1. Contract Reference Number: [INSERT]
2. **SERVICES AGREEMENT**
3. For the provision of Fire and Safety Officers
4. PROTECT - COMMERCIAL

Contents

Clause Page

1 Definitions and Interpretation 1

2 Commencement and Term 7

3 The Services 7

4 Deliverables 8

5 Charges 8

6 Payment Procedures and Approvals 9

7 Supplier’s Personnel 9

8 Sub-Contracting and Change of Ownership 10

9 Conflict of Interest 11

10 Access to Premises 11

11 Compliance with Policies and Law 11

12 London Living Wage 12

13 Supplier Equipment 13

14 Customer Obligations and Equipment 13

15 Records, Audit and Inspection 13

16 Set-Off 14

17 Indemnity 14

18 Limitation of Liability 14

19 Insurance 15

20 Intellectual Property Rights 15

21 Protection of Personal Data 16

22 Confidentiality, Announcements and Transparency 16

23 Freedom of Information 17

24 Anti-Corruption 18

25 Anti-Slavery 18

26 Breach and Termination of Contract 21

27 Consequences of Termination or Expiry 23

28 Declaration of Ineffectiveness and Public Procurement Termination Event 23

29 Survival 24

30 Rights of Third Parties 24

31 Assignment and Novation 24

32 Non-Waiver of Rights 24

33 Illegality and Severability 25

34 Notices 25

35 Entire Agreement 25

36 Counterparts 26

37 Relationship of the Parties 26

38 Governing Law and Jurisdiction 26

Schedules

1 KEY CONTRACT INFORMATION 27

2 SPECIFICATION 29

Part 1 Services Specification 29

Part 2 Deliverables 29

3 CHARGES 30

1. **THIS CONTRACT** is made the 2021
2. **BETWEEN:**
3. **London Stadium 185 Limited,** a company registered in England and Wales (Company Registration Number 09359341) whose registered office is at The Stadium At Queen Elizabeth Olympic Park, London E20 2ST (the **“Customer”**); and
4. **[INSERT]**, a company registered in England and Wales (Company Registration Number [INSERT]) whose registered office is at [INSERT] (the **“Supplier”**).
5. **THE PARTIES AGREE THAT:**
6. Definitions and Interpretation

In this Contract (including the Recitals):

* 1. unless the context indicates otherwise the following expressions will have the following meanings:

