

S3 - PRECEDENT FRAMEWORK CONTRACT FOR THE PURCHASE OF SERVICES

SECTION A

This Framework Contract is dated 1st December 2021.

Parties

- (1) **Pubs Code Adjudicator**, Lower Ground, Victoria Square House, Victoria Square, Birmingham, B2 4AJ (The Contracting Authority).
- (2) **Chartered Institute of Arbitrators**, a company incorporated in England with company number RC000099 and registered, whose office is at 12 Bloomsbury Square, London, WC1A 2LP, United Kingdom (the Supplier).

Background

The Contracting Authority wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

This Framework Contract sets out the contractual obligations under which the Contracting Authority may place Orders (as defined below) and conclude Contracts for Services.

Agreed Terms

A1 Interpretation

A1-1 Definitions. In each Contract (as defined below), the following definitions apply:

Agent: Where UK Shared Business Services is not the named Contracting Authority is Parties (1), UK SBS has been nominated as agent on behalf of the Contracting Authority and therefore all communications both written and verbal will be received as issued by the Contracting Authority.

Associated Bodies and Authorised Entities: Associated Bodies and Authorised Entities include but are not limited to The Science and Technology Facilities Council, The Medical Research Council, The Engineering and Physical Sciences Research Council, The Economic and Social Research Council, The Natural Environment Research Council, The Arts and Humanities Research Council, The Biotechnology and Biological Sciences Research Council, UK SBS Ltd, Central Government Departments and their Agencies, Non Departmental Public Bodies, NHS bodies, Local Authorities, Voluntary Sector Charities, and/or other private organisations acting as managing agents or procuring on behalf of these UK bodies. Further details of these organisations can be found at:

<http://www.ukpbs.co.uk/services/procure/contracts/Pages/default.aspx>

Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

Charges: the charges payable by the Contracting Authority for the supply of the Services in accordance with clause B4.

Commencement: the date and any specified time that the Contract starts

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause C7-12.

Confidential Information: any confidential information, knowhow and data (in any form or medium) which relates to UK SBS, the Contracting Authority or the Supplier, including information relating to the businesses of UK SBS, the Contracting Authority or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the Special Conditions (if any).

Contract: any contract between the Contracting Authority and the Supplier for the sale and purchase of the Services, in accordance with the terms of this Framework Contract, any Special Conditions and the relevant Order only, and which contract is concluded in accordance with clauses A2-10 and A2-11.

Contracting Authority: Pubs Code Adjudicator, as specified at Section A (1) and any replacement or successor organisation.

Deliverables: all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

Document: includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

EIR: The Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Extension Period: Following the Initial Term of this Framework Agreement there will be the optional Extension Period of 1 year + 1 year.

FOIA: The Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

GDPR: The General Data Protection Regulations as amended from time to time.

Goods: any such Deliverable that is associated with the delivery of the services

Information: has the meaning given under section 84 of FOIA.

Initial Term: 2 years, commencing on the date of this Framework Contract.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of

protection in any part of the world.

Maximum Expiry Date: the date specified in the Find a Tender advertisement as the intended maximum end date of this Framework Contract.

Order: the Contracting Authority's order for the Services, as set out in the Contracting Authority's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 2. For the avoidance of doubt, if the Contracting Authority's purchase order form is not in the format of the pro forma order form at Schedule 2, it will not constitute an Order.

Public Body: any part of the government of the United Kingdom including but not limited to the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

Request for Information: a request for Information or an apparent request under FOIA or EIR.

Scheme Effective Date: the date on which the United Kingdom Research and Innovation become a legal entity.

Services: the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Order.

Special Conditions: the special conditions (if any) set out in Schedule 1.

Specification: any specification for the Services, including any related plans and drawings that is supplied to the Supplier by the Contracting Authority, or produced by the Supplier and agreed in writing by the Contracting Authority.

Supplier or Suppliers: the parties to the contract as named in Section A (2).

Supplier's Associate: any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.

TUPE: The Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

UKRI: UK Research Council and Innovation, established as a body corporate in accordance with the Higher Education and Research Act 2017.

UK SBS: UK Shared Business Services Limited (a limited company registered in England and Wales with company number 06330639). Where UK SBS is not named as the Contracting Authority within section A (1), UK SBS will be acting as an agent on behalf of the Contracting Authority.

Working Day: any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 Construction. In this Framework Contract and any subsequent call off Contract, unless the context requires otherwise, the following rules apply:

- A1-2-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
- A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.
- A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- A1-2-4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- A1-2-5 The headings in this Framework Contract are for ease of reference only and do not affect the interpretation or construction of this Framework Contract or any Contract.
- A1-2-6 A reference to **writing** or **written** includes faxes and e-mails.

A2 Basis of Contract

- A2-1 Where UK SBS is not the Contracting Authority, UK SBS is the agent of the Contracting Authority for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of services on behalf of the Contracting Authority. UK SBS will not itself be a party to, nor have any liability under, the Framework Contract unless it is expressly specified as Contracting Authority in the Order.
- A2-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority appoints the Supplier to supply Services to the Contracting Authority in accordance with this Framework Contract.
- A2-3 This Framework Contract enters into force on the date on which it is signed by the Contracting Authority and the Supplier and shall remain in full force and effect for the Initial Term and, subject to clause A2-4, any subsequent extension period following the Initial Term which is agreed in writing between the parties from time to time, or unless and until expiry or termination in accordance with clause A3, whichever is earlier.
- A2-4 In no circumstances shall this Framework Contract be extended pursuant to clause A2-3 beyond the Maximum Expiry Date. In the event that the parties attempt to extend this agreement beyond the Maximum Expiry Date, such extension shall only have effect until the Maximum Expiry Date and the rights and obligations of the parties shall be apportioned accordingly.
- A2-5 The Contracting Authority may order Services to be supplied under this Framework Contract, but they are under no obligation to do so. No guarantee or representation has been, or shall be deemed to have been made by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in respect of the total quantity or value of the Services which the Contracting Authority may order, and the Supplier acknowledges and agrees that it has not entered into this Framework Contract on the basis of any such guarantee or representation.

A2-6 Nothing in this Framework Contract shall create an exclusive relationship between the Supplier and either the Contracting Authority or UK SBS for the supply of Services and the Contracting Authority shall at all times be entitled to enter into contracts with other parties for the provision of services the same as, or similar to, the Services.

A2-7 The terms of this Framework Contract, any Special Conditions and the Order apply to each Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

A2-8 If there is any conflict or inconsistency between the terms of this Framework Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of this Framework Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.

A2-9 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may issue an Order to the Supplier at any time.

A2-10 The Order (including any Special Conditions) constitutes an offer by the Contracting Authority to purchase the Services in accordance with the terms of this Framework Contract. This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-11, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Contracting Authority may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-11, as valid acceptance of the offer.

