

Guidance to using this contract

This contract is the Goldsmiths standard contract for Service provision. It is predominantly used for activities that do require a more substantial services supplier contract, normally because we are procuring services that are either significant, or being delivered over a prolonged period of time. It is usually provided as our proposed template for services when tendering for service suppliers

Amending this contract

This contract is quite long and therefore rather than list each clause individually, we have highlighted clauses in the following way:

- Grey clauses can be amended by finance/ procurement colleagues.
- Green clauses can be amended in consultation with Legal Services
- Yellow clauses would need to be completed by someone involved with the project or activity
- Clauses that are not highlighted generally either do not need amending, or should not be amended normally. Requests to changes any of these should be referred to Legal Services.

Legal assistance

Colleagues can contact Legal Services (legal@gold.ac.uk) at any point if they need assistance with this contract, or any contract.

It may be that this template is not suitable for specific service provisions/ procurement. Colleagues can discuss contractual or general legal needs with Legal Services before going out to tender.

Goldsmiths' College
Standard Services Contract
[date]

THIS CONTRACT dated _____ is made **BETWEEN:**

1. **Goldsmiths' College** (also known as "Goldsmiths, University of London"), a body incorporated by Royal Charter with registered number RC000715 whose administrative offices are at new Cross, London SE14 6NW, United Kingdom ("**Goldsmiths**");
and
2. **[Supplier details]** ("**Supplier**")

(Individually a **Party**, together **Parties**)

1. DEFINITIONS

Associated Company	shall mean any other body corporate controlled by or controlling the Supplier where "control" has the meaning assigned by Section 840 of the Income and Corporation Taxes Act 1988.
Authorised Officer	means any individual within the Authority notified to the Supplier in writing as being an Authorised Officer.
Authority	means Goldsmiths College (also known as 'Goldsmiths, University of London'), a body incorporated by royal charter with registered number RC000715, whose administrative offices are at New Cross, London, SE14 6NW
Charges	Means the Charges agreed between the Parties, the price for the Services, in accordance with this Contract and Schedule 1 (pricing schedule)
Commencement Date	means the date stated in Clause 2
Contract	shall mean this Contract, including its Schedules and any associated [tender documentation]
Contract Manager	means the person appointed by the Supplier with overall, local responsibility for the operation of the Contract including being the main point of escalation
Contract Period	means the period stated in Clause 2

Employee	means any employee of, director of, or sub-contractor to the Supplier
Expiry Date	means the date stated in Clause 2.
FOIA	means the Freedom of Information Act 2000 and any subsequent regulations
FOIA Exemption	means any applicable exemption to the FOIA including, but not limited to, confidentiality (Section 41 FOIA), trade secrets (section 43 FOIA) and prejudice to commercial interests (Section 43 FOIA)
Force Majeure Event	Acts of God, flood, drought, earthquake, other natural disaster, epidemics, pandemics, terrorist attacks, civil war, riots, war, threats or preparation for war, armed conflict, an law or action taken by a government or official authority imposing restrictions on the type of activities governed by this Contract, any labour or trade dispute, interruption or failure of utility services.
Personnel	means anyone employed by the Supplier, or contracted by the Supplier and can include independent contractors, consultants or employees of the Supplier
Premises	mean those parts of the buildings or grounds of the Authority
Pricing Schedule	means the schedule or document containing information on rates, charges and prices submitted at tender stage and updated as appropriate as a result of any Contract variation
Programme Plan	means the programmes of work showing details of activities and resources submitted by the Supplier in accordance with the requirements of the Specification
Services	means the services, including the provision of any deliverables, to be provided by the Supplier under the

	Contract as set out in the Specification
Specification	means the specification document in Schedule 2 issued by the Authority, which details the Services, and any modification thereof or in addition thereto, as may from time to time be issued in writing by the Authority
Supplier	means the person named as Supplier in the Award Letter
Tender	means the Supplier's proposal to provide the Services dated prior to the Commencement Date
Week	means 7 consecutive days starting on Monday and ending on the following Sunday
Working Day	means a 24-hour period commencing at midnight, excluding Saturdays, Sundays and Bank Holidays

1.1. Unless the context requires otherwise, throughout this Contract:

- 1.1.1.any reference to a person includes reference to any individual, company, corporation, other body corporate, unincorporated association, joint venture or partnership;
- 1.1.2.references to the masculine or feminine gender include references to the other and references to the singular include references to the plural (and vice versa);
- 1.1.3.a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and includes and subordinate legislation for the time being in force made under it;
- 1.1.4.reference to written or in writing includes e-mail form;
- 1.1.5.any schedules or annexes to form part of the Contract and will have the same force and effect as if expressly set out in the body of this Contract; and
- 1.1.6.any phrase introduced by the term "includes", "including", "in particular" or similar shall be construed as illustrative and shall not limit the sense of the words following that phrase.

BACKGROUND

- 1.1. The Authority placed a contract notice (reference [insert]) on [date] in [location] seeking expressions of interest from potential providers for the provision of Services.
- 1.2. Following a competitive process, the Authority has selected the Supplier to provide the Services and the Supplier is willing and able to do so in accordance with the terms and conditions set out in this Contract.

2. THE CONTRACT

- 2.1. This Contract shall commence on the Commencement Date and continue until the Expiry Date (the “**Contract Period**”) unless terminated in accordance with Clause 25.
- 2.2. The Authority shall have the option of extending the Contract Period by up to one year from the initial Expiry Date, provided written notice is given to the Supplier. Any price increase associated with such an extension is limited to the increase in RPI from the Commencement Date to the initial Expiry Date of the Contract.
- 2.3. The Authority and the Supplier shall be bound by these conditions and any amendment thereof for all extensions granted under this Contract.