|  |  |
| --- | --- |
| 1. **“Anti-Bribery Laws”**
 | 1. any and all Applicable Laws which relate to anti-bribery and/or anti-corruption, including the Bribery Act 2010;
 |
| 1. **“Anti-Slavery Laws”**
 | 1. any and all Applicable Laws which relate to anti-slavery or servitude, anti-forced or compulsory labour and/or anti-human trafficking, including the Modern Slavery Act 2015;
 |
| 1. **“Applicable Law”**
 | any law and any rule, policy, guidance or recommendation issued by any governmental, statutory or regulatory body and any industry code of conduct or guideline which, in each case, relates to this Contract and/or the Services and/or the Customer’s business and/or the business of any of the Customer’s Group Companies and which is in force from time to time; |
| 1. **“Business Day”**
 | 1. any day that is not a Saturday, Sunday or public or bank holiday in England;
 |
| 1. **“Cessation Plan”**
 | 1. a plan agreed between the Parties or determined by the Customer pursuant to Clause 29 to give effect to a Declaration of Ineffectiveness;
 |
| 1. **“Charges”**
 | the charges payable by the Customer as specified in or calculated in accordance with Schedule 3; |
| 1. **“Confidential Information”**
 | * 1. any information (whether written, oral, in electronic form or in any other media) that is disclosed in connection with this Contract by or on behalf of a Party (the “**Discloser**”) to the other Party (the “**Recipient**”) or any of the Recipient’s Representatives whether before, on or after the date of this Contract and that relates (in whole or in part) to the Discloser or any of the Discloser’s Group Companies or its (or their) businesses;
	2. the terms of or subject matter of this Contract or any discussions or documents in relation to it; and
	3. any trade secret (as that term is defined in regulation 2 of the Trade Secrets (Enforcement, etc) Regulations 2018) where the Discloser or any of the Discloser’s Group Companies is the trade secret holder,
1. but excluding information that is trivial or by its nature immaterial;
 |
| 1. **“****Consents”**
 | 1. all consents, licences, authorisations, approvals, permissions, powers, certificates and permits (whether statutory, regulatory, contractual or otherwise) and including in any relevant jurisdiction;
 |
| 1. **“Contract”**
 | 1. this contract, including the Schedules, Appendices and all other documents referred to in this contract;
 |
| 1. **“Contract Commencement Date”**
 | 1. the date for commencement of this Contract specified in Schedule 1;
 |
| 1. **“Contract Information”**
 | * 1. this Contract in its entirety (including from time to time agreed changes to this Contract); and
	2. data extracted from the invoices submitted pursuant to Clause 6 which will consist of the Supplier’s name, the expenditure account code, the expenditure account code description, the document number, the clearing date and the invoice amount;
 |
| 1. **“Contract Manager”**
 | 1. a Party’s contract manager, being the person named as such in Schedule 1 or such other person as notified to the other Party from time to time;
 |
| 1. **“Control”**
 | 1. in relation to a person, the power (whether direct or indirect) to direct or cause the direction of its affairs, whether by means of holding shares, possessing voting power, exercising contractual powers or otherwise; and **“Controlled”** will be construed accordingly;
 |
| 1. **“Customer Premises”**
 | 1. any land or premises (including temporary buildings) owned or occupied by or on behalf of the Customer;
 |
| 1. **“Data Protection Legislation”**
 | * 1. the Regulation (EU) 2016/679 on the protection of natural persons with regard to the Processing of personal data and on the free movement of such data;
	2. Directive (EU) 2016/680 (the Law Enforcement Directive);
	3. any legislation in force from time to time in the United Kingdom relating to privacy and/or the Processing of Personal Data, including the Data Protection Act 2018;
	4. any statutory codes of practice issued by the Information Commissioner in relation to such legislation; and
	5. the Privacy and Electronic Communications (EC Directive) Regulations 2003;
 |
| 1. **“Declaration of Ineffectiveness”**
 | 1. a declaration of ineffectiveness in relation to this Contract made by a Court of competent jurisdiction pursuant to Regulation 47J of the Public Contracts Regulations 2006;
 |
| 1. **“Deliverables”**
 | 1. without prejudice to the generality of the obligation to provide the Services in accordance with this Contract, the deliverables to be produced in the performance of the Services as set out Schedule 2;
 |
| 1. **“FOI Legislation”**
 | * 1. the Freedom of Information Act 2000;
	2. the Environmental Information Regulations 2004; and
	3. any applicable guidance or directions relating to the disclosure of information with which the Customer is bound to comply;
 |
| 1. **“Force Majeure Event”**
 | 1. any of the following: riot, civil unrest, war, act of terrorism, threat or perceived threat of act of terrorism, fire, earthquake, extraordinary storm, flood, abnormal weather conditions or other natural catastrophe or strikes, lock-outs or other industrial disputes (other than in respect of its own or any subcontractor’s staff) or any outbreak of disease or other public health event designated a serious threat to public health in the UK (including any corresponding measure imposed by a governmental, statutory or regulatory body to control such outbreak) to the extent that such event is outside of the reasonable control of the Party affected by the Force Majeure Event (**“Affected Party”**) but excluding (a) any such event insofar as it arises from or is attributable to the wilful act, omission or negligence of the Affected Party; and/or (b) the failure on the part of the Affected Party to take reasonable precautions to prevent such Force Majeure Event or its impact;
 |
| 1. **“Group Companies”**
 | 1. in respect of a Party, any persons that Control, are Controlled by or are under common Control with that Party from time to time;
 |
| 1. **“Insolvent”**
 | 1. a Party is Insolvent where it:
	1. gives notice under section 84 Insolvency Act 1986 of, or passes a resolution for, its winding up or in the case of a limited liability partnership determines that it will be wound up;
	2. has a winding-up order or a notice of striking off made in respect of it;
	3. has:
		1. an administration order or an application for an administration order made in respect of it; or
		2. a notice of appointment of an administrator filed in respect of it at any court;
	4. makes or is subject to:
		1. a company voluntary arrangement;
		2. a composition with its creditors generally;
		3. an application to a court of competent jurisdiction for protection from its creditors generally;
		4. a scheme of arrangement under Part 26 Companies Act 2006; or
		5. a scheme of arrangement under Part 26A Companies Act 2006;
	5. has a receiver or a provisional liquidator appointed over any of its assets, undertaking or income;
	6. becomes subject to a moratorium under Part A1 of the Insolvency Act 1986;
	7. ceases to trade;
	8. is the subject of anything analogous to the foregoing under the laws of any applicable jurisdiction;
 |
| 1. **“Intellectual Property Rights”**
 | 1. all intellectual and industrial property rights of any kind whatsoever, including patents, supplementary protection certificates, rights in know-how, registered trade marks, registered designs, utility models, applications for and rights to apply for any of the foregoing, unregistered design rights, unregistered trade marks, rights to prevent passing off for unfair competition, copyright (whether in drawings, plans, specifications, designs and computer software or otherwise), database rights, topography rights and any other rights in any invention, discovery or process, in each case in the United Kingdom and all other countries in the world and together with all renewals and extensions;
 |
| 1. **“Liability”**
 | 1. liability arising out of or in connection with this Contract, whether in contract, tort, misrepresentation, restitution or under statute, including any liability arising from a breach of, or a failure to perform or defect or delay in performance of, any of a Party’s obligations under this Contract;
 |
| 1. **“Losses”**
 | 1. all losses, liabilities, all costs (on a full indemnity basis, including legal and other professional costs and costs of enforcement), injuries, damages and expenses that the indemnified person does or will incur or suffer, all claims or proceedings made, brought or threatened against the indemnified person by any person and all losses, liabilities, (on a full indemnity basis, including legal and other professional costs and costs of enforcement), injuries, damages and expenses the indemnified person does or will incur or suffer as a result of defending or settling any such actual or threatened claim or proceeding;
 |
| 1. **“****Materials”**
 | 1. has the meaning set out in Clause 13.1.1;
 |
| 1. **“Modern Slavery Practice”**
 | 1. any practice that amounts to (a) slavery or servitude (each as construed in accordance with Article 4 of the Convention for the Protection of Human Rights and Fundamental Freedoms of 4 November 1950, as amended), (b) forced or compulsory labour (as defined by the International Labour Organisation’s Forced Labour Convention 1930 (No. 29) and Protocol), (c) human trafficking, or (d) the arrangement or facilitation of the travel of another person with a view to that person being exploited;
 |
| 1. **“Parties”**
 | 1. the Customer and the Supplier (including their successors and permitted assignees) and **“Party”** will mean either of them as the case may be;
 |
| 1. **“Personal Data”**
 | 1. has the meaning given to it in the Data Protection Legislation;
 |
| 1. **“Processing”**
 | 1. has the meaning given to it in the Data Protection Legislation and **“Process”**, **“Processes”** and **“Processed”** will be construed accordingly;
 |
| 1. **“Public Procurement Termination Event”**
 | 1. if a court determines that one or more of the circumstances described in regulation 73(1) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25 has occurred;
 |
| 1. **“Representatives”**
 | 1. in respect of a Party, that Party’s Group Companies and its and their officers, directors, employees, suppliers, sub-contractors, agents, consultants and professional advisers and, in the case of the Supplier, the Supplier’s Personnel; and “**Representative**” means any of them, as applicable;
 |
| 1. **“Regulatory Authorities”**
 | 1. all governmental, statutory or regulatory bodies and any other competent authorities or entities in any jurisdiction having responsibility for the regulation or governance of the Customer, the Customer’s Group Companies, the Supplier, any of the Supplier’s sub-contractors, this Contract, the Services or the activities which are comprised in all or some of the Services or the use or application of the output from any part of the Services; and **“Regulatory Authority”** means any of them;
 |
| 1. **“Request for Information”**
 | 1. a request for information made to the Customer by a third party pursuant to the FOI Legislation;
 |
| 1. **“Service Commencement Date”**
 | 1. the date for commencement of the Services set out in Schedule 1;
 |
| 1. **“Services”**
 | all or any part of the services to be provided to, or activities to be undertaken and completed for, the Customer by the Supplier under this Contract as detailed in the Specification; |
| 1. **“Specification”**
 | 1. the specification and other requirements set out in Schedule 2;
 |
| 1. “Step-in Expenditure”
 | 1. the costs and expenses (whether internal or external) incurred by or on behalf of the Customer or any of the Customer’s Group Companies that relate to or arise out of the Customer’s exercise of its Step-in Rights (including the costs and expenses of any person appointed by the Customer) whenever those costs are incurred (and including any VAT directly attributable to any such costs and expenses which the Customer or any of the Customer’s Group Companies is not entitled to reclaim from HMRC);
 |
| 1. “Step-in Rights”
 | 1. the Customer’s right to step-in, take over, manage and/or supervise performance of the Services as set out in Clause 26.1.6;
 |
| 1. “Step-in Services”
 | 1. the Services which are the subject of the Customer’s notice to exercise its Step-in Rights;
 |
| 1. **“Term”**
 | 1. the period during which this Contract continues in force as set out in Schedule 1;
 |
| 1. “Termination Date”
 | 1. the date on which this Contract expires or terminates for whatever reason;
 |
| 1. **“Transparency Commitment”**
 | 1. the transparency commitment stipulated by the UK government in May 2010 (including any subsequent legislation) in accordance with which the Customer is committed to publishing its contracts, tender documents and data from invoices received;
 |
| 1. **“VAT”**
 | 1. value added tax as provided for in the Value Added Tax Act 1994 and any tax replacing the same or of a similar nature; and
 |
| 1. **“Year”**
 | 1. the period of twelve (12) months starting on the Service Commencement Date, each successive period of twelve (12) months during the Term and the period (if any) starting on the day following expiry of the last such period of twelve (12) months and ending on the Termination Date;
 |

* 1. a reference to the singular includes the plural and vice versa, and a reference to any gender includes all genders;
	2. references to any statute or statutory provision will include any subordinate legislation made under it and will be construed as references to such statute, statutory provision and/or subordinate legislation as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
	3. references to “in writing” or “written” include e-mail but not other methods of electronic messaging;
	4. in the event, and only to the extent, of any conflict between the Clauses and the Schedules, the Clauses prevail, except where the conflicting part of the Schedule is explicitly expressed to take precedence. In the event, and only to the extent, of any conflict between the Schedules and their Appendices or Annexes, the Schedules will prevail;
	5. the expression “person” includes any individual, body corporate, association, partnership, firm, trust, organisation, joint venture, government, local or municipal authority, governmental or supra-governmental agency or department, state or agency of state or any other entity (in each case whether or not having separate legal personality);
	6. any obligation on a Party not to do or omit to do anything includes an obligation not to allow (whether expressly or by a failure to take reasonable steps to prevent) that thing to be done or omitted to be done by any other person; and
	7. any words following the words “include”, “includes”, “including”, “in particular” or any similar words or expressions will be construed without limitation and accordingly will not limit the meaning of the words preceding them.
1. Commencement and Term

This Contract commences on the Contract Commencement Date and continues in force for the Term unless terminated earlier in accordance with Clause 26.