A2-11 Subject to clause A2-10, the Order shall be deemed to be accepted on the earlier of:

A2-11-1 the Supplier issuing a written acceptance of the Order; and

A2-11-2 The Supplier doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

A3 Termination

A3-1 This Framework Contract shall automatically expire without the need for notice on the Maximum Expiry Date.

A3-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Framework Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Contracting Authority shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any

compensation claimed.

A3-3 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Framework Contract, and any subsequent call off Contract or Order which that Contracting Authority has concluded, with immediate effect by giving written notice to the Supplier if:

A3-3-1 the circumstances set out in clauses B2-1-1, C3 or C4-1 apply; or

A3-3-2 the Supplier breaches any term of this Framework Contract or the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or

A3-3-3 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

A3-3-4 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; or

A3-3-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or

A3-3-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or

A3-3-7 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

A3-3-8 (being a company) 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

A3-3-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or

A3-3-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or

A3-3-11 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 A3-3-3 to clause A3-3-10 inclusive; or

A3-3-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or

A3-3-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or

A3-3-14 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under this Framework Contract or the Contract has been placed in jeopardy; or

A3-3-15 (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or

A3-4 Termination or expiry of this Framework Contract or any Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of this Framework Contract or any Contract shall continue in full force and effect.

A3-5 Without prejudice to clause A3-4, clauses B1, B2, B7, B8, B9, B10, B11, C1, C2, C3, C4, C6 and C7 shall survive the termination or expiry of this Framework Contract or any Contract and shall continue in full force and effect.

A3-6 Upon termination or expiry of this Framework Contract or any Contract, the Supplier shall immediately:

A3-6-1 cease all work on the Contract;

A3-6-2 Deliver to the Contracting Authority all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Contracting Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

A3-6-3 cease use of and return (or, at the Contracting Authority's or UK SBS's acting as an agent on behalf of the Contracting Authority's election, destroy) all of the Contracting Authority's Materials in the Supplier's possession or control; and

A3-6-4 Cease all use of and delete all copies of UK SBS's or the Contracting Authority's confidential information.

A3-7 Termination

The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate the Contract by written notice to the Supplier in any of the following circumstances:

A3-7-1 Where it considers that the Contract has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");

A3-7-2 Where it considers that the Supplier has at the time of the award of the Contract been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and

should therefore have been excluded from the procurement procedure;

A3-7-3 Where the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;

A3-7-4 Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the Contract should not have been awarded to the Supplier in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or

A3-7-5 Where a third party starts court proceedings against the Contracting Authority seeking a declaration that the Contract is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority considers to have a reasonable prospect of success.

A3-7-6 Such termination shall be effective immediately or at such later date as is specified in the notice. The Contracting Authority shall not incur any liability to the Supplier by reason of such termination and shall not be required to pay any costs, losses or damage to the Supplier. Termination under this clause shall be without prejudice to any other rights of the Contracting Authority.

A3-8 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Services to be provided by the Supplier in each case by giving to the Supplier reasonable written notice. During the period of notice the Contracting Authority may direct the Supplier to perform all or any of the work under the Contract. Where the Contracting Authority has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

SECTION B

B1 Supply of Service

B1-1 The Supplier shall from the date set out in the Order and until the end date specified in the Order provide the Services to the Contracting Authority in accordance with the terms of the Framework Contract.

B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order (including any Special Conditions and any applicable Specification) or notified to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

B1-3 In providing the Services, the Supplier shall:

- B1-3-1 co-operate with the Contracting Authority in all matters relating to the Services, and comply with all instructions of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
- B1-3-2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade
- B1-3-3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Contract (including any Special Conditions and any applicable Specification), and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;
- B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- B1-3-6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Contracting Authority, will be free from defects in workmanship, installation and design;
- B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
- B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Contracting Authority's premises; and
- B1-3-9 Not do or omit to do anything which may cause the Contracting Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Contracting Authority may rely or act on the Services.
- B1-4 The Contracting Authority's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Contracting Authority under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 and any other applicable legislation as amended.
- B1-5 Without prejudice to the Contracting Authority's statutory rights, the Contracting Authority will not be deemed to have accepted any Deliverables until the Contracting Authority has had at least 14 Working Days after delivery to inspect them and the Customer also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.
- B1-6 If, in connection with the supply of the Services, the Contracting Authority permits any employees or representatives of the Supplier to have access to any of the Contracting Authority's premises, the Supplier will ensure that, whilst on the Contracting Authority's premises, the Supplier's employees and representatives comply with:
 - B1-6-1 all applicable health and safety, security, environmental and other

legislation which may be in force from time to time; and

B1-6-2 any Contracting Authority policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Contracting Authority` laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Contracting Authority's premises by any employee or representative of the Contracting Authority's.

B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority pursuant to TUPE.

B2 Contracting Authority Remedies

B2-1 If the Supplier fails to perform the Services by the applicable dates, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, without limiting its other rights or remedies, have one or more of the following rights:

B2-1-1 (in the case of the UK SBS only) to terminate this Framework Contract or (in the case of Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority) to terminate any Contract in whole or in part without liability to the Supplier;

B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;

B2-1-3 to recover from the Supplier any costs incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in obtaining substitute services from a third party;

B2-1-4 where the Contracting Authority has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or

B2-1-5 To claim damages for any additional costs, loss or expenses incurred by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority which are in any way attributable to the Supplier's failure to meet such dates.

B2-2 NOT USED

B2-3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.

B2-4 The Contracting Authority's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

B3 Contracting Authority Obligations

B3-1 The Contracting Authority shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Contracting Authority's premises for the purpose of providing the Services;

and

B3-1-2 Provide such information to the Supplier as the Supplier may reasonably request and the Contracting Authority considers reasonably necessary for the purpose of providing the Services.

B4 Charges and Payment

B4-1 The Charges for the Services shall be set out in the Order and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:

B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;

B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier;

B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority;

B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority upon request; and

B4-2-5 The Supplier will invoice the Contracting Authority monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3.

B4-3 The Contracting Authority will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Contracting Authority provided that the Contracting Authority's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with Contracting Authority's expenses policy from time to time in force.

B4-4 The Supplier shall invoice the Contracting Authority on completion of the Services. Each invoice shall include such supporting information required by the Contracting Authority to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- B4-5 In consideration of the supply of the Services by the Supplier, the Contracting Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority agrees to a shorter payment period under any Contract, that shorter payment period will also apply under clause B4-9 of this Framework Contract. Payment shall be made to the bank account nominated in writing by the Supplier unless the Contracting Authority agrees in writing to another payment method.
- B4-6 All amounts payable by the Contracting Authority under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Contracting Authority, the Contracting Authority shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services and shall allow the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to inspect such records at all reasonable times on request.
- B4-8 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Contracting Authority in order to justify withholding payment of any such amount in whole or in part. The Contracting Authority may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract.
- B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice. Where the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority agrees to a shorter payment period under any Contract than the period set out in clause B4-5, that shorter payment period will also apply under this clause.