3. THE AUTHORITY’S STATUS

- 3.1. Save as otherwise expressly provided, the obligations of the Authority under this Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Authority to the Supplier.
- 3.2. The Authority may from time to time in writing inform the Supplier that they have authorised another person to act on their behalf either generally in respect of the Contract or specifically in respect of particular elements of the Contract.

4. THE SUPPLIER’S STATUS

- 4.1. At all times during the Contract Period the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

5. SUPPLIER’S WARRANTY

- 5.1. The Supplier acknowledges and confirms that:

- 5.1.1. The Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary for the performance of its obligations under this Contract;
- 5.1.2. it has made or shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority; and
- 5.1.3. it has entered into this Contract in reliance of its own due diligence.
- 5.2. Except as provided in this Contract, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded to the extent that such exclusions are prohibited by law.
- 5.3. The Supplier:
 - 5.3.1. warrants and represents that all information and statements made by the Supplier as part of the procurement process, including without limitation the Suppliers tender or response to any pre-qualification questionnaire (if applicable) remains accurate and is not misleading except where such inaccuracies or misstatements have been explicitly disclosed to the Authority in writing prior to execution of this Contract;
 - 5.3.2. shall promptly notify the Authority in writing if it becomes aware during delivery of the Services and/or performance of this Contract of any inaccuracies, or changes in relation to any information provide to it by the Authority which materially affects it ability to perform the Services; and
 - 5.3.3. shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with Clause 5.3.2 except where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by, or on behalf of, the Authority and the Supplier could not have known that the information was incorrect or misleading at the time the information was provided.
- 5.4. Nothing in Clause 5.3.3 shall exclude or limit the liability of the Authority for fraud or fraudulent misrepresentation.

6. THE SERVICES

- 6.1. The Supplier shall provide the Services to the Authority with effect from the Commencement Date and throughout the Contract Period (including if extended in accordance with Clause 2.).
- 6.2. In the event that the Supplier does not) comply with the provisions of Clause 6.1 in any way, the Authority may serve the Supplier with a notice setting out the details of the Supplier's default ("**Default Notice**").
- 6.3. The Default Notice shall set out the details of the Supplier's default, a timescale for remedy (if practical) and the financial implications (if applicable).

- 6.4. The Supplier shall provide the Services, or procure that they are provided:
- 6.4.1. with reasonable care and skill and in accordance with best practice in the applicable industry;
 - 6.4.2. in accordance with the Authority's policies as set out in Schedule 2; and
 - 6.4.3. in accordance with all applicable law.
- 6.5. The Supplier shall ensure that all approvals, certificates, authorisations, permissions, licenses, permits, regulations and consents necessary from time to time are in place to provide the Services and the Authority shall not (unless agreed in writing) incur any additional costs associated with obtaining or maintaining or complying with the same.
- 6.6. The Supplier shall not undertake any actions or work beyond that permitted by the terms of the Contract and specification either on their own initiative or upon direction of a third party without the prior written approval of the Authority.
- 6.7. The Authority shall have full power and authority to supply, and shall supply, to the Supplier from time to time during the performance of the Services such modified instructions as shall in the Authority's opinion be necessary for the purpose of the Services and the Supplier shall carry out and be bound by the same.

7. PRICE AND PAYMENT FOR SERVICES

- 7.1. In consideration for performance of the Services, the Authority will make payments in accordance with Schedule 1 to the Supplier ("**the Charges**").
- 7.2. The Supplier shall comply with the finance procedures of the Authority as set out in Schedule 1
- 7.3. The Authority shall be entitled to amend the Charges if:
- 7.3.1. the Services are not carried out as agreed;
 - 7.3.2. the Services have not been carried out in accordance with Clause 6.4; or
- 7.4. The Authority shall pay all invoices in accordance with the procedures set out in Schedule 1 unless the Authority disputes all or part of any invoice. Any amount not in dispute shall be paid by the Authority provided that the dispute is in good faith and interest due on any disputed sums shall not accrue until a period of at least 7 working days has passed.
- 7.5. In the event that the Authority disputes all or part of any invoice the Parties shall attempt to resolve the dispute in good faith. If the dispute cannot be resolved between the Parties, then either Party may request that the matter is referred to arbitration in accordance with Clause 35.
- 7.6. The Supplier shall not be entitled to delay, suspend or terminate performance of the Services whilst any dispute is ongoing in accordance with Clause 7.5.
- 7.7. Payment of invoices by the Authority in accordance with this Clause 7 and Schedule 1 shall not constitute acceptance by the Authority of any part of the Services. The Authority may still dispute any invoices and in the event that a dispute is raised by the

Authority, the Supplier must provide an initial response within 2 working days and a resolution within 7 working days.

- 7.8. The Charges payable under this Contract are **exclusive** of Value Added Tax (“**VAT**”) which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.
- 7.9. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier’s failure to account for, or to pay, any VAT relating to payments made to the Supplier under this Contract.