1. The Services
	1. The Supplier will provide the Services to the Customer on and from the Service Commencement Date in accordance with the terms of this Contract.
	2. The Supplier will provide the Services:
		1. with the degree of skill, care, foresight, supervision, quality control and diligence normally exercised by recognised professional firms or by skilled and experienced service providers providing services of a similar scope, type and complexity to the Services and with sufficient resources;
		2. in conformance with the Specification;
		3. in accordance with the dates for performance set out in this Contract or, if no date for performance is specified, promptly having regard to the nature of the Service or other obligation;
		4. in a safe manner and free from any unreasonable or avoidable risk to any person’s health and well-being; and
		5. so that they are properly managed and monitored and will immediately inform the Customer if any aspect of this Contract is not being or is unable to be performed.
	3. The Supplier will:
		1. have in place and maintain all Consents throughout the Term;
		2. comply, and procure that all of the Supplier’s Personnel comply, with all lawful and reasonable directions of the Customer relating to its performance of the Services;
		3. provide, and procure that all of the Supplier’s Personnel provide, such information and cooperation to the Customer and the Customer’s Group Companies as they may reasonably require from time to time;
		4. not do or omit to do anything which will, or might reasonably be expected to, bring the Customer or any of the Customer’s Group Companies into disrepute; and
		5. not do or omit to do anything which will, or might reasonably be expected to, cause the Customer or any of the Customer’s Group Companies to breach any Applicable Law or to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
2. Deliverables
	1. The Supplier will supply the Deliverables to the Customer in accordance with Schedule 2.
	2. The Supplier grants the Customer and its agents an irrevocable licence to enter any premises where the Deliverables are stored in order to recover the Deliverables at any time when a Deliverable has not been supplied to the Customer in accordance with Clause 4.1 or when the Supplier is Insolvent.
	3. Title to each Deliverable will transfer from the Supplier to the Customer with full title guarantee upon creation of that Deliverable.
	4. Risk in each Deliverable will pass from the Supplier to the Customer upon delivery of that Deliverable to the Customer.
	5. The Supplier will ensure that each Deliverable, and all goods, materials and techniques used in providing the Services will:
		1. be of satisfactory quality;
		2. be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer whether expressly or by implication;
		3. correspond with any relevant specification;
		4. be free from material defects in design, materials, installation and workmanship; and
		5. comply with all Applicable Laws.
	6. If any Deliverable does not conform with any of the provisions of Clause 4.5, the Customer may require the Supplier, at the Customer’s option, to promptly repair or replace the relevant Deliverable free of charge or to refund the Charges for those Services that relate to the relevant Deliverable.
3. Charges
	1. The Supplier will invoice the Customer in accordance with Clause 6 and in consideration of, and subject to the proper performance of this Contract by the Supplier, the Customer will pay the Supplier the Charges in accordance with the terms and conditions of this Contract.
	2. The Supplier is not entitled to reimbursement for expenses unless such expenses have been incurred with the prior written consent of the Customer, in which case the Supplier will supply appropriate evidence of expenditure in a form acceptable to the Customer.
	3. All Charges exclude any VAT which may be chargeable, which will be payable in addition to the sum in question at the rate and in the manner for the time being prescribed by law on delivery of a valid VAT invoice.
4. Payment Procedures and Approvals
	1. The Supplier will invoice the Customer in respect of the Charges at such dates or at the end of such periods as may be specified in Schedule 1 and will not make any separate charge for submitting any invoice.
	2. The Supplier will submit invoices in accordance with Schedule 1.Each such invoice will contain all information required by the Customer including the Contract Reference Number, purchase order number, the Supplier’s name and address and bank account details to which payment should be made, a separate calculation of VAT and a brief description of the Services provided.
	3. If the Customer, acting reasonably, considers that the Charges claimed by the Supplier in any invoice have:
		1. been correctly calculated and that such invoice is otherwise correct, the invoice will be approved and payment will be made by bank transfer (Bank Automated Clearance System (BACS)) within thirty (30) days of receipt of such invoice or such other time period as may be specified in Schedule 1; or
		2. not been calculated correctly and/or if the invoice contains any other error or inadequacy, the Customer shall where possible make payment of any undisputed sums in accordance with Clause 6.2.1 and notify the Supplier and the Parties will work together to resolve the error or inadequacy. Upon resolution, the Supplier will submit a revised invoice to the Customer.
	4. No payment made by the Customer (including any final payment) or act or omission or approval by the Customer or the Customer’s Contract Manager (whether related to payment or otherwise) will:
		1. indicate or be taken to indicate the Customer’s acceptance or approval of the Services or any part of them or any act or omission of the Supplier, or otherwise prejudice any rights, powers or remedies which the Customer may have against the Supplier, or absolve the Supplier from any obligation or liability imposed on the Supplier under or by virtue of this Contract; or
		2. prevent the Customer from recovering any amount overpaid or wrongfully paid including payments made to the Supplier by mistake of law or fact. Without prejudice to Clause 16, the Customer will be entitled to withhold such amount from any sums due or which may become due to the Supplier or the Customer may recover such amount as a debt.
	5. Except where otherwise provided in this Contract, the Charges will be inclusive of all costs of staff, facilities, equipment, materials and other expenses whatsoever incurred by the Supplier in discharging its obligations under this Contract.
	6. Interest will accrue at the interest rate of one percent (1%) above the base lending rate from time to time of the Bank of England on all sums due and payable under this Contract from the due date until the date of actual payment (both before and after judgment).
5. Supplier’s Personnel
	1. The Parties confirm that the Transfer of Undertakings (Protection of Employment) Regulations 2006 do not apply on the Contract Commencement Date, the Service Commencement Date or the Termination Date
	2. Nothing in this Contract will render any of the Supplier’s Personnel, an employee, worker, agent or partner of the Customer (or any of the Customer’s Group Companies) and the Supplier will be responsible for making appropriate deductions for tax and national insurance contributions from the remuneration paid to the Supplier’s Personnel.
	3. The Supplier will provide the Supplier’s Personnel as necessary for the proper and timely performance and management of the Services in accordance with this Contract. All personnel deployed on work relating to this Contract will have the appropriate qualifications and competence, be properly managed and supervised and in these and any other respects be acceptable to the Customer.
	4. Without prejudice to any of the Customer’s other rights, powers or remedies, the Customer may (without liability to the Supplier) deny access to such Supplier’s Personnel to any Customer Premises if such Supplier’s Personnel in the Customer’s view have not been properly trained in any way required by this Contract and/or are otherwise incompetent, negligent, and/or guilty of misconduct and/or who could be a danger to any person and will notify the Supplier of such denial in writing. The Supplier will immediately remove such Supplier’s Personnel from performing the Services and provide a suitable replacement.
	5. The Supplier will give the Customer, if so requested, full particulars of all persons who are or may be at any time employed on this Contract The Supplier will be liable for the acts and omissions of the Supplier’s Personnel as if they were acts or omissions of the Supplier.
	6. The Supplier will provide training (including its employees, officers, suppliers, sub-contractors and agents) as specified in Schedule 1.
	7. Without prejudice to Clause 18, the Supplier will indemnify, keep indemnified and hold harmless the Customer from and against all Losses which the Customer or any of the Customer’s Group Companies incur or suffer in relation to:
		1. the Supplier’s Personnel or any person who may allege to be the same (whenever such Losses may arise);
		2. any claim arising from the exercise of the Customer’s rights under, or any failure by the Supplier to comply with, Clause 7.4; and
		3. any claim:
			1. made by the relevant authorities in respect of income tax demands or national insurance or similar contributions in relation to the provision of the Services by the Supplier;
			2. based on worker status brought by the Supplier or the Supplier’s Personnel out of or in connection with the provision of the Services.
6. Sub-Contracting
	1. The Supplier will not sub-contract all or any part of its obligations under this Contract without the prior written consent of the Customer identifying the relevant sub-contractor, which may be refused or granted consent subject to such conditions as the Customer sees fit.
7. Conflict of Interest
	1. The Supplier warrants that it does not and will not have any interest in any matter where there is or is reasonably likely to be a conflict of interest with the Services and/or the Customer, save to the extent fully disclosed to and approved by the Customer.
	2. The Supplier will check for any conflict of interest at regular intervals throughout the Term and in any event not less than once in every six (6) months and will notify the Customer in writing immediately upon becoming aware of any actual or potential conflict of interest and will work with the Customer to do whatever is necessary (including the separation of staff working on, and data relating to, the Services from the matter in question) to manage such conflict to the Customer’s satisfaction.
8. Access to Premises
	1. Any access to any Customer Premises made available to the Supplier in connection with the proper performance of this Contract will be used by the Supplier solely for the purpose of performing the Services during the Term in accordance with this Contract. The Supplier will:
		1. only access any Customer Premises during normal business hours;
		2. ensure that the Supplier’s Personnel carry any identity passes issued to them by the Customer at all relevant times and comply with the Customer’s security procedures as may be notified by the Customer from time to time;
		3. comply with any site specific policies and regulations that apply to such Customer Premises;
		4. comply with any reasonable requirements or instructions that may be made or given by or on behalf of the Customer or a Customer Group Company, as applicable;
		5. move to different Customer Premises, or a different part of the Customer Premises, promptly whenever requested by the Customer or a Customer Group Company, as applicable;
		6. immediately upon becoming aware of the same, report to the Customer and any other relevant Customer Group Company any personal injury, death or damage to or loss of property that occurs, and any circumstances or events which concern security or health and safety, at any Customer Premises;
		7. not create any nuisance, annoyance, damage or disturbance on or to any Customer Premises or to any assets, equipment, vehicles or buildings in any Customer Premises; and
		8. vacate the Customer Premises by such date as the Customer may determine and, in any event, by no later than the Termination Date.
	2. Nothing in this Clause 10 will create or be deemed to create the relationship of landlord and tenant in respect of any Customer Premises between the Supplier.
9. Compliance with Policies and Law
	1. The Supplier will and will procure that all of the Supplier’s Personnel will:
		1. comply with all of the Customer’s policies and standards that are relevant to the performance of the Services, including those relating to safety, security, business ethics, drugs and alcohol and any other on site regulations specified by the Customer for personnel working at any Customer Premises or accessing the Customer’s computer systems. The Customer will provide the Supplier with copies of such policies and standards on request; and
		2. provide the Services and undertake all of its obligations under this Contract in compliance with all Applicable Laws.
	2. Without limiting the generality of Clause 11.1.2, the Supplier will comply with all Applicable Laws in force from time to time relating to discrimination in employment and the promotion of equal opportunities and will assist and co-operate with the Customer in relation to the Customer’s compliance with its duties under the Equality Act 2010 and any guidance, enactment, order, regulation or instrument made pursuant to the Equality Act 2010.
10. London Living Wage
	1. For the purpose of this Clause 12, **“****London Living Wage”** means the London rate for the basic hourly wage as updated and published annually by the Living Wage Foundation (or any relevant replacement organisation) on its website ([www.livingwage.org.uk](http://www.livingwage.org.uk/)).
	2. The Supplier acknowledges and agrees that the Mayor pursuant to section 155 of the Greater London Authority Act 1999 has directed the Customer to ensure that the London Living Wage is paid to anyone engaged by the Customer who is required to discharge contractual obligations (whether as a direct contractor or a sub-contractor) on the Customer’s estate in the circumstances set out in Clause 12.3.1.
	3. Without prejudice to any other provision of this Contract, the Supplier:
		1. will ensure that its employees, and will procure that the employees of its sub-contractors engaged in the performance of the Services:
			1. for two (2) or more hours of work in any given day in a week, for eight (8) or more consecutive weeks in a year; and
			2. at any of the Customer Premises,

are paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage;

* + 1. will ensure that none of:
			1. its employees; nor
			2. the employees of its sub-contractors,

engaged in the performance of the Services are paid less than the amount to which they are entitled in their respective contracts of employment; and

* + 1. will provide to the Customer such information concerning the London Living Wage as the Customer or its nominees may reasonably require from time to time.
	1. For the avoidance of doubt the Supplier will:
		1. implement the annual increase in the rate of the London Living Wage; and
		2. procure that its sub-contractors will implement the annual increase in the rate of the London Living Wage,

as soon as possible and, in any event, by no later than 1 April in the year following the publication of the increased rate of the London Living Wage.

* 1. The Customer reserves the right to audit (acting by itself or its nominee(s)) the provision of the London Living Wage to the Supplier’s employees and the employees of its sub-contractors.
	2. Any breach by the Supplier of the provisions of this Clause 12 will be treated as a material breach capable of remedy in accordance with Clause 27.1.1.
1. Supplier Equipment
	1. Risk in:
		1. all Supplier Equipment will be with the Supplier at all times; and
		2. all other equipment and materials forming part of the Services (title to which will pass to the Customer immediately on the earlier of delivery or use in the performance of the Services) (**“****Materials”**) will be with the Supplier at all times until completion of the Services in accordance with this Contract,

regardless of whether or not the Supplier Equipment and Materials are located at any Customer Premises.

* 1. The Supplier will ensure that all Supplier Equipment and all Materials meet all minimum safety standards required from time to time by Applicable Law.
1. Customer Obligations and Equipment
	1. The Customer will provide the Supplier, on request, with such reasonable co-operation, information, and access to personnel and premises that the Supplier may reasonably require from time to time to the extent necessary for the proper performance of the Supplier’s obligations under this Contract.
2. Records, Audit and Inspection
	1. The Supplier will, and will procure that its sub-contractors will, maintain a detailed, complete and correct set of records and books of account pertaining to all activities relating to the performance of the Services and the Supplier’s obligations under this Contract including time-sheets for the Supplier’s Personnel where such records are material to the calculation of the Charges and details of all hazards and incidents relating to health, safety or security which occur during the Term (the **“Records”**).
	2. The Supplier will retain all Records during the Term and for a period of not less than six (6) years (or such longer period as may be required by Applicable Law), except Records containing Personal Data which will only be retained for as long as necessary, following termination or expiry of this Contract (“**Retention Period**”).
	3. The Supplier will provide copies of the Records to the Customer upon request during the Retention Period.
	4. The Customer and any person nominated by the Customer (including a Regulatory Authority) has the right to audit any and all Records at any time during the Retention Period on giving to the Supplier reasonable notice (whether in writing or verbally) and at any reasonable time to copy, examine and inspect the Records and any aspect of the Supplier’s performance of the Services (including compliance with Clause 11.1) and the Supplier’s compliance with its obligations under this Contract. The Supplier will give all reasonable assistance to the Customer or its nominee in conducting such inspection, including making available documents, systems and staff for interview.
3. Set-Off

All damages, costs, charges, expenses, debts, sums, liabilities or other amounts owing (contingently or otherwise and whether such liability is present or future, liquidated or unliquidated) to or incurred by the Customer (or any of the Customer’s Group Companies) arising out of or attributable to this Contract or any other contract between the Customer (or any of the Customer’s Group Companies) and the Supplier may be deducted by the Customer from monies due or which may become due to the Supplier under this Contract or under any other contract with the Customer or any of the Customer’s Group Companies and the Customer may recover such amount from the Supplier as a debt.