B4-10 Payment to Other Parties

The Supplier shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015, that any subcontract awarded by the Supplier contains suitable provisions to impose, as between the parties to the subcontract, requirements that:

- B4-10-1 any payment due from the Supplier to the subcontract or under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- B4-10-2 any invoices for payment submitted by the subcontract or are considered and verified by the Supplier in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; and
- B4-10-3 any subcontract or will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those imposed in paragraphs B4-10-1, B4-10-2 and B4-10-3 of this Clause B4-10, subject to suitable amendment to reflect the identities of the relevant parties.

For the avoidance of doubt, in any situations that the Contracting Authority is making payments to the Supplier without being presented with an invoice, the absence of an invoice does not waive any obligation regarding payments made by the Supplier to its subcontractors or supply chain.

B5 Adjustment Within the Initial Term

- B5-1 The price shall apply for the Full-Term of the Framework Contract including all optional extensions.
- B5-2 NOT USED

B6 Adjustment on Extension of the Initial Term

- B6-1 In the event that the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority wishes to extend the Initial Term of the Framework Agreement into the Extension Period, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall, in the three (3) month period prior to the expiry of the Initial Term, enter into good faith negotiations with the Supplier (for a period of not more than thirty 30 Working Days) to agree a variation in the price.
- B6-2 If the parties are unable to agree a variation in the price in accordance with Clause B6-1, the Framework Contract shall terminate at the end of the Initial Term.
- B6-3 If a variation in the price is agreed between the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier, the revised price will take effect from the first day of any period of extension and shall apply during such period of extension.

B7 Contracting Authority property

- B7-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority to the Supplier (**Contracting Authority's Materials**) and all rights in the Contracting Authority's Materials are and shall remain at all times the exclusive property of the Contracting Authority and UK SBS (as appropriate). The Supplier shall keep the Contracting Authority's Materials in safe custody at its own risk, maintain them in good condition until returned to the Contracting Authority or UK SBS, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with written instructions or authorisation from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

B8 Intellectual Property Rights

- B8-1 In respect of any goods that are transferred to the Contracting Authority under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Contracting Authority, it will have full and unrestricted rights to transfer all such items to the Contracting Authority.
- B8-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Contracting Authority, with full title guarantee and free from all third-party rights, all

Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Contracting Authority a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.

- B8-3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- B8-4 The Supplier shall, promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority, do (or procure to be done) all such further acts and things and the execution of all such other documents as the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Contracting Authority in accordance with clause B8-2.

B9 Indemnity

- B9-1 The Supplier shall indemnify, and shall keep indemnified the Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority, in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority as a result of or in connection with:
- B9-1-1 any claim made against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- B9-1-2 any claim brought against the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and
- B9-1-3 Any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of this Framework Contract.
- B9-2 This clause B9 shall survive termination or expiry of this Framework Contract and any Contract.

B10 Insurance

- B10-1 During the term of the Framework Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable

insurance companies:

B10-1-1 professional Indemnity insurance for not less than £2 million per claim;

B10-1-2 public liability insurance for not less than £5 million per claim (unlimited claims); and

B10-1-3 employer liability insurance for not less than £5 million per claim (unlimited claims)

B10-1-4 NOT USED

B10-2 The Supplier shall ensure that the Contracting Authority's interest is noted on each insurance policy, or that a generic interest clause has been included.

B10-3 On request from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority, the Supplier shall provide the Contracting Authority or UK SBS with copies of the insurance policy certificates and details of the cover provided.

B10-4 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B10-5 The Supplier shall:

B10-5-1 do nothing to invalidate any insurance policy or to prejudice the Contracting Authority's entitlement under it; and

B10-5-2 Notify the Contracting Authority if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

B10-6 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause B10-1.

B10-7 If the Supplier fails or is unable to maintain insurance in accordance with clause B10-1, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

B11 Liability

B11-1 In this clause B11, a reference to the Contracting Authority or UK SBS's liability for something is a reference to any liability whatsoever which the Contracting Authority or UK SBS might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under this Framework Contract or any Contract, in tort or otherwise, and even if it results from the Contracting Authority's or UK SBS's negligence or from negligence for which the Contracting Authority's or UK SBS would otherwise be liable.

B11-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority is not in breach of the Framework Contract or any Contract, and neither the Contracting Authority nor UK SBS has any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's

breach of the Framework Contract or any Contract.

B11-3 Subject to clause B11-7, neither the Contracting Authority nor UK SBS acting as agent on behalf of the Contracting Authority shall have any liability for:

B11-3-1 any indirect or consequential loss or damage;

B11-3-2 any loss of business, rent, profit or anticipated savings;

B11-3-3 any damage to goodwill or reputation;

B11-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Contracting Authority's premises by or on behalf of the Supplier; or

B11-3-5 Any loss, damage, costs or expenses suffered or incurred by any third party.

B11-4 Subject to clause B11-7:

B11-4-1 The Contracting Authority and UK SBS's total liability in connection with this Framework Contract shall be limited to the Charges for the Services under the most recent Contract; and

B11-4-2 The Contracting Authority and UK SBS's total liability in connection with any Contract shall be limited to the Charges for the Services under that Contract.

B11-5 Subject to clause B11-7, the Supplier's total liability in connection with the Framework Contract and any Contract shall be limited to £500,000.

B11-6 Subject to clause B11-7:

B11-6-1 the Supplier's total liability in connection with this Framework Contract shall be limited to £500,000; and

B11-6-2 The Supplier's total liability in connection with any Contract called off against this framework shall be limited to £500,000.

B11-7 Nothing in the Framework Contract restricts either the Contracting Authority, UK SBS or the Supplier's liability for:

B11-7-1 death or personal injury resulting from its negligence; or

B11-7-2 its fraud (including fraudulent misrepresentation); or

B11-7-3 Breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

SECTION C

C1 Confidential Information

- C1-1 A party who receives Confidential Information shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That party shall only disclose such Confidential Information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging that party's obligations under this Framework Contract or any Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

C1-1-1 was public knowledge or already known to that party at the time of disclosure; or

C1-1-2 subsequently becomes public knowledge other than by breach of this Framework Contract or any Contract; or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 Is agreed by the parties not to be confidential or to be disclosable.

- C1-2 To the extent necessary to implement the provisions of this Framework Contract or any Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure that party shall make those persons aware of its obligations of confidentiality under this Framework Contract or any Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

- C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at that party's election, destroyed promptly) on expiry or termination of this Framework Contract or any Contract, and no copies shall be kept.