8. COMPLIANCE

- 8.1. The Supplier shall (and shall procure that the Supplier’s Personnel will) perform its obligations under this Contract in accordance with:
- 8.1.1. all applicable law regarding health and safety, including but not limited to, the Health and Safety at Work Act 1974 and all associated regulations, codes of practice and guidance notes; and
 - 8.1.2. the Authority’s applicable policies as set out in Schedule 2 and safe working practices;
 - 8.1.3. all applicable legal requirements of the Control of Substances Hazardous to Health Regulations 2002, in particular regarding personnel training and the use of protective equipment;
 - 8.1.4. all applicable equality law (whether in relating to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise); and
 - 8.1.5. any other requirements and instructions which the Authority reasonably imposes in connection with any equality or health and safety obligations imposed on the Authority at any time.
- 8.2. Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract.
- 8.3. The Supplier shall instruct its Personnel to adopt all necessary associated safety measures in order to manage any such material health and safety hazards.
- 8.4. The Supplier acknowledges that the Authority is bound by the Human Rights Act 1998 (“**HRA**”) and shall not do, or allow to be done on its behalf, anything that may put the Authority at risk of being in breach of its legal obligations under the HRA.
- 8.5. The Supplier shall ensure that a comprehensive risk assessment is undertaken prior to the commencement of any Services if necessary.

9. SUPPLIER’S PERSONNEL

- 9.1. At all times the Supplier shall ensure that:

- 9.1.1. each of the Supplier's Personnel is suitably qualified, adequately trained and capable of providing the applicable Services;
 - 9.1.2. there is an adequate number of Supplier's Personnel to provide the Services properly (if applicable);
 - 9.1.3. all Personnel comply with the Authority's policies as set out in Schedule 2;
 - 9.1.4. all Personnel performing the Services have the right to work in the United Kingdom in accordance with the Prevention of Illegal Working Regulations (and copies of right to work documentation shall be retained by the Supplier and made available to the Authority upon written request;
 - 9.1.5. it maintains up-to-date personnel records for each of the Supplier's Personnel involved in the performance of the Services and shall provide such details to the Authority when reasonably requested (the Supplier must at all times ensure that it has the right to provide these records in accordance with the Data Protection Act 1998 and subsequent data protection legislation);
 - 9.1.6. it will take all reasonable steps to ensure that no unauthorised persons enter the Authority's Premises whilst the Services are being performed, for example, this include friends, family members and children of Personnel.
- 9.2. The Authority may refuse or terminate access to a member of the Supplier's Personnel if it is not satisfied that the individual has the correct permission to work in the United Kingdom.
- 9.3. The Supplier is responsible for all income and other taxes, national insurance contributions and pension payments arising out of the employment status for each of its Personnel and shall indemnify and keep indemnified the Authority in respect of such payments.
- 9.4. The Authority may refuse to grant access to its premises, or remove from its premises, any of the Supplier's Personnel who do not comply with this Clause 9 or otherwise become unsuitable for any reason in the Authority's opinion. If this applies, the Supplier shall promptly provide a substitute who is able to provide the Services in accordance with this Contract.
- 9.4.1. The Authority shall not be liable for any costs to the Supplier or the Supplier's Personnel arising out of its decision to refuse or terminate access in accordance with Clause 9.4.
- 9.5. For a period of exactly 6 calendar months from the Expiry Date of this Contract, the Authority shall be entitled to offer a contract of employment to any Personnel as it sees fit subject to prior written consent of the Supplier, and such consent shall not be unreasonably withheld.
- 9.6. After a period in excess of 6 calendar months the Expiry Date of this Contract, the Authority shall be entitled to offer a contract of employment to any Personnel as it sees fit without consent of the Supplier.

The Authority shall not be required to make any payments to the Supplier in the event that it exercises its rights under Clauses 7.5 and 7.6.

10. MONITORING AND AMENDING THE SERVICES

- 10.1. The Authority may monitor the performance of the Services provided by the Supplier.
- 10.2. The Supplier shall co-operate and shall procure that any of its sub-contractors co-operate with the Authority in carrying out monitoring of the Services at no additional cost to the Authority.
- 10.3. The Supplier shall provide any programme plans in accordance with the timescales set out in the original Specification and shall notify the Authority immediately if progress falls behind any such programme.
- 10.4. The Contract Manager shall upon request submit a full written report to the Authority on the performance achieved by the Supplier, including consideration of any significant problems or difficulties that have arisen and the actions taken.
- 10.5. The Contract Manager shall attend a meeting with the Authority when requested to do so to present their report and/or answer any questions regarding the Services.
- 10.6. The Authority shall have the right to check the progress of the Supplier and any sub-contractor including at their place of business as appropriate. Any inspection or approval by the Authority shall not relieve the Supplier from their obligations under this Contract
- 10.7. The Parties agree to undertake period reviews of the Services being provided at **least every 6 months**, or when at frequencies reasonably requested by the Authority.
- 10.8. The Supplier shall not vary, change or modify the Services without the prior written consent of the Authority.
- 10.9. In the event that any changes to the Services are agreed in writing by the Authority, the Parties shall agree an adjustment to the payment schedule and/or the final price as applicable.
- 10.10. The Authority may write to the Supplier and:
 - 10.10.1. request immediate cessation of the Services for any duration as the Authority deems necessary; and/or
 - 10.10.2. request that the Supplier carry out additional Services as required by the Authority.

11. COMPLAINTS REGARDING THE SERVICE

- 11.1. The Supplier shall deal with any complaints received regarding the Service or performance of obligations under this Contract in a prompt, courteous and efficient manner.

- 11.2. Unresolved complaints and any complaints that are received directly by the Authority may be investigated by the Authority and may be treated as a default in performance in accordance with Clause 16. The Supplier shall provide full answers to all complaints that are received by the Authority within 24 hours or as may be reasonably requested by the Authority.