1. Indemnity
	1. Subject to Clause 17.2, the Supplier is responsible for and will indemnify, keep indemnified and hold harmless the Customer and the Customer’s Group Companies (including their respective employees, sub-contractors and agents) (the **“Indemnified Party”**) against all Losses which the Indemnified Party incurs or suffers as a consequence of:
		1. any breach of Clause 11.1.2 or any negligent performance of this Contract by the Supplier (or any of the Supplier’s Personnel); and
		2. any claim and/or proceedings made and/or brought against the Customer and/or any of its Group Companies by any person for:
			1. death and/or personal injury; and/or
			2. loss, damage, deterioration and/or destruction of and/or to property (including the Customer Premises), arising out of and/or in connection with any act and/or omission of the Supplier and/or the Supplier’s Personnel, including negligence.
	2. The Supplier is not responsible for and will not indemnify the Customer for any Losses to the extent that such Losses are solely caused by any breach or negligent performance of any of its obligations under this Contract by the Customer.
2. Limitation of Liability
	1. Subject to Clauses 18.3 and 18.4**,** the Supplier’s Liability will be limited to £10,000,000 per claim.
	2. Subject to Clauses 18.3 and 18.4**,** the Customer’s maximum aggregate Liability in each Year will be limited to the amount of the Charges properly due and payable in that Year.
	3. Nothing in this Contract will operate to exclude or restrict Liability of a Party:
		1. that cannot be excluded or restricted in this Contract in respect of death or personal injury resulting from negligence by operation of Section 2(1) Unfair Contract Terms Act 1977;
		2. for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;
		3. for breach of its obligations arising under section 12 Sale of Goods Act 1979;
		4. for breach of its obligations arising under section 2 Supply of Goods and Services Act 1982;
		5. arising under Section 2(3) Consumer Protection Act 1987; or
		6. for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, its liability.

Any Liability of a Party which falls within this Clause 18.3 will not be taken into account in assessing whether the financial limits in Clauses 18.1 or 18.2 have been reached.

* 1. Without prejudice to Clause 18.3 nothing in this Contract will operate to exclude or restrict either Party’s Liability:
		1. for any breach of Clause 21 (Protection of Personal Data);
		2. for any breach of Clause 22 (Confidentiality and Transparency);
		3. for any breach of Clause 24 (Anti-Corruption);
		4. for any breach of Clause 25 (Anti-Slavery);
		5. under the indemnities contained in this Contract. or
		6. for a deliberate breach of this Contract by that Party.

Any Liability of a Party which falls within this Clause 18.4 will not be taken into account in assessing whether the financial limits in Clauses 18.1 and 18.2 have been reached.

1. Insurance
	1. The Supplier will at its sole cost maintain insurance cover with a reputable insurer to cover its liability under this Contract, including as a minimum the insurances set out in Schedule 1 (the “**Insurances**”), for the Term and for a period of six (6) years after the Termination Date. The Supplier will ensure that the Customer’s interest is noted on each and every policy or that any public liability, product liability or employer’s liability insurance includes an Indemnity to Principal clause.
	2. The Supplier will produce evidence to the Customer on reasonable request of the Insurances and payment of all premiums due on each policy.
2. Intellectual Property Rights
	1. The Supplier hereby assigns with full title guarantee to the Customer all Intellectual Property Rights in all documents, drawings, computer software and any other work prepared or developed by or on behalf of the Supplier in the provision of the Services, including the Deliverables, (the **“Products”**) provided that such assignment will not include items not prepared or developed for the purposes of this Contract.
	2. The Supplier will provide the Customer with copies of all materials relied upon or referred to in the creation of the Products, together with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
	3. The Supplier will have no right (save where expressly permitted under this Contract or with the Customer’s prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Customer.
	4. The Supplier warrants, represents and undertakes that all documents, drawings, software and any other work prepared or developed by the Supplier or supplied to the Customer under this Contract will not infringe any Intellectual Property Rights or any other legal or equitable right of any person.
	5. Without prejudice to Clause 0, the Supplier will indemnify and keep indemnified the Customer and the Customer’s Group Companies against all Losses that arise from or are incurred by reason of any infringement or alleged infringement of any Intellectual Property Rights.
3. Protection of Personal Data
	1. The Supplier (and any permitted sub-contractor) will comply with the Data Protection Legislation.
	2. Notwithstanding the generality of Clause 21.1:
		1. the Supplier will bring into effect and maintain all reasonable technical and organisational measures to prevent unauthorised or unlawful Processing of Personal Data and accidental loss or destruction of, or damage to, Personal Data including taking reasonable steps to ensure the reliability of staff having access to the Personal Data;
		2. the Customer may, at reasonable intervals, request a written description of the technical and organisational methods employed by the Supplier and the sub-contractors referred to in this Clause 21. Within twenty (20) Business Days of such a request (or such shorter timescale as requested by the Customer from time to time), the Supplier will supply written particulars of all such measures detailed to a reasonable level such that the Customer can determine whether or not, in connection with the Personal Data, it is compliant with the Data Protection Legislation; and
		3. on or before the end of the Term, the Supplier will ensure that all documents or computer records in its possession, custody or control, which contain Personal Data in connection with this Contract, including any documents in the possession, custody or control of a sub-contractor, are delivered up to the Customer.
4. Confidentiality and Transparency
	1. The Supplier and, subject to Clauses 22.4 and 23, the Customer, will keep confidential any and all Confidential Information and will:
		1. not use the Confidential Information for any purpose other than to perform its obligations under this Contract;
		2. only disclose the Confidential Information to those of its personnel who need access to that Confidential Information in order to fulfil its obligations in accordance with the terms of this Contract and on terms substantially equivalent to those contained in this Clause 22; and
		3. only make such copies, summaries, extracts, transcripts, notes, reports, analyses and recordings (in any form of media) that use, contain or are based on (or derived from) Confidential Information as are reasonably necessary to fulfil its obligations under this Contract.
	2. The obligations set out in Clause 22.1 will not apply to any Confidential Information which:
		1. at the time of disclosure, was in the public domain or subsequently entered into the public domain other than as a direct or indirect result of a breach of this Clause 22 by the Customer or the Supplier (or any of the Supplier’s Personnel), respectively as the case may be; or
		2. is required to disclose by order of a court of competent jurisdiction but then only to the extent of such required disclosure.
	3. The Parties will keep secure all materials containing the other Party’s Confidential Information in relation to this Contract and its performance and apply to such Confidential Information documentary and electronic security measures that match or exceed those which it operates in relation to its own confidential information and will never exercise less than reasonable care.
	4. The Supplier acknowledges that the Customer is subject to the Transparency Commitment. Accordingly, the Supplier hereby gives its consent for the Customer to publish the Contract Information to the general public.
	5. The Customer may in its absolute discretion redact all or part of the Contract Information prior to its publication. In so doing and in its absolute discretion the Customer may take account of the exemptions/exceptions that would be available in relation to information requested under the FOI Legislation. The Customer may in its absolute discretion consult with the Supplier regarding any redactions to the Contract Information to be published pursuant to Clause 22.4. The Customer will make the final decision regarding publication and/or redaction of the Contract Information.
5. Freedom of Information
	1. The Supplier acknowledges that the Customer is subject to the requirements of FOI Legislation. Accordingly from time to time the Customer may be required to disclose information relating to the Supplier and/or this Contract.
	2. Where a Request for Information has been received by the Customer, then it will:
		1. consider the applicability of exemptions under the FOI Legislation or any other applicable legislation;
		2. before responding to such a request (which, for the avoidance of doubt, includes confirming or denying that the information is held by the Customer or on the Customer’s behalf) and/or disclosing information about or relating to the Supplier, the Services and/or this Contract, notify the Supplier of this request and stipulate the time period during which the Supplier needs to respond in order to assist the Customer to determine whether any exemptions under FOI Legislation apply (including where necessary why the public interest in maintaining the exemption is not outweighed by the public interest in disclosure and an estimate of any expenditure that the Supplier is likely to incur in complying with the request);
		3. in determining whether any exemptions apply and/or whether to confirm or deny and/or disclose any information pursuant to this Clause 23.2, take into account any reasonable representations made to it by the Supplier;
		4. where it requires the Supplier to confirm whether such information is held by the Supplier on its behalf and, if necessary, to provide any such information, stipulate the time period in which it requires the Supplier to make such confirmation and/or provide such information; and
		5. where it determines to disclose the information then it will notify the Supplier of such decision as soon as reasonably practicable and in any event no later than two (2) Business Days prior to disclosure.
	3. The Supplier will facilitate the Customer in complying with its obligations under the FOI Legislation and any necessary consultation and to the extent that such obligations relate to information held by the Supplier on behalf of the Customer indicating whether such information is held by them and if necessary to provide that information to the Customer, within the timescale stipulated by the Customer in Clauses 23.2.2 and/or 23.2.4.
6. Anti-Corruption
	1. The Parties will, and will procure that their personnel will at all times:
		1. comply with all applicable Anti-Bribery Laws;
		2. not do or omit to do any act or thing which constitutes or may constitute an offence under Anti-Bribery Laws; and
		3. not do or omit to do any act or thing which causes or may cause the other Party or any of their Group Companies to be in breach of and/or to commit an offence under any Anti-Bribery Laws.
	2. Any breach of this Clause 24 will be a material breach of this Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.
7. Anti-Slavery
	1. The Parties will, and will procure that their personnel will at all times:
		1. comply with all applicable Anti-Slavery Laws;
		2. not engage in any Modern Slavery Practice; and
		3. not do or omit to do any act or thing which causes or may cause the other Party or any of their Group Companies to be in breach of and/or to commit an offence under any Anti-Slavery Laws.
	2. The Supplier will:
		1. conduct proper and detailed checks on any agency or person used by the Supplier to provide labour, employees, contractors or other persons to undertake tasks for the Supplier in connection with this Contract (in each case whether on a permanent or temporary basis) to ensure that any such agency or entity does not engage and has not in the past engaged in any Modern Slavery Practice or abuse of human rights; and
		2. provide the Customer with such reasonable assistance and information as the Customer may require from time to time to enable the Customer to:
			1. perform any activity required by any government, regulatory entity or agency in any relevant jurisdiction for the purpose of compliance with any applicable Anti-Slavery Laws or as required by the Customer;
			2. prepare a slavery and human trafficking statement as required by section 54 Modern Slavery Act 2015 and to include the matters referred to in section 54(5) of that Act;
			3. comply with any requirement to report on respect for human rights or to enable the Customer to demonstrate compliance with any human rights code or policy to which it adheres or which applies to it; and
			4. conduct due diligence and to measure the effectiveness of the steps the Customer is taking or wishes to take to ensure that Modern Slavery Practice or abuse of human rights is not taking place in its business or supply chains.
	3. The Supplier will immediately give written notice to the Customer upon the occurrence of a breach or suspected breach of any of its obligations referred to in this Clause 25. The notice will set out full details of the breach or suspected breach.
	4. Any breach of this Clause 25by the Supplier will be a material breach of this Contract which is not capable of being remedied, irrespective of whether any financial loss or reputational damage arises and irrespective of the level of any financial loss or deprivation of benefit arising as a consequence of the breach.
	5. Without prejudice to Clause 0, the Supplier will indemnify and keep indemnified the Customer and the Customer’s Group Companies against all Losses, in each case arising out of or in connection with any breach by the Supplier of any of its obligations under this Clause 25 (including any failure or delay in performing, or negligent performance or non-performance of, any of those obligations).
8. Service Suspension and Step-In
	1. If:
		1. the Customer has the right to terminate this Contract (other than under Clause 27.6);
		2. the Customer is instructed by a Regulatory Authority or is required by Applicable Law to exercise its rights under this Clause 26;
		3. a serious risk exists to the health or safety of persons or property or to the environment; or
		4. the Supplier has given notice to the Customer that it has suffered a Force Majeure Event and is unable to perform part or all of the Services at all or in accordance with this Contract;

the Customer will be entitled, by giving written notice to that effect to the Supplier, to:

* + 1. require the Supplier to suspend the affected Services; and/or
		2. step-in, take-over, manage and/or supervise performance of the affected Services (either itself or via a nominated third party).

The Customer’s exercise of its rights under this Clause 26.1 will be without prejudice to any other rights that the Customer has under this Contract or otherwise.

* 1. If the Customer requires the Supplier to suspend performance of affected Services under Clause 26.1.5, the Supplier will suspend performance of the relevant Services until such time as the Customer gives written notice to the Supplier to recommence performance of those Services. During the period of suspension, the Supplier will continue to perform all other Services in accordance with this Contract. The Customer will not be liable to pay Charges in respect of any suspended Services during the period of suspension.
	2. If the Customer exercises its Step-in Rights the Supplier will:
		1. permit the Customer (or its nominated third party) to use the Supplier’s resources and facilities (including the Supplier Equipment, the Supplier’s IT system, the Supplier’s premises, Supplier’s Personnel, the benefit of contracts and the services of is sub-contractors) for the purpose of exercising its Step-in Rights;
		2. comply, and will procure that its sub-contractors and the Supplier’s Personnel will comply, with all instructions given by the Customer (or its nominated third party) in connection with the Customer’s exercise of its Step-in Rights;
		3. provide all co-operation, information and assistance that the Customer (or its nominated third party) may require in connection with the Customer’s exercise of its Step-in Rights; and
		4. continue to perform, in accordance with this Contract, any Services that are not Step-in Services and all the Supplier’s other obligations under this Contract.
	3. If the Customer exercises its Step-in Rights the Customer:
		1. will continue to pay the Charges, in accordance with this Contract, in respect of any Services that are not Step-in Services; and
		2. will not be liable to pay Charges in respect of any Step-in Services.
	4. The Supplier will reimburse all Step‑in Expenditure to the Customer and will pay the Step‑in Expenditure within ten (10) Business Days of receipt of an invoice for the same.
	5. The Supplier will resume performance of the Step-in Services if:
		1. the Customer gives not less than ten (10) Business Days’ written notice to the Supplier that it requires the Supplier to resume performance of the Step-in Services; or
		2. the Supplier gives not less than ten (10) Business Days’ written notice to the Customer that it wishes to resume performance of the Step-in Services (such notice to set out details of the measures put in place to ensure that the Supplier is capable of performing the Step-in Services in accordance with the provisions of this Contract) and the Customer, acting reasonably, gives written notice to the Supplier confirming that it agrees to the Supplier resuming performance of the Step-in Services.

In each case the Supplier will resume performance of the Step-in Services on the date specified in the Customer’s notice.

* 1. Without prejudice to any other rights of termination, the Customer will be entitled to terminate this Contract by giving not less than ten (10) Business Days’ written notice to that effect to the Supplier at any time if the Customer has exercised its Step-in Rights and the Supplier has not resumed performance of the relevant Step-in Services under Clause 26.6.
	2. The exercise by the Customer of its rights under this Clause 26 will not result in the Customer, any of the Customer’s Group Companies (or its or their nominated third party) assuming the status of employer in respect of any of the Supplier’s Personnel and the Supplier will continue to be responsible for all employment costs in respect of the Supplier’s Personnel. The Supplier will indemnify the Customer and the Customer’s Group Companies and the Customer’s nominated third party against all Losses, in each case arising out of or in connection with any claim or allegation made by any member of the Supplier’s Personnel that the Customer or any of the Customer’s Group Companies or the Customer’s nominated third party is that individual’s employer (including in relation to the employment and termination of employment of the Supplier’s Personnel).
1. Breach and Termination of Contract
	1. Without prejudice to either Party’s right to terminate at common law, either Party may terminate this Contract upon giving notice to the other:
		1. except as provided in and without prejudice to Clause 27.1.2, if the other Party has committed any material breach of this Contract which:
			1. cannot be remedied; or
			2. can be remedied but the other Party fails to remedy that breach within ten (10) Business Days from the date of written notice to giving details of the breach and requiring it to be remedied was given;
		2. if the other Party is Insolvent; or
		3. in the case of the Customer, if the Customer is not satisfied on the issue of any conflict of interest in accordance with Clause 9.
	2. Without prejudice to any of the Customer’s other rights, powers or remedies (whether under this Contract or otherwise) if the Supplier is in breach of any of its warranties and/or obligations under Clause 4, the Supplier will, if required to do so by the Customer, promptly remedy and/or re-perform the Services or part of them at its own expense to ensure compliance with such warranties. Nothing in this Clause 27.1 will prevent the Customer from procuring the provision of any Services or any remedial action in respect of any Services from an alternative contractor and, where the Customer so procures any Services or any remedial action, the Customer will be entitled to recover from the Supplier all additional cost, loss and expense incurred by the Customer and attributable to the Customer procuring such Services or remedial action from such alternative contractor.
	3. If a Force Majeure Event occurs and an Affected Party wishes to claim relief under Clause 27.4 or 27.5, that Affected Party will:
		1. give the other Party written notice of the occurrence, anticipated duration and impact of the Force Majeure Event and its wish to claim relief;
		2. take all reasonable measures to mitigate the effects of the Force Majeure Event; and
		3. continue to perform all of its obligations under this Contract the performance of which are not affected by the Force Majeure Event or its direct effects
	4. Subject to compliance with Clause 27.3, neither Party will be deemed to be in breach of this Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under this Contract to the extent that such failure or delay is due to a Force Majeure Event which has a material adverse impact on its ability to perform its obligations under this Contract. If the Force Majeure Event continues to have such a material adverse impact for more than eight (8) weeks from the date on which that Force Majeure Event was first notified under Clause 27.3, then for as long as such Force Majeure Event continues and has that effect, the Party not affected by such Force Majeure Event (**“Innocent Party”**) may terminate this Contract immediately upon giving notice to the Affected Party. If this Contract is terminated in accordance with this Clause 27.4 then without prejudice to any rights and liabilities which accrued prior to termination the Affected Party will not be liable to the Innocent Party by reason of such termination.
	5. If a Force Majeure Event has the effect that either the Customer is unable to receive or does not require the Services to be provided (including due to the Customer’s Premises benefitting from the Services being restricted in use or otherwise closed), the Customer may suspend the Services on notice to the Supplier during the period of such Force Majeure Event and no Charges shall be payable in respect of the suspended Services. For the avoidance of doubt, the Customer will not be deemed to be in breach of this Contract, or otherwise liable to the Supplier in any manner whatsoever, for any suspension in accordance with this Clause 27.5. If such suspension continues for more than eight (8) weeks: (a) the Customer may terminate this Contract immediately on giving notice to the Supplier; or (b) the Supplier may give notice to the Customer that it requires the Services (and corresponding payment of the Charges) to recommence. If the Customer has not consented to the recommencement of the Services (and payment of the corresponding Charges for such Services following recommencement) within two (2) weeks of receipt of such notice from the Supplier, the Supplier may terminate this Contract immediately on giving written notice to the Customer. If this Contract is terminated in accordance with this Clause 27.5 then without prejudice to any rights and liabilities which accrued prior to termination the terminating Party will not be liable to the other Party by reason of such termination.
	6. Without prejudice to the Customer’s right to terminate this Contract under Clauses 27.1, 27.4, 27.5 or to terminate at common law, the Customer may terminate this Contract at any time without cause subject to giving the Supplier written notice of the period specified in Schedule 1.
	7. Without prejudice to the Customer’s right to terminate this Contract under Clauses 27.1, 27.4, 27.5 or at common law, the Customer may terminate this Contract at any time following a Declaration of Ineffectiveness or Public Procurement Termination Event in accordance with the provisions of Clause 29.
	8. To the extent that the Customer has a right to terminate this Contract then, as an alternative to termination, the Customer may by giving notice to the Supplier require the Supplier to provide part only of the Goods and/or Services with effect from the date specified in the Customer’s notice (**“Change Date”**) whereupon the provision of the remainder of the Goods and/or Services will cease and the definition of the “Goods” and/or “Services” will be construed accordingly. The Charges applicable with effect from the Change Date will be adjusted proportionately or if in the Customer’s opinion a proportionate adjustment would not be reasonable in such manner as the Customer may determine.
2. Consequences of Termination or Expiry
	1. The termination or expiry of this Contract will not prejudice or affect any right, power or remedy which has accrued or will accrue to either Party prior to or after such termination or expiry.
	2. Upon expiry or termination of this Contract (howsoever caused):
		1. the Supplier will, at no further cost to the Customer:
			1. deliver to the Customer, any Deliverables not yet delivered, whether or not complete;
			2. take all such steps as will be necessary for the orderly handover of Services to the Customer (or its nominee), such that the Services can be carried on with the minimum of interruption and inconvenience to the Customer and to effect such handover;
			3. on receipt of the Customer’s written instructions to do so (but not otherwise), arrange to remove all electronically held information by a mutually agreed date, including the purging of all disk-based information and the reformatting of all disks; and
			4. cease to use the Confidential Information; and
		2. the Customer will (subject to Clauses 16, 27.1 and 27.5) pay the Supplier any Charges remaining due in relation to any Services properly performed in accordance with this Contract up to the date of termination
3. Declaration of Ineffectiveness and Public Procurement Termination Event
	1. In the event that a court makes a Declaration of Ineffectiveness, the Customer will promptly notify the Supplier. The Parties agree that the provisions of Clause 28 and this Clause 29 will apply as from the date of receipt by the Supplier of the notification of the Declaration of Ineffectiveness. Where there is any conflict or discrepancy between the provisions of Clause 28 and this Clause 29 or the Cessation Plan, the provisions of this Clause 29 and the Cessation Plan will prevail.
	2. The Declaration of Ineffectiveness will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Declaration of Ineffectiveness.
	3. Without prejudice to the Customer’s rights of termination implied into this Contract by regulation 73(3) of the Public Contracts Regulations 2015 or any equivalent provisions in regulations implementing the EU Utilities Directive 2014/25, in the event of a Public Procurement Termination Event, the Customer will promptly notify the Supplier and the Parties agree that the provisions of Clause 28 and these Clauses 29.3 to 29.7 (inclusive) will apply as from the date of receipt by the Supplier of the notification of the Public Procurement Termination Event. If there is any conflict or discrepancy between the provisions of Clause 28 and these Clauses 29.3 to 29.7 or the Cessation Plan, the provisions of these Clauses 29.3 to 29.7 and the Cessation Plan will prevail.
	4. The Public Procurement Termination Event will not prejudice or affect any right, liability or remedy which has accrued or will accrue to either Party prior to or after such Public Procurement Termination Event.
	5. As from the date of receipt by the Supplier of the notification of a Declaration of Ineffectiveness or a Public Procurement Termination Event, the Parties (acting reasonably and in good faith) will agree or, in the absence of such agreement, the Customer will reasonably determine an appropriate Cessation Plan with the object of achieving:
		1. an orderly and efficient cessation of the Services or (at the Customer’s request) a transition of the Services to the Customer or such other entity as the Customer may specify; and
		2. minimal disruption or inconvenience to the Customer

in accordance with the provisions of this Clause 29 and to give effect to the terms of the Declaration of Ineffectiveness or the Public Procurement Termination Event.

* 1. Upon agreement, or determination by the Customer, of the Cessation Plan the Parties will comply with their respective obligations under the Cessation Plan.
	2. The Customer will pay the Supplier’s reasonable costs in assisting the Customer in preparing, agreeing and complying with the Cessation Plan. Such costs will be based on any comparable costs or Charges agreed as part of this Contract or as otherwise reasonably determined by the Customer. Provided that the Customer will not be liable to the Supplier for any loss of profit, revenue, goodwill or loss of opportunity as a result of the cessation and early termination of this Contract pursuant to this Clause 29.
1. Survival

The provisions of Clauses 1, 4.2, 4.3, 4.4, 4.6, 6.3, 7.7, 10.1.8, 10.2, 13.1, 15-18 (inclusive), 20, 21-23 (inclusive), 25.5, 28, 33-39 (inclusive) and any other Clauses or Schedules that are necessary to give effect to those Clauses will survive termination or expiry of this Contract. In addition, any other provision of this Contract which by its nature or implication is required to survive the termination or expiry of this Contract will do so.

1. Rights of Third Parties
	1. The Parties hereby declare that no term of this Contract is intended to confer a benefit on any third party (as defined by the Contracts (Rights of Third Parties) Act 1999) nor is intended to be enforceable by any third party.
2. Assignment and Novation
	1. The Customer may novate, assign or otherwise transfer this Contract (in whole or in part).
	2. Subject to Clause 7.7.3.2, this Contract is personal to the Supplier who will not assign the benefit or delegate the burden of this Contract or otherwise transfer any right or obligation under this Contract without the prior written consent of the Customer.
3. Non-Waiver of Rights

A delay in exercising or failure to exercise a right or remedy under or in connection with this Contract will not constitute a waiver of, or prevent or restrict future exercise of, that or any other right or remedy, nor will the single or partial exercise of a right or remedy prevent or restrict the further exercise of that or any other right or remedy. A waiver of any right, remedy, breach or default will only be valid if it is in writing and signed by the Party giving it (and communicated to the other Party in writing in accordance with the provisions of Clause 35) and only in the circumstances and for the purpose for which it was given and will not constitute a waiver of any other right, remedy, breach or default.

1. Illegality and Severability

Subject to Clause 29, if any term of this Contract (in whole or in part) is held invalid, illegal, unlawful, void or unenforceable for any reason by any court or body or authority of competent jurisdiction, such term will be severed from this Contract and the remaining provisions will continue in full force and effect as if this Contract had been executed without the invalid, illegal, unlawful, void or unenforceable provision.

1. Notices
	1. Subject to Clause 35.4, any notice given under or in connection with this Contract will be in the English language, marked for the attention of the specified representative of the Party to be given the notice and:
		1. sent to that Party’s office address by pre-paid first class post or mail delivery service providing proof of delivery;
		2. delivered to or left at that Party’s office address (but not, in either case, by one of the methods set out in Clause 35.1.1); or
		3. sent by e-mail to that Party’s e-mail address.

The e-mail address, office address and representative for each Party are set out in Schedule 1.

* 1. Any notice given in accordance with Clause 35.1 will be deemed to have been served:
		1. if given by first class post or mail delivery service, in each case as set out in Clause 35.1.1, at 9.00am on the second Business Day after the date of posting;
		2. if given as set out in Clause 35.1.2, at the time the notice is delivered to or left at that Party’s address; and
		3. if given as set out in Clause 35.1.3, at the time of sending the e-mail;

provided that if a notice is deemed to be served before 9.00am on a Business Day it will be deemed to be served at 9.00am on that Business Day and if it is deemed to be served on a day which is not a Business Day or after 5.00pm on a Business Day it will be deemed to be served at 9.00am on the immediately following Business Day.

* 1. If a notice is given in accordance with Clause 35.1.3 the title to the e-mail will begin with the words “Service of Notice” and a copy of the notice will be sent to the receiving Party’s address (as set out in or changed in accordance with Clause 35.1) by pre-paid first class post or mail delivery service providing proof of delivery within twenty-four (24) hours after sending the e-mail. The requirement set out in this Clause 35.3is not a condition to valid service of the relevant notice by e-mail
	2. This Clause 35 will not apply to the service of any proceedings or other documents in a legal action to which the Civil Procedure Rules apply.
1. Entire Agreement
	1. Subject to Clause 36.2:
		1. this Contract and all documents referred to in this Contract, contain all of the terms which the Parties have agreed relating to the subject matter of this Contract and supersedes and extinguishes any prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature whatsoever, whether or not in writing relating to the provision of the Services. Neither Party has been induced to enter into this Contract by a statement which this Contract does not contain; and
		2. without prejudice to the Supplier’s obligations under this Contract, the Supplier is responsible for and will make no claim against the Customer in respect of any misunderstanding affecting the basis of the Supplier’s tender in respect of this Contract or any incorrect or incomplete information howsoever obtained.
	2. Nothing in this Clause 36 excludes any liability which one Party would otherwise have in respect of any statement it has made fraudulently to the other Party.
2. Counterparts

This Contract may be executed in any number of counterparts or duplicates, each of which will be an original, and such counterparts or duplicates will together constitute one and the same agreement.

1. Relationship of the Parties

Nothing in this Contract and no action taken by the Parties in connection with it constitutes, or will create, a partnership or joint venture or relationship of employer and employee between the Parties. Except as expressly provided in this Contract, nothing in this Contract will give either Party authority to act as the agent of or in the name of or on behalf of the other Party or to bind the other Party or to hold itself out as being entitled to do so.

1. Governing Law and Jurisdiction
	1. This Contract and any non-contractual obligations arising out of or in connection with it will be governed by and construed in accordance with the law of England and Wales.
	2. The courts of England and Wales will have exclusive jurisdiction to determine any dispute which may arise out of or in connection with this Contract (including in relation to any non-contractual obligations).
	3. The Customer may seek interim injunctive relief or any other interim measure of protection in any court of competent jurisdiction.
2. schedule 1

KEY CONTRACT INFORMATION

1. **Contract Reference Number**: [INSERT]
2. **Commencement**: [INSERT]
	1. Contract Commencement Date: [INSERT] July 2021
	2. Service Commencement Date: [INSERT] July 2021
3. **Term/Expiry Date**: July 2023 starting on the Contract Commencement Date.
4. **Time for payment** where not thirty (30) days (see Clause 6.1): NOT USED
5. **Address for invoices:** [INSERT]
6. **Contract Managers**
	1. Details of the Customer’s Contract Manager

**Name:** [name of relevant technical contact]

**Address:** [London Stadium, Queen Elizabeth Olympic Park, E20 2ST]

**Tel:** [INSERT]

**Fax:** [INSERT]

**Email**: [INSERT]

* 1. Details of the Supplier’s Contract Manager

**Name:** [INSERT]

**Address:** [INSERT]

**Tel:** [INSERT]

**Fax:** [INSERT]

**Email**: [INSERT]

1. **Insurance**:

|  |  |
| --- | --- |
| **Type of Insurance** | **Amount of Insurance per claim, occurrence or event** |
| Employers’ liability | £5m |
| Public liability to cover injury and loss to third parties | £10m |
| Insurance to cover the loss or damage to any item related to the Services | £10m |
| Product liability | £10m |

1. **Notice period** in accordance with Clause 27.5 (termination without cause):

Ninety (90) days

1. **Address for service of notices** in accordance with Clause 35:

**For the Customer:**

For the Attention of: [INSERT]

Email: [INSERT]

**For the Supplier**:

For the Attention of: [INSERT]

Email: [INSERT]

1. Office facilities to be provided to the Supplier in accordance with Clause 10.2: None
2. Training to be provided by the Supplier in accordance with Clause 7.6: Stadium Induction
3. Schedule 2

SPECIFICATION

1. Services Specification
2. TO BE INSERTED AS PER TENDER DOCUMENTS
3. Deliverables
4. TO BE CONFIRMED FROM TENDER DOCUMENTS
5.
6. Schedule 3

CHARGES

[TO BE INSERTED BASED ON TEDNER DOCMENTS]

1. **THIS CONTRACT** has been signed for and on behalf of the Parties the day and year written above.
2. Signed by )
3. for and on behalf of )
4. **LONDON STADIUM 185 LIMITED** )
5. Signature:
6. Print name and position:

Date:

1.
2. Signed by )
3. for and on behalf of )
4. **LONDON STADIUM 185 LIMITED** )
5. Signature:
6. Print name and position:

Date:

1.
2. Signed by )
3. for and on behalf of )
4. [**INSERT SUPPLIER**] )
5. Signature:
6. Print name and position:

Date: