the Supplier's premises for the purpose only of removal of any items of equipment or materials which are clearly marked as being the property of the Customer.]¹²
- 20.5.5 The Customer may terminate the provision of the Services or any part thereof at any time and for any reason giving the Supplier not less than ninety (90) calendar days written notice of termination. The Customer and the Supplier will discuss arrangements for the orderly completion of Orders in hand and, for the avoidance of doubt, the Supplier's obligations under this Agreement shall continue during the ninety (90) calendar day notice period.

¹²

Delete if no items or equipment are being provided to the Supplier

21 Effects of termination

- 21.1 Any expiry or termination of this Agreement or any Order for whatever reason shall not affect any rights, remedies or liabilities which have accrued on or before the date of termination or expiry.
- 21.2 Upon termination or expiry of this Agreement or the Schedules for whatever reason the Supplier shall return to the Customer the originals and any copies of any Documents or materials in its possession or control (including those stored electronically) which contain or record any of the Confidential Information of the Customer or any Group Company which have been provided to it by the Customer or Group Company.
- 21.3 In respect of the period between the date that notice of termination is given and the effective date of termination (the **Termination Date**) the Supplier shall continue to perform the Services, and shall use all reasonable endeavours to ensure that the termination of this Agreement (or of the provision of the Services) is effected as efficiently as possible and shall co-operate fully with the Customer and any person appointed by the Customer to provide Services so as to ensure the uninterrupted provision of Services to the Customer.
- 21.4 The Supplier shall within three (3) Working Days after the Termination Date deliver up to the Customer all materials supplied by the Customer together with all work performed up to and including the Termination Date and any materials incorporating any Confidential Information of, or relating to, the Customer or any Group Company and all copies thereof and destroy or erase any Confidential Information of, or relating to, any Group Company contained in any materials prepared by or on behalf of the Supplier or recorded in any memory device and within fourteen (14) calendar days after the Termination Date the Supplier shall certify in writing to the Customer that the Supplier has fully complied with its obligations under this clause 21.4.
- 21.5 The Supplier shall within five (5) Working Days of the Termination Date return to the Customer any payments which may have been made in respect of Services which have not been performed as at the Termination Date.
- 21.6 In the event of termination following the occurrence of an event specified in clause 20.2 or clause 18.3, the Customer may complete the Services using (an)other supplier(s) and the Customer shall not be bound to make any further payment to the Supplier. Once the full and final cost of completion of the Services by (an)other supplier(s) has been ascertained, if such amount, when added to the amounts already paid by the Customer to the Supplier in respect of the Services prior to the Termination Date, exceeds the Price, then the difference shall be payable to the Customer by the Supplier.
- 21.7 The Supplier acknowledges and agrees that upon termination of this Agreement, for whatever reason, the Customer must be able to ensure that any successor supplier (the **Successor**) will be able to take on and successfully perform duties and obligations (the **Duties**) which are the same as or similar to the duties and obligations of the Supplier under this Agreement. As a condition of this Agreement, the Supplier undertakes that it shall, at its own cost, provide such services, assistance, licences, documentation and information and do such things as the Customer or any actual or proposed Successor may reasonably request to ensure

an orderly and efficient handover of Duties to the Successor and to ensure that any Successor is able to provide services to the Customer which are the same as or similar to those provided by the Supplier under this Agreement.

- 21.8 For the avoidance of doubt, the provisions of this Agreement expressed to have effect after termination or expiry shall do so following termination or expiry for whatever reason.

22 Waiver

- 22.1 No failure to exercise or any delay in exercising any right or remedy under this Agreement shall operate as a waiver of it or of any other right or remedy under it. No single or partial exercise of any such right or remedy shall prevent any further or other exercise of it or the exercise of any other right or remedy.
- 22.2 Any waiver given by the Customer must be in writing and expressly stated by an authorised representative of the Customer to be a waiver. Such a waiver will only apply to the specific events to which it is stated to relate and not to any other events, whether past or future.
- 22.3 The rights and remedies provided by this Agreement are cumulative and (unless otherwise provided in this Agreement) are not exclusive of any rights or remedies provided by law or by this Agreement.

23 Confidentiality

- 23.1 Except as permitted by this Agreement, neither Party shall use or disclose to any third party any of the other Party's Confidential Information without the prior written consent of that other Party.
- 23.2 The provisions of clause 23.1 shall not apply to:
- 23.2.1 any information which is or becomes public knowledge otherwise than through any breach of this Agreement or any other contract between the Supplier and any Customer or Group Company; or
 - 23.2.2 any information which can be demonstrated by documentary evidence to have been in the possession of the receiving Party before being divulged to it by the disclosing Party; or
 - 23.2.3 any information obtained from a third party who is free to divulge it without breaching any duty of confidentiality; or
 - 23.2.4 any information which is ordered to be disclosed by a court or tribunal of competent jurisdiction or which must be disclosed as a result of governmental regulation.
- 23.3 The Supplier shall divulge Confidential Information only to those of its employees who are directly involved in the performance of this Agreement and shall ensure that such employees are aware of and comply with these obligations as to confidentiality and that its Sub-Contractors are bound by the requirements of this clause 23 as if they were a Party to this Agreement.

- 23.4 The provisions of this clause 23 shall continue in force notwithstanding the termination of this Agreement for any reason.

24 Assignment and sub-contracting

- 24.1 The Customer may at any time assign the benefit of this Agreement and/or any rights arising under it subject to a maximum of two such assignments and/or by way of a charge to any mortgagee of the relevant property on notice to the Supplier without the consent of the Supplier being required.
- 24.2 The Supplier shall not without the prior written consent of the Customer, which shall not be unreasonably withheld or delayed, dispose of or deal in any other manner with this Agreement or any of its rights or beneficial interests under it, or purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement.¹³

25 Representatives

- 25.1 Each Party will nominate in writing upon the signing of this Agreement the person 25.1 who will act as its nominated contact for the purposes of this Agreement and who will be responsible for providing any information which may be required by the other Party to perform its obligations under this Agreement.

26 Performance by Employees and Sub-Contractors

- 26.1 If an employee or Sub-Contractor of the Supplier (or any employee of a Sub-Contractor of the Supplier) assigned to the performance of this Agreement is judged by the Customer's representative not to be performing satisfactorily this will be drawn to the attention of the Supplier's nominated representative. A clear statement of the required change in performance will be established. If the employee or Sub-Contractor in question is unable to meet this standard of performance with immediate effect, the Supplier will replace that person without delay.

27 Employees, [TUPE]¹⁴ and [section 20 of the Landlord and Tenant Act 1985]¹⁵

- 27.1 [In relation to the Services, the Supplier shall, when requested by the Customer to do so, provide such information, co-operation and assistance as the Customer may require and in sufficient time to enable the Customer to fully comply with its obligations under section 20 of the Landlord and Tenant Act 1985 (as amended by section 151 of the Commonhold and Leasehold Reform Act 2002) in relation to consulting with tenants and recognised tenants associations on the carrying out of works and/or services for which contributions from such tenants may be reasonable under the terms of their leases with the Customer.]¹⁶

¹³ To be considered if particular subcontractors or consultants are known to be required and can be pre-agreed

¹⁴ Delete if not applicable

¹⁵ Delete if not applicable

¹⁶ Delete if s20 is not applicable

- 27.2 In all its activities carried out pursuant to this Agreement the Supplier shall comply with and shall ensure that its employees, agents and their employees and agents comply with the Equality Act 2010 and any relevant statutory instruments, official guidance and codes of practice issued in relation to the same.
- 27.3 The Supplier acknowledges that the Customer may have public sector equality duties under the Equality Act 2010. The Customer may having regard to these duties make requests or issue instructions to the Supplier (relating to the supply of information, monitoring and other matters) for the purposes of ensuring that the Supplier is not in breach of the Equality Act 2010 and that the conduct or practices of the Supplier will not result in the Customer being in breach of its obligations under the Equality Act 2010 and any associated codes of practice. Furthermore the Supplier warrants it will comply with all those obligations placed upon the Customer by the Equality Act 2010 or otherwise required by statutory enactment and will indemnify the Customer for any loss, expense or damage incurred as a result of any breach of such obligations. Without prejudice to the generality of this clause 27 the Customer may require the Supplier to comply at no cost to the Customer with the Customer's equality and diversity policies (which shall be made available on request) or to have policies which have been approved by the Customer.

28 Not used.

29 Anti-corruption

29.1 The Supplier undertakes to the Customer that:

- 29.1.1 it has not and its current and former directors, officers and employees have not and shall not engage in any Corrupt Activity; and
- 29.1.2 it has not and its current and former directors, officers and employees have not and shall not engage in any activity, practice or conduct which could or would place the Customer in breach of section 7(1) of the Bribery Act; and
- 29.1.3 it has and shall maintain and implement:
- (a) procedures to ensure compliance with clauses 29.1.1 and 29.1.2; and
 - (b) procedures to ensure compliance with the Customer's Gifts and Hospitality Policy as updated from time to time; and
 - (c) adequate procedures designed to prevent any Associated Person from undertaking any Corrupt Activity and/or conduct that would give rise to an offence under section 7 of the Bribery Act; and
- 29.1.4 it shall include undertakings similar to those contained in this clause 29.1 in any contract it may enter into with Sub-Contractors and provisions similar to those contained in clause 29.2 which shall be capable of enforcement directly by the Customer pursuant to the Contracts (Rights of Third Parties) Act 1999; and
- 29.1.5 from time to time, at the reasonable request of the Customer, it will confirm in writing that it has complied with its undertakings under clauses 29.1.1 to 29.1.3 inclusive and will provide any information reasonably requested by the Customer in support of such compliance.

- 29.2 The Supplier shall maintain adequate records to assist in verifying its compliance with the provisions of this clause 29 (including without limitation books of account showing all payments made by the Supplier in connection with this Agreement) and shall permit the Customer and its third party representatives, on reasonable notice during normal business hours, but without notice in the case of any reasonably suspected breach of clauses 29.1.1 to 29.1.3 inclusive, to access and take copies of such records and to meet with the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 29. The Supplier shall give all necessary assistance to the conduct of such audits and the Customer shall use reasonable endeavours to minimise any undue interference with the Supplier's business and the operation of the relevant site.
- 29.3 Audit access by any third party representative of the Customer in accordance with clause 29.2 shall be subject to such representative agreeing to be bound by confidentiality obligations equivalent to those in clause 23 in respect of the information obtained provided that all information obtained may be disclosed to the Customer.
- 29.4 The Supplier shall indemnify the Customer against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, the Customer as a result of any breach of this clause 29 by the Supplier or any breach of provisions equivalent to clauses 29.1 and 29.2 in any contract with a Sub-Contractor.
- 29.5 In the event of breach of clauses 29.1.1 or 29.1.2 or if an Associated Person (or anyone employed by or acting on behalf of an Associated Person) engages or has engaged in a Corrupt Activity or any activity, practice or conduct which could or would place the Customer in breach of section 7(1) of the Bribery Act the Parties agree that the Customer shall be entitled to act in accordance with clauses 29.5.1 to 29.5.5 below, as appropriate:
- 29.5.1 if the breach is committed by the Supplier or by a director, officer or employee not acting independently of the Supplier the Customer may terminate this Agreement; and/or
- 29.5.2 if the breach is committed by a director, officer or employee acting independently of the Supplier the Customer may give notice to the Supplier of termination and this Agreement shall terminate unless within fourteen (14) calendar days of receipt of such notice the Supplier terminates the director, officer or employee's employment and if necessary procures the performance of such part or parts of the Services by another person; and/or
- 29.5.3 if the breach is committed by an Associated Person or by a director, officer or employee of the Associated Person not acting independently of the Associated Person then the Customer may give notice to the Supplier of termination and this Agreement will terminate unless within twenty eight (28) calendar days of such notice the Supplier terminates the relevant sub-contract or supply agreement and procures the performance of such Services by another person; and/or
- 29.5.4 if the breach is committed by a director, officer or employee of an Associated Person acting independently of the Associated Person then the

Customer may give notice to the Supplier of termination and this Agreement will terminate unless within twenty eight (28) calendar days of receipt of such notice the Associated Person terminates the director, officer or employee's employment and (if necessary) procures the performance of such part of the Services by another person; and/or

- 29.5.5 if the breach is committed by any other person not specified in clauses 29.5.1 to 29.5.4 then the Customer may give notice to the Supplier of termination and this Agreement will terminate unless within twenty eight (28) calendar days of receipt of such notice the Supplier procures the termination of such person's employment and of the appointment of their employer (where not employed by the Supplier or the sub-contractor or supplier) and if necessary procures the performance of such part of the Services by another person.
- 29.6 In the event of breach of clause 29.1.3 by the Supplier the Customer may give notice to the Supplier of termination and this Agreement shall terminate unless within fourteen (14) calendar days of receipt of such notice the Supplier remedies such breach.
- 29.7 In the event of any termination under clause 29.5 or 29.6 the Parties agree that the Customer shall be entitled by notice in writing to the Supplier to terminate the Supplier's employment under any other contract between the Parties (whether in relation to the Services or otherwise) and any such termination shall be deemed to be termination for Supplier default.
- 29.8 The provisions of clause 20 and 21 (including 21.5) inclusive apply to any termination under clauses 29.5 or 29.6.

30 Community benefit

- 30.1 The Supplier shall, where required by the Customer, partake in community benefit initiatives, including implementing any actions required to comply with the Customer's Community Benefit Strategy.
- 30.2 The Supplier shall nominate an individual to liaise with the Customer's representative and provide the Customer's representative with information as required to demonstrate the Supplier's compliance with any community benefit initiatives and/or the Community Benefit Strategy.
- 30.3 The Supplier shall provide to the Customer's representative on a monthly basis, a report (in a format to be agreed with the Customer) providing details of the various community benefit activities delivered in the month.
- 30.4 The Supplier and the Customer's representative shall attend a meeting (to be convened by the Customer's representative) after completion of the provision of Services to review the completed Services and the Supplier's participation in community benefit initiatives, and to consider the scope for further improvement on future contracts.