12. RIGHTS OF AUDIT

- 12.1. The Supplier shall keep full and proper records and all the documents relating to the transactions affecting the supply of the Services.
- 12.2. The Authority shall have at all reasonable times access to and the right to reproduce the Supplier's and its Associated Companies' and its sub-contractors' books, documents, correspondence, instructions, receipts, vouchers and memoranda of any description including that stored electronically ("**the Documents**") which shall be made available in legible form together with any other information (such as access codes) needed for its ready comprehension, plus access to the Supplier's personnel and their records relating to the Services executed and/or provided under this Contract for the purpose of auditing and verifying costs of the Services and for any other reasonable purposes.
- 12.3. The Supplier (and any person acting on the Supplier's behalf) shall permit an auditor nominated by the Authority free access at all reasonable times to all such Documents and other information as they may reasonably require for the purposes of the Authority's financial audit and for carrying out examinations into the economy, efficiency and effectiveness with which the Supplier has used its resources. The Supplier shall furnish such explanations as are reasonably required for these purposes.
- 12.4. The Authority and its professional advisers shall have the right to take copies of any records which they reasonably require including financial information relating to the delivery of the Services and remove such copies and the Supplier shall provide the necessary facilities to assist with this process.
- 12.5. The Supplier and its Associated Companies and its sub-contractors shall preserve the Documents for 2 years after the termination of this Contract.

13. THE AUTHORITY'S PROPERTY

- 13.1. All data, files, documents, records, equipment, and other materials whatsoever which are the property of the Authority and which are supplied to or otherwise received by the Supplier in connection with this Contract shall remain the property of the Authority and shall be used by the Supplier for the performance of this Contract and for no other purposes without the prior written approval of the Authority.
- 13.2. All of the Authority's property provided to the Supplier shall be returned on demand and in good condition. The Supplier indemnifies the Authority in full for all loss, costs, expenses or fees if any of the data, files, documents, records, equipment or other materials whatsoever that are issued to the Supplier are lost or are not returned in good condition when requested.
- 13.3. The Authority shall have access at all times and without prior notice to all parts of the Premises and to all equipment, software, furniture and fittings that are the property of the Authority.

14. CONFLICT OF INTEREST

- 14.1. The Supplier shall establish and maintain appropriate business standards procedures and controls including those necessary to avoid any real or apparent impropriety or to prevent any action or conditions, which result in conflict with the Authority's best interests.
- 14.2. This obligation shall apply to the activities of the Suppliers Personnel in their relations with the Authority and third parties arising from this Contract and in connection with the Services hereunder. The Supplier's efforts shall include, but not be limited to, taking all reasonable steps to prevent its Personnel from making, receiving, providing or offering gifts or entertainment of more than a nominal value, or payments, loans or other consignments to anyone for the purpose of influencing individuals, firms or companies.

15. NOTICES

- 15.1. No notices served upon the Authority shall be valid or effective unless it is sent by email (with delivery and read notification), prepaid post or delivered by hand to the Authority's office for the attention of their Authorised Officer or to such other address as the Authority may notify to the Supplier in writing.
- 15.2. Any notice to be served upon the Supplier may be sent by prepaid post or delivered by hand to the registered office, principal place of business or to the premises referred to in the tender documents or delivered by hand to a director, proprietor or the Contract Manager.
- 15.3. A notice shall be deemed conclusively to have been received by the addressee on the day when by the ordinary course of delivery whether by post or by hand it would first be received by the addressee in normal office hours, or if sent by email following delivery notification in normal office hours.

16. DEFAULT IN PERFORMANCE

- 16.1. The Authority may investigate each case where the Supplier has failed to perform the Services completely in accordance with the provisions of this Contract and/or the specification.
- 16.2. Where the Authority is satisfied that in any particular case the Supplier has failed to perform the Services completely, regularly or consistently in accordance with the provisions of the Contract, it shall be entitled without prejudice to any other remedy available, to issue a Default Notice to the Supplier requiring remedy of the failure or re-execution of the Services in order to comply fully therewith within such reasonable period as the Authority may determine and at no cost to the Authority.
- 16.3. If the Supplier fails to comply with an instruction of the Authority issued under Clause 16.2 the Authority may:
 - 16.3.1. arrange to provide or procure the provision of the relevant part of the Services and recover the additional costs of such from the Supplier until such time as the Contract Manager shall have demonstrated to the entire satisfaction of the Authority that such part of the Services

will once more be provided by the Supplier in accordance with the Contract and specification; and

- 16.3.2. deduct a reasonable monetary value (in the Authority's opinion) from the Charges equivalent to the Services not adequately performed.
- 16.4. Nothing contained in this Clause 16 shall be construed to affect the powers of termination contained in Clause 25 of this Contract.
- 16.5. Whenever under the Contract any sum of money shall be recoverable from or payable by the Supplier such sum may be deducted from or reduced by the amount of any sum or sums thereafter which may become due to the Supplier under the Contract or any other contract with the Authority.