C2 Transparency

- C2-1 In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Supplier agrees that the Contract and the sourcing documents issued by UK SBS which led to its creation will be published by UK SBS on a designated web site.

- C2-2 The entire Contract and all the sourcing documents issued by UK SBS will be published on the designated web site save where to do so would disclose information the disclosure of which would:

C2-2-1 contravene a binding confidentiality undertaking that protects information which the UK SBS, at the time when it considers disclosure, reasonably considers to be confidential to Supplier;

C2-2-2 be contrary to regulation 21 of the Public Contracts Regulations 2015; or

C2-2-3 if the reasonable opinion of UK SBS is prevented by virtue of one or more of the exemptions in the Freedom of Information Act (FOIA) or one or more of the exceptions in the Environmental Information Regulation (EIR).

If any of the situations in C2-2-1, C2-2-2, C2-2-3 apply the Supplier consents to the Contract or sourcing documents being redacted by UK SBS to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions

In this entire clause the expression "sourcing documents" means the advertisement issued by UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

C3 Force Majeure

C3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier or, if it could have been foreseen, was unavoidable, (provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract) prevent the Supplier from carrying out its obligations under this Framework Contract or any Contract for a continuous period of more than 10 Business Days, the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may terminate this Contract immediately by giving written notice to the Supplier

C4 Corruption

C4-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate this Framework Contract immediately, and the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to terminate any Contract immediately, and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:

C4-1-1 offers or agrees to give any person working for or engaged by the Contracting Authority, UK SBS or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other agreement between the Supplier and Contracting Authority, or UK SBS or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;

C4-1-2 has entered into the Framework Contract or any Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by the Contracting Authority, or UK SBS or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to the Contracting Authority, or UK SBS before this Framework Contract or any Contract is entered into;

C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C4-1-4 Gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 The Contracting Authority's or UK SBS's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 Any loss suffered by the Contracting Authority or UK SBS as a result of a delay in its receipt of the Services.

C5 Data Protection

C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

C5-2 NOT USED

C6 Freedom of Information

C6-1 The Supplier acknowledges that the Contracting Authority and or UK SBS may be subject to the requirements of FOIA and EIR and shall assist and co-operate with the Contracting Authority and or UK SBS to enable them to comply with its obligations under FOIA and EIR.

C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by the Contracting Authority or UK SBS to enable the Contracting Authority or UK SBS to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

C6-3 The Contracting Authority and or UK SBS acting as an agent on behalf of the Contracting Authority shall be responsible for determining (in its absolute discretion) whether any Information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

And in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C6-4 The Supplier acknowledges that the Contracting Authority and or UK SBS may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 Following consultation with the Supplier and having taken its views into account.

- C6-5 Where clause C6-4-2 applies the Contracting Authority and or UK SBS shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.
- C6-6 Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.
- C6-7 The Contracting Authority and UK SBS acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with its obligations under the FOIA and EIR.

C7 General

C7-1 Entire Agreement

C7-1-1 This Framework Contract and any Contract constitutes the entire agreement between the Contracting Authority and the Supplier, in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

C7-2 Liability

C7-2-1 Where the Contracting Authority is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

C7-2-2 Where the Contracting Authority is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the price payable by each of them under the Contract.

C7-3 Assignment and Subcontracting

C7-3-1 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under this Framework Contract or any Contract.

C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without prior written consent from the Contracting Authority's or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-3-3 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may (without cost to or liability of the Contracting Authority or UK SBS) require the Supplier to replace any subcontractor where in the reasonable opinion of the Contracting Authority or UK SBS acting as an

agent on behalf of the Contracting Authority any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractors.

C7-4 Further Assurance

C7-4-1 The Supplier will promptly at the request of the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority may from time to time require for the purpose of securing for the Contracting Authority the full benefit of the Contract, including ensuring that all title in the Goods is transferred absolutely to the Contracting Authority.

C7-5 Publicity

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without prior written consent from the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority.

C7-5-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be entitled to publicise this Contract in accordance with any legal obligation upon Contracting Authority or UK SBS, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of the Contracting Authority or UK SBS or bring the Contracting Authority or UK SBS into disrepute.

C7-6 Notices

C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

C7-6-1-a in the case of the Contracting Authority: **Pubs Code Adjudicator Contact** [REDACTED] Address: Lower Ground, Victoria Square House, Victoria Square, Birmingham, B2 4AJ; Email: TBA (and a copy of such notice or communication shall be sent to: **UK SBS FM Procurement**; Address: **Polaris House, Swindon, Wiltshire SN2 1FF**; Email: **fmprocurement@uksbs.co.uk** and the Head of Procurement Service Delivery, Polaris House, North Star Avenue, Swindon, Wiltshire SN2 1FF);

C7-6-1-b in the case of the Supplier: the address, fax number and email address set out in the Order, or any other address, fax number or email address which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, fax or e-mail.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the

second Working Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or e-mail between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax or e-mail outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Contracting Authority. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Contracting Authority and any notice given or received by UK SBS will be deemed to have been given or received by the Contracting Authority.

C7-6-4 Except for clause C7-6-5, the provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 The Supplier irrevocably appoints and authorises [REDACTED] of 12 Bloomsbury Square, London WC1A 2LP to accept service on behalf of the Supplier of all legal process, and service on [REDACTED] (or any such substitute) shall be deemed to be service on the Supplier.

C7-7 Severance

C7-7-1 If any court or competent authority finds that any provision of this Framework Contract or any Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Framework Contract or the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of this Framework Contract or any Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

C7-8 **Waiver.** A waiver of any right or remedy under this Framework Contract or any Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under this Framework Contract or any Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

C7-9 **No Partnership, Employment or Agency.** Nothing in this Framework Contract or any Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either UK SBS or the Customer. Nothing in this Framework Contract or any Contract creates any agency between the Supplier and either the Contracting Authority or UK SBS.

C7-10 Third Party Rights. A person who is not a party to this Framework Contract or any Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Framework Contract or any Contract may directly enforce or rely on any terms of this Contract.

C7-11 Variation. Any variation to this Framework Contract or any Contract, including any changes to the Services, this Framework Contract, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority and the Supplier, and (in the case of any Contract) the Contracting Authority and the Supplier.

C7-12 Counterparts. This Framework Contract may be signed in counterparts, each of which, when signed, shall be an original and both of which together evidence the same agreement.

C7-13 Governing Law and Jurisdiction.

C7-13-1 Subject to clause C7-13-2, this Framework Contract and any Contract, and any dispute or claim arising out of or in connection with them or their subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

C7-13-2 The Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority shall be free to enforce its intellectual property rights in any jurisdiction.

C7-14 Modern Slavery Act 2015

C7-14-1 The Supplier shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;

C7-14-2 shall not require any Contract or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;

C7-14-3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.

C7-14-4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.

C7-14-5 shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.