17. INTELLECTUAL PROPERTY RIGHTS

- 17.1. All Intellectual Property Rights in anything the Authority makes available to the Supplier or which the Supplier obtains from the Authority in connection with the Contract shall remain vested solely in the Authority, shall be kept confidential and surrendered to the Authority upon demand in good and serviceable condition (fair wear and tear allowed) and shall be used solely for the purpose of completing the Contract.
- 17.2. The Supplier agrees that no copy will be made or item removed from the Authority's premises without the written consent of the Authorizing Officer.
- 17.3. The Supplier shall not use the name, any adaptation of the name, any logo, trademark or other device of the Authority (including without limitation in any advertising, promotional or sales materials) without prior written consent obtained from the Authority in each case.
- 17.4. Where the Authorised Officer has so required prior to the date of the Contract, the Supplier hereby assigns to the Authority all existing and future Intellectual Property Rights in any Services. In this event the Supplier shall be entitled to use any generic knowledge, skills and expertise which may have general applications for other clients.
- 17.5. Where the Supplier retains the Intellectual Property Rights, the Supplier hereby grants the Authority an irrevocable, worldwide, non-exclusive, royalty-free sublicensable licence to use all aspects for all purposes.
- 17.6. Except to the extent that infringement arises from the Authority's design or instructions or from their data or information, the Supplier warrants that the Supply will not infringe the Intellectual Property Rights of any third party.

18. CONFIDENTIALITY AND DATA PROTECTION

- 18.1. The Supplier shall during and after the termination howsoever arising of this Contract keep confidential and shall not divulge to any third party (except sub-contractors accepting a comparable obligation of confidentiality and then only to the extent necessary for the performance of the sub-contract) all information acquired from the Authority in connection with this Contract or which becomes known to the Supplier through the provision of the Services unless otherwise requested by the Authority.

- 18.2. The Supplier should not publish or reproduce or arrange press releases or make public statements in connection with this Contract or make use of the Authority's name, trademark or logo in any publicity material whatsoever without the prior written approval of the Authority (and such consent shall not be unreasonably withheld or delayed).
- 18.3. The Supplier may only disclose the Authority's confidential information:
- 18.3.1. to its Personnel or professional advisers who need to know such information for the purposes of carrying out its obligations under or in connection with this Contract (providing the Supplier ensures that its Personnel and professional advisers keep confidential the Authority's confidential information); and
 - 18.3.2. as may be required by law, a court of a competent jurisdiction or any governmental or regulatory authority.
- 18.4. For the avoidance of doubt, the Supplier shall not use the Authority's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Contract.
- 18.5. The provisions of Clauses 18.1, 18.2, 18.3, 18.3.1, 18.3.2 and 18.4 shall apply throughout the Contract Period and after termination howsoever arising.
- 18.6. The Parties acknowledge that they are subject to the General Data Protection Regulation ("GDPR") and any subsequent data protection legislation.
- 18.7. The Supplier shall ensure compliance with the requirements of the GDPR and subsequent data protection legislation in respect of any information supplied to the Supplier by the Authority.
- 18.8. The Parties acknowledge that for the purposes of GDPR as amended from time to time, the Authority is the Data Controller and the Supplier may be a Data Processor of Personal Data (as defined in the GDPR). In the event that the Services require the transfer of personal data, the Parties may enter into a separate data sharing agreement to ensure compliance with the GDPR and subsequent legislation.
- 18.9. The Supplier agrees and procures that its Personnel shall comply at all times with the Authority's data protection and data security policies in force and as amended from time to time.
- 18.10. If required for proper performance of the Services, the Supplier shall process Personal Data to the extent and in such a manner as is necessary for the purposes of complying with its obligations under this Contract and in accordance with the Authority's instructions and shall not process Personal Data for any other purpose.
- 18.11. The Supplier shall take all reasonable steps to ensure the reliability of any of Personnel who have access to any Personal Data and shall promptly notify the Authority if any Personal Data is lost, destroyed or disclosed.
- 18.12. The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Authority against all costs, claims, damages or expenses incurred by the Authority or for which the Authority may become liable which arise directly or in connection with the Supplier's non-compliance with any part of the data

protection requirements as set out in this Clause 18 by the Supplier, its Personnel or any sub-contractors or third parties instructed by the Supplier to carry out any of the Services.

19. FREEDOM OF INFORMATION

- 19.1. The Supplier acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (“**FOIA**”) and other legislation governing the release of information and the Supplier shall use reasonable endeavors to assist and co-operate and provide at its own expense all necessary assistance as may reasonably be requested by the Authority to enable the Authority to comply with its obligations under the FOIA.
- 19.2. If the Authority receives a request under the FOIA or similar legislation and requires the assistance of the Supplier, such assistance shall be provided free of charge within 10 working days.
- 19.3. The Authority’s decision regarding the release of information under FOIA and similar legislation shall be final.

20. INDEMNITIES AND INSURANCE

- 20.1. Neither Party excludes or limits liability to the other Party for:
 - 20.1.1. death or personal injury caused by its negligence; or
 - 20.1.2. bribery; or
 - 20.1.3. fraud: or
 - 20.1.4. fraudulent misrepresentation; or
 - 20.1.5. third party claims; or
 - 20.1.6. any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 20.2. Subject to clause 20.1, the Supplier shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported late supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or Personnel on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier.
- 20.3. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.
- 20.4. The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier’s performance

of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 years following the expiration or earlier termination of the Contract.

20.5. The Supplier shall hold employer's liability insurance in respect of Personnel in accordance with any legal requirement from time to time in force. The Supplier shall hold employer's liability insurance coverage of not less than five million pounds sterling (£5,000,000) for any one or a series of claims that may arise.

20.6. The Supplier shall effect and maintain appropriate Public Liability Insurance coverage of not less than ten million pounds sterling (£10,000,000) for any one or series of claims that may arise.

20.7. The Supplier shall effect and maintain appropriate Product Liability Insurance coverage of not less than one million pounds sterling (£1,000,000) for any one or series of claims that may arise.

20.8. The Supplier shall effect and maintain appropriate Professional Indemnity Insurance coverage of not less than one million pounds sterling (£1,000,000) for any one or series of claims that may arise.

20.9. The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

20.10. If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Contract the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

20.11. The provisions of any insurance or the minimum amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in this Clause 20.

20.12. The liability of the Authority under this Contract will be limited to £10,000 in relation to any claim or series of claims arising in each year of the Contract Period whether caused by breach of contract, negligence, breach of duty or any other way.

20.13. Where the Supplier provides the Services as a direct and immediate replacement for the Authority providing those Services itself the Authority agrees to indemnify the Supplier against all actions, proceedings, claims, demands, losses, costs, charges, damages, expenses or liabilities howsoever arising due to the default of the Authority in relation to its duties under TUPE where the basis of such liability was not disclosed to the Supplier prior to the Commencement Date.

20.14. The Supplier agrees to indemnify the Authority (on a full indemnity basis) against all actions, proceedings, claims, demands, losses, costs, charges, damages, expenses or liabilities whatsoever that the Authority may sustain in relation to any claim arising from obligations under TUPE or from the employment of the Employees or the termination of their employment.

20.15. Neither Party shall be liable for any indirect, consequential or pure economic loss, costs, damages, charges or expenses.

20.16. The Supplier's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance or contemplated performance of this Contract shall be limited to and shall not exceed £10,000,000 (ten million pounds).

21. ENTIRE AGREEMENT

21.1. This Contract, ay Schedules (including pricing schedules and the specification) constitutes the entire Contract (agreement) between the Parties and supersedes and extinguishes all previous Contracts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

21.2. Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

21.3. Subject to the Unfair Contract Terms Act 1977, the Authority neither warrants the truth nor accuracy of any representation which may have been made to the Supplier, whether orally or in writing, prior to entering into this Contract and the Supplier acknowledges that it did not rely upon any representation made by or on behalf of the Authority when entering into this Contract.

21.4. In the event of a conflict between this Contract, the Schedules and any other documents referred to in or attached to the Contract, the conflict or inconsistency shall be resolved in accordance with the following order of precedence:

21.4.1. First priority, the clauses of this Contract;

21.4.2. Second priority, the specification contained within the Schedules;

21.4.3. Third priority, the pricing schedule contained within the Schedules; and

21.4.4. Fourth priority, any other document referred to within or attached to the Contract.

22. NO PARTNERSHIP OR AGENCY

22.1. Nothing in this Contract is intended to, or shall be deemed to, establish any partnerships or joint venture between any of the Parties, or authorize any Party to make or enter into any commitments for or on behalf of any other Parts.

23. VARIATION

23.1. No variation to this Contract shall be effective unless it is in writing and signed by the Parties or their duly authorized representatives.

24. ASSIGNMENT

- 24.1. The Authority reserves the right to assign or novate this Contract or any part of it and shall give written notice of any assignment to the Supplier.
- 24.2. The Supplier shall not assign or novate this Contract or any part of it without the written consent of the Authority, and this consent, if given, shall not relieve the Supplier of any of its obligations or duties attributable to it under the Contract.
- 24.3. The Supplier shall not sub-contract the whole of the Services although part of the Services may be sub-contracted with the prior written permission of the Authority and such consent, if given, shall not relieve the Supplier from any liability or obligation under the Contract and it shall be responsible for the acts, defaults and neglects of any sub-contractor, agents, servants or work persons as fully as if they were the acts, defaults or neglects of the Supplier or its Personnel. The restriction regarding written consent within this Clause shall not apply to sub-contracts for goods and materials of a minor nature or where the sub-contractor is named in the Contract where this has been pre-agreed by the Authority as part of the tender process.
- 24.4. As a condition of obtaining consent to sub-contracting and in keeping with the Fair Payment Charter, the Supplier shall ensure that under any sub-contract relating to this Contract and any sub-sub-contract under it; the final date for each payment under the sub-contract and, under any sub-sub-contract shall be not later than 30 days after receipt of a valid invoice.
- 24.5. Where the Authority has consented to the placing of sub-contracts copies of each subcontract shall be made available to the Authority upon request.

25. TERMINATION

- 25.1. The Authority shall have power to determine the Contract at any time by giving the Supplier written notice to expire at the end of not less than 1 month from when the notice is given and upon expiration of the notice the Contract shall be determined without prejudice to the rights of the parties accrued to the date of determination.
- 25.2. The Supplier shall have power to determine the Contract at any time by giving the Authority written notice to expire at the end of not less than 3 months from when the notice is given and upon expiration of the notice the Contract shall be determined without prejudice to the rights of the parties accrued to the date of determination.
- 25.3. In the event of any notice being given under this Clause 25 by either party, they shall indemnify the other against any reasonable commitments, reasonable liabilities or reasonable expenditure which would otherwise represent an unavoidable loss by the other by reason of the determination of the Contract. For the avoidance of doubt this indemnity does not extend to loss of profit or any inconsequential losses.
- 25.4. Following the award of the Contract and within 1 calendar month following the Commencement Date, the Authority and Supplier shall agree performance targets for the Supplier to achieve and monitored and measured on a 6 monthly basis. Repeated failure to achieve the agreed targets or remedy earlier failures will be deemed to be a major breach of the Contract and will enable the Authority (at its sole discretion) to terminate the Contract with immediate effect and without penalty.

beyond the Authority's obligation to pay the Supplier for work performed satisfactorily up to the date of termination.

- 25.5. The Authority shall have the right to terminate the Contract without any compensation for any loss or damage if the Supplier is in default of any of the terms of the Contract and such breach shall not have been remedied to the satisfaction of the Authority within a period of 28 days of the Authority issuing a Default Notice to the Supplier.
- 25.6. The Authority may terminate the Contract forthwith by notice in writing and without any compensation for any loss or damage if:
- 25.6.1. the Supplier commits a material breach of the Contract; or
 - 25.6.2. the Supplier is incompetent to perform its duty under this Contract or conducts itself in a manner which the Authority considers to be incompatible with the performance of the Services; or
 - 25.6.3. the Supplier has failed to perform a substantial part of the Services; or
 - 25.6.4. the Supplier has committed a material breach of the Authority's policies and procedures or where an offence of grave misconduct is committed by the Supplier; or
 - 25.6.5. the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 25.6.6. the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of the Supplier; or
 - 25.6.7. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with the winding up of the Supplier other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier; or
 - 25.6.8. a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or
 - 25.6.9. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or
 - 25.6.10. a floating charge holder over the assets of the Supplier has

- become entitled to appoint or has appointed an administrative receiver; or
 - 25.6.11. a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier; or
 - 25.6.12. any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 26.6.5 to clause **Error! Reference source not found.** (inclusive); or
 - 25.6.13. the Supplier ceases, or threatens to cease, to carry on all or substantially the whole of its business; or
 - 25.6.14. there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010) or
 - 25.6.15. the Supplier has been convicted of any criminal offence which in the reasonable opinion of the Authority does adversely affect the provision of the Services; or
 - 25.6.16. has become unsound of mind or shall be or become a patient for the purposes of any statute relating to mental health or upon the death of the Supplier.
- 25.7. Upon termination, howsoever arising, the Supplier shall immediately deliver all Documents and any deliverables achieved whether or not they are complete and return any of the Authority's equipment without delay.
- 25.8. Upon termination, howsoever arising, Clause 18 shall remain in force.
- 25.9. Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

26. FRAUD, GRATUITIES AND THE CRIMINAL AND FINANCE ACT 2017

- 26.1. The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by its Personnel, shareholders, members and directors in connection with the receipt of monies from the Authority.
- 26.2. The Supplier shall notify the Authority immediately if it has reason to suspect that any fraud in relation to this Contract or any other contracts with the Authority has occurred or is occurring, or is likely to occur.
- 26.3. The Authority may terminate the Contract if the Supplier commits any fraud in relation to this Contract or any other contract with the Authority. Any costs associated with this termination shall be payable by the Supplier including the costs

of contracting with an alternative service provider.

- 26.4. If the Supplier is found to engage in any form of tax evasion, including facilitating tax evasion, whether under UK law or any other law, it shall be treated as a material breach of this Contract and the Authority may terminate the Contract with immediate effect.
- 26.5. The Supplier and its Personnel shall not solicit any gratuity, tip or monies other than bona fide Charges approved by the Authority.

27. ANTI SLAVERY PROVISIONS

- 27.1. The Supplier shall ensure that it complies with the provisions of the Modern Slavery Act 2015 (“**MSA**”) whilst performing the Services and shall procure that its Personnel comply with the same by implementing staff development and training procedures in relation to the MSA.
- 27.2. The Supplier must implement adequate due diligence procedures for the appointment of its own suppliers, sub-contractors or other participants in its supply chains to ensure that it does not enter into agreements where there is slavery or human trafficking within the supply chain
- 27.3. The Supplier shall notify the Authority as soon as possible if it becomes aware of:
 - 27.3.1. any potential or actual breaches of the MSA; or
 - 27.3.2. any actual or suspected slavery or human trafficking in a supply chain which is related to the Services being delivered in accordance with this Contract.

28. FORCE MAJEURE

- 28.1. Subject to compliance with Clause 28.3, neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money for Services already received/delivered) to the extent that such delay or failure is a result of Force Majeure.
- 28.2. In the occurrence of a Force Majeure Event, the affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the affected Party and any action proposed to mitigate its effect.
- 28.3. If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part it shall:
 - 28.3.1. immediately notify the other by the most expeditious method then available;
 - 28.3.2. inform the other of the period for which it is estimated that such failure or delay shall continue; and
 - 28.3.3. use its best endeavours, acting in accordance with Good Industry Practice, to resume performance of its obligations as quickly as

possible and minimise the duration and impact of such failure or delay.

28.4. As soon as practicable, following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract. For a period of 10 Working Days from the commencement of the period of Force Majeure the Parties shall co-operate in good faith with the aim of maintaining the effective delivery of the Services.

28.5. The Authority shall be entitled to terminate the Contract in whole or in part by written notice to the Supplier with immediate effect if:

28.5.1. the performance by the Supplier of some or all of its obligations under the Contract is prevented or delayed by Force Majeure for a period of more than 10 Working Days cumulatively or consecutively; or

28.5.2. the Authority reasonably anticipates that the performance by the Supplier of some or all of its obligations under the Contract is likely to be prevented or delayed by Force Majeure for a period of more than 10 Working Days cumulatively or consecutively.

28.6. For the avoidance of doubt, the Authority shall not be required to pay the Supplier in respect of any period during which (and to the extent that) the Supplier is prevented or delayed in performing its obligations due to Force Majeure. In these circumstances, the Contract Price shall be adjusted and any necessary refund or credit effected in accordance with the Authority's reasonable instructions.

29. SEVERANCE

29.1. If any Clause not being of a fundamental nature shall become or shall be declared by any court of a competent jurisdiction to be illegal, invalid or unenforceable in any way, the validity or enforceability of the remainder of the Contract shall not be affected.

30. WAIVER

30.1. Failure by the Authority at any time to enforce the Contract or to require performance by the Supplier of any of the Services shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

31. GOVERNING LAW

31.1. This Contract is to be construed in accordance with English law and the Supplier hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

32. RIGHTS OF THIRD PARTIES

- 32.1. Notwithstanding any other provision in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Right of Third Parties) Act 1999 (“Act”) to rely upon or enforce any term of this Agreement. Nothing in this Agreement shall affect any right or remedy of a third party that exists or is available other than as a result of the Act.

33. BREXIT PROVISIONS

- 33.1. In the event that the UK’s exit from the European Union has an impact on the Authority’s business, or the Services being performed in accordance with this Contract, the Authority may seek to terminate the Contract with notice or request that the Supplier engages in a Charges review.

34. DISCRIMINATION

- 34.1. The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Equality Act 2010 or other relevant or equivalent legislation from time to time in force (including any equivalent legislation in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Supplier or any of its Employees), or any statutory modification or re-enactment thereof.
- 34.2. The Supplier shall take all reasonable steps to secure the observance of Clause 32.1 by all Employees.

35. DISPUTE RESOLUTION

- 35.1. Subject to Clause 36 and save where the judgement of one party is expressly stated in the Contract to be binding on the other Party or any provision relating to termination, the Parties shall attempt in good faith (acting honestly, fairly and with the intention of maintaining the relationship, Contract and provision of the Services) to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 15 Working Days of either Party notifying the other of the dispute.
- 35.2. If the dispute cannot be resolved by the Parties pursuant to clause 35.1 it shall be escalated in accordance with the agreed escalation procedure.
- 35.3. If the dispute cannot be resolved by the Parties pursuant to clause 35.2 the Parties shall refer it to mediation pursuant to the procedure set out in clause 31.5.
- 35.4. The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and its Employees shall comply fully with the requirements of the Contract at all times.
- 35.5. The procedure for mediation and consequential provisions relating to mediation are as follows:
- 35.5.1. A neutral adviser or mediator (the “Mediator”) shall be chosen by agreement between the Parties or, if they are unable to agree

upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that they are unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

- 35.5.2. The Parties shall within 10 Working Days of the appointment of the Mediator meet with them in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 35.5.3. Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 35.5.4. If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 35.5.5. If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to arbitration pursuant to the procedures set out in clause 36.
- 35.5.6. The Mediator's and all other costs connected with the mediation shall be equally apportioned between the Parties or as may otherwise be directed by the Mediator.
- 35.5.7. Each party will bear its own costs and expenses of its preparation and participation in the mediation.

36. ARBITRATION

- 36.1. Subject to clause 35, all disputes or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract other than a matter or thing as to which the decision of the Authority is under the Contract to be final and conclusive, and except and insofar as may be otherwise provided in the Contract may be referred to the arbitration of one person to be appointed by both the Authority and the Supplier and in default of agreement by the Chartered Institute of Arbitrators in accordance with the provisions of the Arbitration Acts 1950 to 1979 or any Statutory modification or re-enactment thereof for the time being in force.

ATTESTATION

Signed for and on behalf of Goldsmiths' College

NAME.....

POSITION

SIGNATURE.....

DATE

Signed for and on behalf of [SUPPLIER]

NAME.....

POSITION

SIGNATURE.....

DATE

Schedule 1

1. Payment processes and pricing schedule

- 1.1. The Supplier shall submit to the Authority within 7 days of the end of each calendar month an invoice in a format specified by the Authority including the relevant allocated Purchase Order number.
- 1.2. Payment by the Authority shall be within 30 days of receipt of an invoice showing the amount due.
- 1.3. Where the Supplier enters a sub-contract with a supplier for the supply of goods, materials and/or services in connection with the Contract, it shall cause a term to be included in such sub-contract which requires a payment to be made to the supplier within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.
- 1.4. Any sub-contract shall provide that the sub-contractor will include in any contract it subsequently enters into provisions imposing on the sub-contractor the like duties and obligations that are imposed on the Supplier in the Contract

2. EXAMPLE PRICING SCHEDULE- FIXED PRICE

- 2.1. The total charge for the Services are £[amount] GBP
- 2.2. The fixed price (referred to in the Contract as 'Charges') is calculated as follows:
 - 2.2.1. [calculation method set out]
- 2.3. Payments shall be made on the following payment terms:
 - 2.3.1. [include details, for example, 30% up front, 30% after agreed targets, balance upon satisfactory completion of the Services]
- 2.4. The Charges include OR do not include the price of materials.

3. EXAMPLE PRICING SCHEDULE-HOURLY PRICE

- 3.1. The total charge for the Services is to be calculated on an hourly rate at £[insert] GBP per hour.
- 3.2. The Authority shall pay for no more than [insert] hours OR the Authority shall expect a minimum of [insert] hours work in order to deliver the Services.

Schedule 2

1. Mandatory Policies

1.1. The following Policies shall be mandatory and the Supplier must agree to adhere to, and procure that its Personnel adhere to abide by each:

1.1.1. Data Protection Policy;

1.1.2. Use of IT equipment;

1.1.3. Health and Safety;

1.1.4. Diversity and Equality; and

1.1.5. Any other as may be applicable given the nature of the Services

Schedule 3

1. Specification and Deliverables

1.1. [insert]