C7-14-6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;

C7-14-7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;

C7-14-8 shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;

C7-14-9 shall not use, or allow its Subcontractors to use, child or slave labour;

C7-14-10 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the Contracting Authority without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that it suitably discharges its statutory obligations.

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700

C7-14-11 During the Term or any extension of the Contract, the Contracting Authority is committed to ensuring that its supply chain complies with the above Act.

C7-14-12 The Supplier shall provide a report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.

C7-14-12-a Impact assessments undertaken

C7-14-12-b Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised

C7-14-12-c Evidence of stakeholder engagement

C7-14-12-d Evidence of ongoing awareness training

C7-14-12-e Business-level grievance mechanisms in place to address modern slavery

C7-14-12-f Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation

C7-14-12-g The Contracting Authority or UK SBS when acting as an agent on behalf of the Contracting Authority reserves the sole right to audit any and all reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority in doing so.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of reporting, as it deems necessary to secure assurance in order to comply with the Modern Slavery Act.

The Contracting Authority requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the above Modern Slavery Act.

The Supplier shall complete and return the slavery and trafficking report to the contact named in the Contract on the anniversary of the Commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.

C7-15 Changes in Costs Resulting from Changes to Government Legislation, Levies or Statutory Payments

The Contracting Authority will reimburse during any term or extension (or, where such costs, awards or damages arise following termination/expiry) of this Agreement, any increases in the Supplier's cost of providing the Services by reason of any modification or alteration to the Government legislation duties or levies or other statutory payments (including but not limited to National Insurance and/or VAT and/or introduction of or amendment to working time minimum wages). Subject always to open book access to the Supplier's records and always after a period of due diligence carried out by the Contracting Authority, relevant and proportionate to the value concerned.

C7-16 Taxation Obligations of the Supplier

C7-16-1 The relationship between the Contracting Authority, UK SBS and the Supplier will be that of "independent contractor" which means that the Supplier is not an employee, worker, agent or partner of the Contracting Authority or UK SBS and the Supplier will not give the impression that they are.

(1.) The Supplier in respect of consideration shall at all times comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.

(2.) Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.

(3.) The Contracting Authority may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations

under tax and National Insurance Clauses (1) and (2) above or why those clauses do not apply to it.

C7-16-2 As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.

C7-16-3 A request under Clause (3) above may specify the information which Supplier shall provide and the period within which that information must be provided.

C7-16-4 In the case of a request mentioned in Clause (3) above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the Contracting Authority terminating the contract.

C7-16-5 Any obligation by Supplier to comply with Clause (1) and (2) shall survive any extension, completion or termination and Supplier obligations to Indemnify the Contracting Authority shall survive without limitation and until such time as any of these obligations are complied with.

C7-16-6 The Contracting Authority may supply any information, including which it receives under clause (3) to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

C7-16-7 If the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority has to pay any such tax under clauses (1) and (2) then the Supplier will pay back to the Contracting Authority or UK SBS in full, any money that the Contracting Authority or UK SBS has to pay, and they will also pay back the Contracting Authority or UK SBS for any fine or other punishment imposed on the Contracting Authority or UK SBS because the tax or national insurance was not paid by the Supplier.

C7-17 Cyber Essentials Questionnaire

The Supplier agrees that during any term or extension it shall complete and return the attached questionnaire as advised below, within 14 days from notice and shall send this information as directed by the Contracting Authority or UK SBS acting as an agent on behalf of the Contracting Authority. The Contracting Authority and UK SBS acting as an agent on behalf of the Contracting Authority is required to provide such assurances to comply with Government advice and guidance.

Note: The Contracting Authority also reserves the right to amend or increase the frequency of the questionnaire submission due dates, as it deems necessary.

The Contracting Authority requires such interim assurances to ensure that the Supplier is still compliant with the security needs of this Contract.

The Supplier shall complete and return the questionnaire to the contact named in the Contract on the anniversary of the Commencement of the Contract.

The Supplier agrees that any financial burden associated with the completion and submission of this questionnaire and associated assistance at any time, shall be at the suppliers cost to do so and will not be reimbursable.



Copy as Statement
of Assurance Questio

This Framework Contract has been entered into on the date stated at the beginning of it.

Schedule 1 Special Conditions

There are no special conditions.

Schedule 2 Purchase Order Form and Payment

Framework Value

The total value of this Framework Agreement shall not exceed £524,000.00 over the full terms of the Framework.

- 1) £444,000 over the framework duration for the arbitration referral requirement. This has been calculated at estimated £144,000 for Year 1 and £100,000 per annum over the remaining term of the agreement which will be 2 years fixed with an option for a further 1 year and a further 1-year extension (2+1+1).
- 2) £80,000 over the framework duration for the arbitrator training and knowledge management requirement. This has been calculated at estimated £20,000 per annum over the term of the agreement which will be 2 years fixed with an option for a further 1 year and a further 1-year extension (2+1+1).



Call-Offs (Task Order) against this framework will be subject to these S3 – Services Terms and Conditions and are to be charged in accordance with the rates provided below.

The PCA only expects hourly rates to become chargeable only in exceptional circumstances. Where the PCA decides to arbitrate a case herself, the supplier will be required to manage correspondence with the parties on her behalf. In these circumstances, the hourly rate will apply. In the event this service is required, or in exceptional circumstances where work outside the scope of the fixed case fee is agreed, the supplier will charge back at the rate provided below.

Arbitration Referral Management

Description	Fixed Rate (£)
Processing Referral form & managing the referral fee (Fee becomes payable on confirmation to parties of acceptance or rejection of referral)	
Finding and recommending an Arbitrator per referral (Fee becomes payable on confirmation to parties/arbitrator of appointment)	
Provision of arbitration documents to the PCA, management of any appointment issues arising during the arbitration and Case Closure and data reporting per referral (Fee becomes payable on confirmation to PCA of case closure)	

Arbitration Referral Management Schedule of Rates

Job Description	Hourly Rate (£)
Case handler with effective communication skills, to include managing challenging external stakeholder correspondence. Ability to effectively prioritise against deadlines and work at pace while maintaining attention to detail and quality standards.	██████
Case manager with experience of performance management, reporting and quality assurance. A working knowledge and/or experience of the Pubs Code statutory framework and the Arbitration Act 1996 (or ability to quickly build this knowledge to a workable standard).	██████

Training Services

Training Type	Cost (£)
Creation of online training module to include Pubs Code training for new arbitrator appointments and which can be developed for delivery to other third parties (to include correspondence with PCA during development)	██████████
Creation of in person training to include Pubs Code training for new arbitrator appointments and which can be developed for delivery to other third parties (to include correspondence with PCA during development)	██████████
Creation of annual e-learning module - 2 hours (to include correspondence with PCA during development)	██████████
Delivery of online training module to include Pubs Code training for new arbitrator appointments and which can be developed for delivery to other third parties (2 hours training) – limited only by 1000 user zoom license	██████████

Delivery of in person training to include Pubs Code training for new arbitrator appointments and which can be developed for delivery to other third parties (2 hours training) – cost for 12 participants	
Annual refresher online training for arbitrator appointments and which can be developed for delivery to other third parties (1 hour) – limited only by 1000 user zoom license	
Annual refresher in person training for arbitrator appointments and which can be developed for delivery to other third parties (1 hour) – cost for 12 participants	

Each Task Order shall commence once CIArb have received an Arbitration Referral.

Framework Duration

the Framework duration shall be for a period of 2 years with optional extensions of 1 year + 1-year from the commencement for the framework.

Commencement Date: 1st December 2021

Initial Expire Date: 30th November 2023 (with an option to extend for a further 1+1 year).

Specification

Background to the PCA

Historically, the UK pubs sector has been dominated by the 'tied model' under which pub tenants are required to purchase their beer and often other products and services from the company that owns their pub premises.

Until the early 1990s, these companies were typically the brewers of the beer sold in the pubs.

By the late 1980s, the UK beer market had come to be dominated by six national brewers who collectively accounted for 75 per cent of UK beer production as well as controlling more than half of all UK pubs.

This concentration of ownership and market control gave rise to competition concerns and following an investigation by the Monopolies and Mergers Commission, the Government enacted the 'Beer Orders' in 1989 to loosen the control of the large brewers and to bring new players into the market. This led to the emergence of the first pub companies (or 'Pub Cos'), and by the early 2000s the tied pub sector had come to be dominated by a few large Pub Cos with estates of several thousands of tied pubs.

Following more than a decade of political debate about the balance of risk and reward between these large Pub Cos and their tied tenants, and after a short-lived experiment in industry self-regulation, the Government announced in June 2013 its intention to legislate for a statutory Pubs Code underpinned by dispute resolution and enforcement by an independent regulatory body. Legislation, to give Ministers the power to enact a Pubs Code and creating the office of the Pubs Code Adjudicator, was enacted in Part 4 of the Small Business, Enterprise and Employment Act 2015 (SBE Act 2015).

The Pubs Code gives effect to the twin Pubs Code principles of fair and lawful dealing by pub companies in relation to their tied tenants and that tied tenants should be no worse off than if they would be free of the tie. It requires greater levels of information to be provided to tied tenants and significantly, also gives tied tenants the right to opt to go free-of-the-tie under a 'Market Rent Only' option. The Pubs Code came into force on 21 July 2016.

Fiona Dickie was appointed Pubs Code Adjudicator on 3 May 2020, having previously served as Deputy Pubs Code Adjudicator from 1 November 2017.

For further information, please visit the Pubs Code Adjudicator's [website](#). The PCA's latest annual report is also available [here](#).

Current Process

At present the PCA follows an arbitration management process similar to that outlined below. While this process has ensured a successful outcome for the arbitration services, the PCA is looking for the current process to be expanded upon and innovative methods utilised to improve the experience and efficiencies from receipt of referrals.

1. Receive and process the arbitration referral and fee

- 1.1 Ensure the referrer/claimant has provided all the required information and paid the referral fee
- 1.2 Check referral relates to a Pubs Code matter in respect of one of the regulated pub companies and can be accepted
- 1.3 Inform the referrer/claimant and the respondent of acceptance. Or where referral is rejected inform referrer only and process referral fee minus £25 administration fee.

Where referral is accepted:

- 1.4 Confirm with the respondent that the referral details are correct and obtain any representative details.
- 1.5 Where the TPT has made the referral and the pub-owning business is not the immediate landlord of the tied pub, add the immediate landlord as a 2nd respondent.
Note: to date no 2nd respondent has been separately represented and therefore correspondence has been with two parties only.

2. Source a suitable arbitrator

- 2.1 PCA decides whether to arbitrate the case or appoint an alternative arbitrator

Where the decision is to appoint an alternative arbitrator:

- 2.2 Identify the required knowledge and experience of the alternative arbitrator
- 2.3 Complete the request for a recommendation (with party and dispute details and required knowledge/experience of arbitrator) and send form to either of two independent recommending bodies
- 2.4 Receive arbitrator recommendation from recommending body (which includes arbitrator details, curriculum vitae, and arbitrator declaration in relation to conflict of interest, capacity, and adherence to PCA standards)
- 2.5 PCA decides whether to appoint recommended arbitrator or if further information or an alternative recommendation is needed
- 2.6 Confirm appointment to parties and arbitrator

3. Manage the case correspondence

- 3.1 Correspond with the referrer/claimant and respondent, copying both parties into all arbitration correspondence. Note: correspondence between the parties and the arbitrator once appointed is managed by the arbitrator

- 3.2 Correspond with the appointed arbitrator where required to obtain updates and/or documentation in line with PCA requirements including ensuring all awards and pleadings are provided promptly.

4. Record and report arbitration case data

- 4.1 Data currently recorded on the case management system includes date referral received and date accepted, party details, tied pub details, dispute type, arbitrator appointment details, type and date of awards issued and closure date/reason. Note: the exact data requirements will be discussed with the provider to ensure PCA external reporting and National Audit Office requirements are fulfilled as well as new performance monitoring measures.
- 4.2. Currently arbitration statistics are reported externally on a quarterly basis (an example can be viewed [here](#)) and in the PCA annual report. Mandatory requirements for the annual report are set out in section 62 of the SBEEA 2015. Arbitration data and documentation is accessed on an ad-hoc basis to respond to requests under the Freedom of Information Act and to assist the PCA in her regulatory functions.

5. Case closure activity

- 5.1. Confirm the arbitrator has completed all the required steps before closing the case (e.g. proceedings have been terminated, there is no outstanding dispute over costs, any PCA costs as arbitrator have been awarded).

6. Financial management

- 6.1 Receive and hold the £200 referral fee
- 6.2 Refund referral fee (minus an administration charge currently set at £25) where referral is not accepted.

Aims and Objectives of this Framework Agreement

Dispute resolution under the Pubs Code is by way of a referral for arbitration. This contract is for the management of those referrals, including the process for any appointment of an alternative arbitrator.

The Supplier is not be required to conduct the arbitration themselves but will be responsible for sourcing a suitable arbitrator for appointment by the PCA if appropriate, and in accordance with the exercise of her statutory powers once a referral has been made. The remit of the sole supplier will not end on appointment of an arbitrator and the service provision following this is outlined in the specification.

There is no contract between the PCA and the arbitrator. Parties pay the arbitrator's fees direct to the arbitrator in line with the statutory regime. The provider will operate under its own brand identity (i.e. it will be clear the provider acts on behalf of the PCA and not present itself as the PCA or her office). It must be clear to parties that any arbitrator appointment has been made by the PCA as this is a statutory function.

The below is an indicative list of the types of arbitration situations that may occur under the life of the agreement – this is not exhaustive:

A dispute between the tied pub tenant and the pub-owning business about:

- the compliance of the Market Rent Only Full Response (proposal for the tenant to go 'free of tie') e.g. whether proposed tenancy terms are unreasonable
- the compliance of the Rent Assessment Proposal for the new tied rent

- the Independent Assessor's determination of the market rent
- the Business Development Manager's dealings with the tied pub tenant

The PCA publishes arbitration awards on its website which can be found [here](#).

Requirements

The referral and arbitration management process must achieve the following outcomes. Where a service level has been stated, this is the minimum the PCA requires.

The PCA will look to set key performance indicators under the contract to ensure performance against service levels which will be discussed with the successful bidder. These will be aligned with the PCA's published annual performance measures for arbitration referrals introduced on 1 April 2021. More information can be found on the PCA website [here](#). Please note, the current performance measures are aligned to the PCA's current process and are therefore subject to change with the provider.

1. Arbitration referral is received and processed	
1.1.	Referrer is able to make a referral to the provider with submission of required information. This information includes party and representative details, relevant dates, and details of the dispute - see current referral form in Appendix B.
1.2.	Referrer is able to pay £200 referral fee to the provider as required under regulation 3(2) of The Pubs Code (Fees, Costs and Financial Penalties) Regulations 2016.
1.3.	Provider processes £200 referral fee. Where referral is rejected (see below), provider refunds referral fee minus an administrative charge, which is currently £25. Provider transfers referral fees to PCA on a monthly basis. Records must be kept on the date the referral fee is received and the date any refund is made and the reason.
1.4.	Provider confirms that the referral relates to an arbitrable Pubs Code dispute, that the parties have provided all required information and that the referral fee has been paid (liaising with the parties as necessary).
<p>Note: In accepting a referral for arbitration, the information on the form is taken at face value. There may be instances where the information clearly suggests the referral cannot proceed. Protocols for handling these situations would be agreed with the provider. The PCA may decide that the referral should be accepted on the basis that the arbitrator can consider their own jurisdiction to hear the case (the principle of Kompetenz-Kompetenz).</p> <p>A recommendation to reject a referral is likely to arise in exceptional circumstances, but may include where:</p> <ul style="list-style-type: none"> • The dispute does not relate to an arbitral provision of the Pubs Code • The dispute is not between a regulated pub-owning business and a tied pub tenant • The referral is made outside of the relevant time limit* <p>*The PCA is only likely to reject a referral as out of time where the time limit for the referral has been exceeded by a considerable and undisputed period. Where acceptance of the referral relies on arguable and disputed factors, such as the date the time limit runs from, it is likely to be more suitable for an arbitrator to consider the matter.</p>	

<p>1.5. Provider confirms with the pub-owning business whether there is an immediate landlord. Where this is the case, parties are advised that the immediate landlord will be added as a proposed 2nd respondent and treated as a pub-owning business. This proposal should be sent to the PCA (with any comments of the parties) at the same time as the alternative arbitrator recommendation.</p>
<p>1.6. Provider ensures documentation which the PCA requires from the pub-owning business in her regulatory capacity is sent to the PCA.</p> <p>1.7. Provider ensures that where the PCA is seeking publication of an award, a copy is provided to any authorised agent as directed by the PCA.</p>
<p>Service level: Provider should assess whether the referral is valid (or request more information if needed) within <u>two working days of receipt of both the form and referral fee.</u></p>
<p>2. Suitable arbitrator is recommended to the PCA for appointment</p>
<p>2.1. Provider identifies the knowledge and experience that the alternative arbitrator would require (should the PCA decide to appoint one) in order to be recommended for appointment, or exceptionally seeks the view of the PCA as to that knowledge and experience. The PCA would discuss with the provider on undertaking the contract the general knowledge and experience requirements by case type. The provider would need to consider whether these were appropriate in each case. For example, in some cases particular professional expertise may be necessary or desirable. The parties are also given the opportunity to put forward their views on the required knowledge and experience of the arbitrator.</p>
<p>2.2. Provider recommends suitable arbitrator to PCA along with information about the referral, such as the referral form.</p> <p>Note: The recommended arbitrator must:</p> <ul style="list-style-type: none"> ▪ not have a conflict of interest and disclose any potential or perceived conflict ▪ have the capacity to undertake the case in line with the PCA arbitrator standards and agree to adhere to these with no concerning evidence of previous failure/s to do so ▪ have the necessary knowledge and experience to competently arbitrate the case - as a minimum this should include: <ul style="list-style-type: none"> - a good understanding of commercial leases and a high-level understanding of the surrounding law and legal process - knowledge of the Pubs Code statutory framework - in some cases, valuation experience in the hospitality industry is likely to be required. - successful completion of any relevant training required by the PCA <p>The PCA currently seeks a recommendation from either of two independent recommending bodies depending on the knowledge and experience required of the arbitrator. It is not necessary for the provider to replicate this model as the PCA is open to other solutions, but recommended arbitrators must meet the requirements set out above.</p>

<p>Service level: A recommended arbitrator should be provided to the PCA within <u>20 working days</u> of accepting the referral.</p> <p>Where a recommended arbitrator is not deemed suitable, a further recommendation should be provided within <u>10 working days</u> of the PCA seeking an alternative recommendation.</p> <p>Please note that 20 working days is the average time the PCA currently works to and proposals should not therefore exceed this. The PCA wishes to reduce this timescale where possible and bidders should advise of the shortest timescale in which this could be achieved. The PCA would discuss this with bidders and look to set a key performance indicator which meets the PCA's objective that this timescale is as short as reasonably possible.</p>	
2.3.	Provider to facilitate the provision of further information (including from the recommended arbitrator) where the PCA requires this to decide on whether to accept the referral, make an appointment of an arbitrator or seek an alternative recommendation/s where the recommendation is not deemed suitable.
2.4.	Provider confirms appointment to parties and the appointed arbitrator.
<p>Service level: Provider confirms arbitrator appointment to parties and arbitrator within <u>two working days</u> of PCA decision to appoint.</p>	
<p>3. Case correspondence is appropriately and efficiently managed</p>	
3.1.	Provider ensures arbitrator provides copies of awards, orders, pleadings and directions to the PCA in a timely manner once issued (and/or to its advisors to include for the purpose of seeking consent to publish an award). Provider also facilitates any other PCA request for information to the parties or arbitrator under Section 52 of the 2015 Act and regulation 61 of the Pubs Code.
3.2.	Provider communicates with and updates both parties and arbitrator as appropriate in a timely and customer focussed manner. Where a representative has been appointed, the provider should correspond with the representative only. Where the representative is a company, there may be a maximum of two nominated contacts at that company.
3.3.	Where the arbitrator raises any delay by the pub-owning business in paying their costs, provider informs the PCA for consideration in her regulatory capacity.
<p>Note: In accordance with paragraph 3(3) of The Pubs Code (Fees, Costs and Financial Penalties) Regulations 2016 (for MRO referrals) and section 51(6) of the 2015 Act (for non-MRO referrals), the pub-owning business is required to pay the arbitrator's reasonable fees and expenses, except where the tenant makes the referral and the arbitrator concludes that the referral or notice was vexatious.</p>	

The paying party pays the arbitrator directly. Where there are PCA costs as arbitrator, the PCA invoices these directly on receipt of the costs award and will continue to receive payment directly.

- 3.4. Provider confirms the arbitrator has completed all the required steps before closing the case (e.g. proceedings have been terminated, there is no outstanding dispute over costs, PCA costs as arbitrator have been awarded).

Note:

The PCA introduced arbitrator standards and a closure form on 1 April 2021. The provider will be responsible for ensuring the arbitrator complies with these standards and has completed the closure form before closing the case.

Arbitrations can vary in length depending on the case. There is no statutory time limit in which an arbitration must be completed, but arbitrators are expected to proactively manage the case to ensure there is no unreasonable delay in resolving the dispute and/or in a tenant accessing their Pubs Code rights.

Where the arbitrator has not adhered to the PCA's standards, the provider should consider this in making any future recommendation and report this to the PCA as required. Where the provider considers there is reason for the PCA to consider terminating an arbitrator's appointment, protocols will be agreed with the provider for handling these situations.

Service Level: Provider should send documentation received (including awards) to the PCA within two working days of receipt from the arbitrator.

Other Requirements:

The provider will be required to:

- Operate or have access to a pool/panel of suitably qualified and competent arbitrators who can arbitrate Pubs Code disputes in line with the legal framework and the PCA's arbitrator service standards. Knowledge of the Pubs Code will usually be essential for arbitrators.
- Operate an exceptional internal quality assurance procedure to ensure the successful delivery of the framework, ensuring quality control of the appointment of, and operation by, appointed arbitrators in line with PCA arbitrator standards and service levels.
- Ensure provider staff and appointed arbitrators attend Pubs Code training as required (including where this is delivered onsite, remotely or through e-learning). The provider should maintain suitable records of attendance/completion.
- Appraise the PCA of provider performance and arbitration caseload e.g. through periodic reporting or access to dashboards. The provider will therefore be required to provide under the agreement its own fully auditable IT system that can be used to log, monitor and track all cases. The provider will need to provide periodic reporting to the PCA on live cases (frequency to be agreed).

- Manage and own a complaints procedure in respect of the provider's service (complaints to be periodically reported to the PCA for oversight).
- Attend periodic contract review meetings with the PCA (frequency and format to be agreed).
- Ensure secure document transfer and that operational procedures comply with Data Protection Act and GDPR (e.g. for data handling and storage), confidentiality and PCA retention requirements. Information should also be handled in accordance with Part 9 of the Enterprise Act 2002.
- Have in place suitable contingency plans for the provision of all services to ensure business continuity.
- Provide an innovative solution to case managing arbitration referrals - an exceptional level of customer service is key to the reputation of the PCA and bidders will need to ensure these values are built into the proposed approach.
- Promote diversity and inclusion in its own case management processes, to include ensuring systems are fully accessible in alignment with Government guidance, and promotion of diversity through the pool of arbitrators and stakeholders as a minimum.
- Adopt suitable methods of communication with parties, arbitrators and PCA staff with availability to respond between weekday office hours (9am-5pm) as a minimum. The provider must be able to communicate electronically as the default but provide reasonable adjustments to communication and referral methods where appropriate and in accordance with the Equality Act 2010.
- Collect and hold the £200 referral fee paid at the time of referral and enable partial refund of this fee where appropriate. The provider must be able to transfer referral fees to the PCA on a monthly basis and hold money in their own account until that relevant time.

Referral is withdrawn after acceptance but before an arbitrator is recommended to the PCA

- If the referral is withdrawn within 24 hours of acceptance, no fee would become payable for finding and recommending an arbitrator.
- If the referral is withdrawn between 24 hours and 7 days and the parties have not provided their views within this time, the PCA is to pay 30% of the fee for finding and recommending an arbitrator (■■■■ plus VAT) to cover the initial administration.
- After 7 days (or, if sooner, after the parties have sent their views on the required knowledge/experience) the PCA is to pay the full fee for finding and recommending an arbitrator.

Two or more referrals are consolidated after acceptance

Where two or more referrals are received and the parties request consolidation of the proceedings, the PCA and CI Arb are to agree the reasonable fees payable on a case-by-case basis in line with the fixed price schedule. For example, multiple fees may be

reasonable for handling acceptance, but not for recommending an arbitrator where a single arbitrator is sought or following such consolidation.

Transfer of existing work

The provider will be required to take over management of existing cases, so all open arbitrations will be managed by the provider from the stage at which they have reached at transfer. It is anticipated that where the arbitrator appointment process is in progress at the time of transfer, the PCA will complete the appointment process and then transfer the case to the provider.

Projected volume

The table below provides further information on historical referrals to provide an indication of the volume of work. The PCA currently publishes quarterly arbitration data and the latest (Jan – Mar 2021) can be viewed on the PCA website [here](#).

The current forecast is a maximum of 100 referrals per annum (with an acceptance rate of circa 95%). However, a minimum number cannot be guaranteed, past numbers are only indicative. The provider would be expected to manage any unexpected increase in referrals and the pricing framework will need to account for this.

Year	Referrals	Accepted	% Accepted
2021 (to 31.05.21)	34*	32	94%
2020	60*	56	93%
2019	83	81	98%
2018	117	108	92%
2017	116	99	85%
2016	109	89	82%


*Excludes self-referrals made by pub-owning businesses in line with Covid-19 Declaration

Arbitrator Training and Knowledge Management Requirements

- Provide or facilitate repeatable Pubs Code training to ensure the successful onboarding of new arbitrators (e.g. onsite, remote and/or e-learning)
- Provide or facilitate ongoing training as required to address arbitrator knowledge gaps or refresh knowledge on Pubs Code related matters (e.g. onsite, remote and/or e-learning).
- Knowledge management and dissemination of relevant information/updates to arbitrators (e.g. through a portal or other communication method).
- Manage continuing professional development compliance where it forms part of arbitrator service standards.

For and on behalf of Chartered Institute of
Arbitrators (**The Supplier**)

Signed



Name

Position

Director-General

Date

29/11/2021

For and on behalf of Pubs Code Adjudicator
(**The Contracting Authority**)

Signed



Name

Position

Director.....

Date

29/11/2021

.....

THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS