

# **CONTRACT FOR PRISONER AND NON-PRISONER FOOD SUPPLY**

## **SCHEDULE 1**

### **DEFINITIONS**

## Definitions

1.1 Unless otherwise provided or the context otherwise requires the following expressions shall have the meanings set out below.

**“Acceptance”**

means:

- (a) in respect of a Deliverable, the point at which the Authority issues an Acceptance Certificate confirming that the Deliverable has satisfied all of its Acceptance Criteria (which may be conditional upon and subject to the rectification of any issue(s) with the Deliverable by a date specified by the Authority pursuant to Paragraph 10.6.1 of Schedule 13 (*Implementation Plan*)); and
- (b) in respect of a Milestone, the point at which the Authority issues an Acceptance Certificate confirming that all Deliverables relating to that Milestone have been Accepted as set out in paragraph (a) of this definition,

and "Accept" and "Accepted" shall be construed accordingly;

**“Acceptance Certificate”**

means a certificate materially in the form of the document contained in Annex 2 to Schedule 13 (*Implementation Plan*) which is issued by the Authority pursuant to Paragraph 8 of Schedule 13 (*Implementation Plan*) when a Deliverable or Milestone has been Accepted;

**“Acceptance Criteria”**

means in respect of each Deliverable, those criteria set out in the Implementation Plan by reference to which the Deliverable (or any part thereof) subject to Testing may be accepted or rejected by the Authority;

**“Accounting Reference Date”**

means in each year the date to which the Supplier prepares its annual audited financial statements;

**“Affected Party”**

means the Party seeking to claim relief in respect of a Force Majeure Event;

**“Affiliate”**

means, in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;

**“Agreed Implementation Plan”**

means the finalised Implementation Plan as agreed by both Parties in accordance with Schedule 13 (*Implementation Plan*);

**“Agency Driver”**

means a person who is not a full-time employee of the Supplier but who is contracted on a short-term or one-off basis by the Supplier to carry out a delivery to a Site in the event that no Delivery Driver is available;

<b>"Allergenic Ingredients"</b>	means those substances or products causing allergies or intolerances as listed in Annex II of Regulation (EU) No 1169/2011 of the European Parliament and of the Council on the provision of food information to consumers (retained in English law by virtue of the EU (Withdrawal) Act 2018), as amended from time to time;
<b>"Alternative Product"</b>	means a product which: <ul style="list-style-type: none"> <li>(c) is provided as a short-term replacement for a Product which is unavailable when ordered; and</li> <li>(d) is different to the Product it is replacing (by reference to the Product Range) but which can be used in a comparable way by the Authorised User, such as cauliflower in place of broccoli;</li> </ul>
<b>"Annual Contract Review Meeting"</b>	has the meaning given in Schedule 21 ( <i>Governance</i> );
<b>"Annual Revenue"</b>	means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology: <ul style="list-style-type: none"> <li>(a) figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</li> <li>(b) where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to British Pound Sterling at the closing exchange rate on the Accounting Reference Date;</li> </ul>
<b>"Approve"</b>	means the prior written consent of the Authority and <b>"Approved"</b> and <b>"Approving"</b> shall be construed accordingly;
<b>"Approved Halal Slaughterhouse"</b>	has the meaning given to it in Paragraph 17.3 of Schedule 2 (Specification);
<b>"Approved User"</b>	means a Private Prison which the Authority notifies to the Supplier from time to time wishing to directly enter into an agreement with the Supplier for the provision of products and/or services that are the same as the Products and/or Services;
<b>"Associated Person"</b>	has the meaning given to it in Section 44(4) of the Criminal Finances Act 2017;
<b>"Associates"</b>	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an

	associate under generally accepted accounting principles;
<b>“Assurance”</b>	means written confirmation from a Relevant Authority to the Supplier that the CRP Information is approved by the Relevant Authority;
<b>“Audit”</b>	means any exercise by the Authority of its Audit Rights pursuant to Clause 17 ( <i>Records, Reports, Audits, Assurance and Open Book Data</i> ) and Schedule 19 ( <i>Financial Reports and Audit Rights</i> );
<b>“Audit Agents”</b>	means: <ul style="list-style-type: none"> <li>(a) the Authority’s internal and external auditors;</li> <li>(b) the Authority’s statutory or regulatory auditors;</li> <li>(c) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office;</li> <li>(d) HM Treasury or the Cabinet Office;</li> <li>(e) any Authority Quality Assurance Provider;</li> <li>(f) any party formally appointed by the Authority to carry out audit or similar review functions; and</li> <li>(g) successors or assigns of any of the above;</li> </ul>
<b>“Audit Rights”</b>	means the audit and access rights referred to in Schedule 19 ( <i>Financial Reports and Audit Rights</i> );
<b>“Authorised User”</b>	means any user authorised by the Authority from time to time as being able to order Products and receive the Services for the benefit of prisoners and non-prisoners at Sites under the Contract, including, for the avoidance of doubt, any third parties appointed and/or otherwise engaged by the Authority from time to time in connection with the operation of Sites (whether wholly or partly) and/or the provision of Services (whether catering or otherwise) to Sites;
<b>“Authority Background IPRs”</b>	means: <ul style="list-style-type: none"> <li>(a) IPRs owned by the Authority before the Effective Date, including IPRs contained in any of the Authority’s Know How, documentation, processes and procedures;</li> <li>(b) IPRs created by the Authority independently of this Agreement (which shall include any recipes created by or on behalf of the Authority and stored on the Online Ordering System); and/or</li> <li>(c) Crown Copyright which is not available to the Supplier otherwise than under this Agreement;</li> </ul>

**“Authority Cause”**

means:

- (a) a failure by the Authority to provide the Supplier with access to a Delivery Location during the day on which the Delivery Window falls;
- (b) an act or omission of the Authority which delays the Supplier from exiting a Delivery Location following the Delivery of Products;
- (c) a failure of the Authority to provide the Supplier with information in accordance with Clause 5.7 following notification by the Authority of an additional Site being added to the scope of the Agreement,

except to the extent that such failure or act or omission of the Authority:

- (i) has been consented to by the Supplier in advance in writing; or
  - (ii) has been caused by the Supplier, any Sub-contractor or any Supplier Personnel;
- (d) a failure of the Authority to comply with the Authority Responsibilities,

**“Authority Data”**

means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:
  - (i) supplied to the Supplier by or on behalf of the Authority; and/or
  - (ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or
- (b) any Personal Data for which the Authority is the Data Controller;

**“Authority Financial Year”**

means the consecutive twelve (12) month period from the beginning of 1 April of one calendar year to the end of 31 March of the following calendar year;

**“Authority Premises”**

means premises owned, controlled or occupied by the Authority and/or any Crown Body which are made available for use by the Supplier or its Sub-contractors for provision of the Products and/or Services (or any of them);

**“Authority Quality Assurance Provider”**

means a suitably qualified QA professional appointed by the Authority from time to time;

<b>“Authority Requirements”</b>	means the requirements of the Authority set out in Schedules Schedule 2 ( <i>Specification</i> ), Schedule 3 ( <i>Performance Levels</i> ), Schedule 4 ( <i>Standards</i> ), Schedule 6 ( <i>Insurance Requirements</i> ), Schedule 24 ( <i>Reports and Records Provisions</i> ), Schedule 25 ( <i>Exit Management</i> ) and Schedule 26 ( <i>Service Continuity and Corporate Resolution Planning</i> );
<b>“Authority Responsibilities”</b>	the responsibilities of the Authority specified in Schedule 7 ( <i>Authority Responsibilities</i> );
<b>“Authority System”</b>	the Authority’s computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Authority or the Supplier in connection with this Agreement which is owned by the Authority or licensed to it by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services;
<b>“Authority’s Halal Standard”</b>	means the Authority's standard for the preparation and production of halal Products, as set out in Appendix E to Schedule 2 ( <i>Specification</i> );
<b>“Board”</b>	means the Supplier’s board of directors;
<b>“Board Confirmation”</b>	means the written confirmation from the Board in accordance with Paragraph 8 of Schedule 18 ( <i>Financial Distress</i> );
<b>“BRC Global Standards”</b>	means the British Retail Consortium standards relating to quality, safety and operational criteria, as further described at:  <a href="http://www.brcglobalstandards.com/Manufacturers/Food.aspx">http://www.brcglobalstandards.com/Manufacturers/Food.aspx</a>
<b>“Cabinet Office Markets and Suppliers Team”</b>	means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;
<b>“Catalogue Change”</b>	means the addition or replacement of Products in the Catalogue in accordance with the Catalogue Change Procedure;
<b>“Catalogue Change Procedure”</b>	means the procedure for implementing a Catalogue Change, as set out in Paragraph 10 of Schedule 22 ( <i>Change Control Procedure</i> );
<b>“Catalogue”</b>	means the catalogue of Products prepared and maintained by the Supplier in accordance with Paragraph 2 of Schedule 2 ( <i>Specification</i> );
<b>“Central Government Body”</b>	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and

amended from time to time by the Office for National Statistics:

- (a) Government Department;
- (b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);
- (c) Non-Ministerial Department; or
- (d) Executive Agency;

**“Change”**

means any change to this Agreement;

**“Change Authorisation Note”**

means a form setting out an agreed Contract Change which shall be substantially in the form of Annex 2 of Schedule 22 (*Change Control Procedure*);

**“Change Control Procedure”**

means the procedure for changing this Agreement set out in Schedule 22 (*Change Control Procedure*);

**“Change in Law”**

means any change in Law which impacts on the provision of the Products or Services which comes into force after the Effective Date, including without limitation any change in General Food Law;

**“Change Request”**

means a written request for a Contract Change substantially in the form of Annex 1 of Schedule 22 (*Change Control Procedure*);

**“Charges”**

means the charges for the provision of the Products and Services set out in or otherwise calculated in accordance with Schedule 15 (*Charges and Invoicing*);

**“Class 1 Transaction”**

has the meaning set out in the listing rules issued by the UK Listing Authority;

**“CNI”**

means Critical National Infrastructure;

**“Commercially Sensitive Information”**

means the information listed in Schedule 9 (*Commercially Sensitive Information*) comprising the information of a commercially sensitive nature relating to:

- (a) the pricing of the Products and Services;
- (b) details of the Supplier's IPRs; and
- (c) the Supplier's business and investment plans,

which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss;

**“Commodity Appraisal Panel” or “CAP”**

means the body responsible for carrying out the functions set out in paragraph 9 of Schedule 2

(*Specification*), as further described in Paragraph 6 and Annex 1 of Schedule 21 (*Governance*);

**“Common Veterinary Entry Documents”**

means the official document used in all EU member states to pre-notify the arrival of live animals (excluding pets), live animal products and products of animal origin intended for import to or transit through the EU from third countries;

**“Compensation for Unacceptable KPI Failure”**

has the meaning given in Clause 13.6.1;

**“Complaint”**

means communication of any issue, Incident, service failure or grievance by the Authority and/or an Approved User or their employees which the Authority and/or an Approved User or their employees come across as part of its receipt of the Products and/or Services where the provision of such Products and/or Services deviates from the terms of the Agreement;

**“Condition Precedent”**

has the meaning given in Clause 4.4 (*Condition Precedent*);

**“Confidential Information”**

means:

- (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:
    - (i) the Disclosing Party Group; or
    - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party Group;
  - (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent or that ought reasonably to be considered to be confidential (whether or not it is so marked) which comes (or has come) to the Recipient’s attention or into the Recipient’s possession in connection with this Agreement;
  - (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and
  - (d) Information derived from any of the above,
- but not including any Information which:



- (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality;
- (iv) was independently developed without access to the Confidential Information; or
- (v) relates to the Supplier's:
  - (1) performance under this Agreement; or
  - (2) failure to pay any Sub-contractor as required pursuant to Clause 20.14 (*Supply Chain Protection*);

**“Contract Change”**

means any change to this Agreement other than an Operational Change or a Catalogue Change;

**“Contract Finder”**

means the online government portal which allows suppliers to search for information about contracts worth over £12,000 (including VAT) as prescribed by Part 4 of the Public Contract Regulations 2015;

**“Contract Review Meeting”**

means the annual meeting as detailed in Paragraph 8 of Schedule 21 (*Governance*);

**“Contract Year”**

means:

- (a) the 12-month period commencing on the Supply Commencement Date (the first Contract Year); or
- (b) thereafter a period of 12 months commencing on each anniversary of the Supply Commencement Date;

provided that the final Contract Year shall end on the expiry or termination of the Term;

**“Control”**

means the possession by person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;

**“Controller”**

has the meaning given in the UK GDPR;

**“Corporate Change Event”**

means:

- (a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;
- (b) any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the provision of the Products and/or Services;
- (c) any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Authority, could have a material adverse effect on the provision of the Products and/or Services;
- (d) a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;
- (e) an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;
- (f) payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12-month period;
- (g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;
- (h) any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;
- (i) the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or
- (j) any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;

<b>“Corporate Change Event Grace Period”</b>	means a grace period agreed to by the Relevant Authority for providing CRP Information and/or updates to Service Continuity Plan after a Corporate Change Event;
<b>“Corporate Resolution Planning Information”</b>	means, together, the: <ul style="list-style-type: none"> <li>(a) Group Structure Information and Resolution Commentary; and</li> <li>(b) UK Public Sector and CNI Contract Information;</li> </ul>
<b>“Critical National Infrastructure”</b>	means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in: <ul style="list-style-type: none"> <li>(a) major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</li> <li>(b) significant impact on the national security, national defence, or the functioning of the UK;</li> </ul>
<b>“Critical Performance Failure”</b>	means: <ul style="list-style-type: none"> <li>(a) the Supplier accruing in aggregate sixty (60) or more Service Points (in terms of the number of points allocated, excluding the application of the Repeat Performance Failure Multiplier set out in Paragraph 3 of Schedule 3 (<i>Performance Levels</i>)) in any period of twelve (12) months;</li> <li>(b) the Supplier’s performance in respect of any Key Performance Indicator falls below the Critical Performance Failure Threshold for that KPI as an average across the timeframe specified in respect of that KPI in Annex 1 of Schedule 3 (<i>Performance Levels</i>); and/or</li> <li>(c) the Supplier accruing Service Credits or Compensation for Unacceptable KPI Failure which meet or exceed the Service Credit Cap;</li> </ul>
<b>“Crown Body”</b>	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
<b>“CRP Information”</b>	means the Corporate Resolution Planning Information;

<b>“CRTPA”</b>	means the Contracts (Rights of Third Parties) Act 1999;
<b>“Data Loss Event”</b>	means any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
<b>“Data Protection Impact Assessment”</b>	means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
<b>“Data Protection Legislation”</b>	means, to the extent applicable: <ul style="list-style-type: none"> <li>(a) the EU GDPR, the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time;</li> <li>(b) the DPA to the extent that it relates to processing of personal data and privacy; and</li> <li>(c) all applicable Law about the processing of personal data and privacy;</li> </ul>
<b>“Data Subject”</b>	has the meaning given in the DPA;
<b>“Data Subject Request”</b>	means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to their Personal Data or any other request made by or on behalf of a Data Subject in relation to Personal Data processed about that Data Subject;
<b>“Deductions”</b>	means all Service Credits, Compensation for Unacceptable KPI Failure, Delay Payments or any other deduction which is paid or payable to the Authority under this Agreement;
<b>“Default”</b>	means any breach of the obligations of the relevant Party (including abandonment of this Agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement: <ul style="list-style-type: none"> <li>(a) in the case of the Authority, of its employees, servants, agents; or</li> <li>(b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,</li> </ul> in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other;
<b>“Defect”</b>	means: <ul style="list-style-type: none"> <li>(a) any error, damage or defect in the manufacturing of the Products; or</li> </ul>

	(b) any failure of the Products to provide the performance, features and functionality specified in the Agreement, the Authority Requirements, the Supplier Solution or the Documentation (including any adverse effect on response times);
<b>“Defective Products”</b>	has the meaning given in Clause 9.6 ( <i>Inspection, Rejection, Returns and Recall</i> );
<b>“DEFRA Balanced Scorecard”</b>	means the document published by the Department for the Environment, Food and Rural Affairs, which provides a framework for groups or individuals buying food or catering services for the public sector to evaluate the cost of those services, as further described at:  <a href="https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419245/balanced-scorecard-annotated-march2015.pdf">https://www.gov.uk/government/uploads/system/uploads/attachment_data/file/419245/balanced-scorecard-annotated-march2015.pdf</a> ;
<b>“Delay”</b>	means:  (a) a delay in the Acceptance of a Key Milestone by its Milestone Date; or  (b) a delay in the Acceptance of a Deliverable by its Due Date;
<b>“Delay Deduction Period”</b>	means the period of 100 days from the Planned Supply Commencement Date;
<b>“Delay Payment”</b>	means the payment due and payable by the Supplier in accordance with Schedule 15 ( <i>Charges and Invoicing</i> ), in circumstances described at Clause 32;
<b>“Deliverable”</b>	any item, feature, material or software delivered or to be delivered by the Supplier in accordance with the Implementation Plan or at any other stage in the provision of the Services (other than the Products);
<b>“Delivery”</b>	means the delivery of the Products in accordance with Clauses 7.1 to 7.7 and <b>“Deliver”</b> and <b>“Delivered”</b> shall be construed accordingly;
<b>“Delivery Driver”</b>	means a person who is employed by the Supplier for the purpose of carrying out the delivery of Orders, which for the avoidance of doubt shall include regular and relief drivers, but shall exclude Agency Drivers;
<b>“Delivery Locations”</b>	means any one of the nominated locations in respect of the Site as set out on the Effective Date in the Specification and such list is updated from time to time by the Authority and notified in writing to the Supplier;
<b>“Delivery Note”</b>	means the document provided by the Supplier to the relevant Authorised User to confirm the delivery of Orders in accordance with Paragraph 5.2 of Schedule 2 ( <i>Specification</i> ), which shall be of a generic format, provided in hard copy and containing all relevant details

of the delivery including the quantity of Products delivered and a description of such Products;

**“Delivery Requirements”**

means any requirements (including for entry, security, equipment, vehicles or behaviour) which apply at any Participating Premises as notified to the Supplier from time to time, including without limitation any requirements or guidance contained within the Transport Managers and Delivery Drivers Handbook;

**“Delivery Schedule”**

means the delivery schedule set out in Appendix D of the Specification in respect of each Site, as may be updated by the Authority from time to time;

**“Delivery Window”**

means the day(s) and times during which the Supplier may Deliver Products to a Site, as set out in the Delivery Schedule or as otherwise agreed with the Authority in advance;

**“Dependent Parent Undertaking”**

means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into this Agreement, including for the avoidance of doubt the provision of the Products and Services in accordance with the terms of this Agreement;

**“Depot List”**

means the list of the Supplier's depot locations, to be include in the Implementation Plan in accordance with Schedule 13 (*Implementation Plan*) and maintained by the Supplier thereafter in accordance with Paragraph 7 of Schedule 2 (*Specification*);

**“Disclosing Party”**

has the meaning given in Clause 24.1 (*Confidentiality*);

**“Disclosing Party Group”**

means:

- (a) where the Disclosing Party is the Supplier, the Supplier and any Affiliates of the Supplier; and
- (b) where the Disclosing Party is the Authority, the Authority and any Crown Body with which the Authority or the Supplier interacts in connection with this Agreement;

**“Dispute”**

means any dispute, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, difference or question of interpretation relating to the provision of the Products or Services, failure to agree in accordance with the Change Control Procedure or any matter where this Agreement directs the Parties to resolve an issue by reference to the Dispute Resolution Procedure;

<b>“Dispute Notice”</b>	means a written notice served by one Party on the other stating that the Party serving the notice believes that there is a Dispute, to contain the detail as set out in paragraph 2.2 of Schedule 23 ( <i>Dispute Resolution Procedure</i> );
<b>“Dispute Resolution Procedure”</b>	means the dispute resolution procedure set out in Schedule 23 ( <i>Dispute Resolution Procedure</i> );
<b>“Documentation”</b>	means information and all such other documentation as: <ul style="list-style-type: none"> <li>(a) is required to be supplied by the Supplier to the Authority under this Agreement; or</li> <li>(b) has been or shall be generated for the purpose of providing the Products or Services;</li> </ul>
<b>“DOTAS”</b>	means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992;
<b>“DPA”</b>	means the Data Protection Act 2018;
<b>“Due Date”</b>	means a due date for a Deliverable as set out in the Implementation Plan;
<b>“Due Diligence Information”</b>	means any information supplied to the Supplier by or on behalf of the Authority prior to the Effective Date;
<b>“Effective Date”</b>	means the later of: <ul style="list-style-type: none"> <li>(a) the date on which this Agreement is signed by both Parties; and</li> <li>(b) the date on which the Condition Precedent has been satisfied or waived in accordance with Clause 4.4 (<i>Condition Precedent</i>);</li> </ul>
<b>“EIRs”</b>	means the Environmental Information Regulations 2004, together with any guidance and/or codes of practice issued by the Information Commissioner or any Crown Body in relation to such Regulations;
<b>“Emergency”</b>	means a business critical situation which is not reasonably foreseeable by the Authority and/or an Authorised User, such as a fire, explosion, serious power failure, flood, bursting of water apparatus or pipes, riot or serious disorder;

**“Emergency Maintenance”**

ad hoc and unplanned maintenance provided by the Supplier where:

- (a) the Authority reasonably suspects that the Online Ordering System, or any part of the Online Ordering System, has or may have developed a fault, and notifies the Supplier of the same; or
- (b) the Supplier reasonably suspects that the Online Ordering System, or any part the Online Ordering System, has or may have developed a fault;

**“Emergency Order”**

means an Order placed by an Authorised User and identified as an “emergency order” in accordance with Clauses 6.18 to 6.22 of the Agreement;

**“Employee Liabilities”**

means all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body and of implementing any requirements which may arise from such investigation;

**“End Users”**

means any persons who will consume or otherwise use the Products and/or Deliverables;



<b>“EU GDPR”</b>	means the General Data Protection Regulation (EU) 2016/679;
<b>“Euro Compliant”</b>	<p>means that: (i) the introduction of the euro within any part(s) of the UK shall not affect the performance or functionality of any relevant items nor cause such items to malfunction, end abruptly, provide invalid results or adversely affect the Authority’s business; (ii) all currency-reliant and currency-related functions (including all calculations concerning financial data) of any relevant items enable the introduction and operation of the euro; and (iii) in particular each and every relevant item shall, to the extent it performs or relies upon currency-related functions (including all calculations concerning financial data):</p> <ul style="list-style-type: none"> <li>(a) be able to perform all such functions in any number of currencies and/or in euros;</li> <li>(b) during any transition phase applicable to the relevant part(s) of the UK, be able to deal with multiple currencies and, in relation to the euro and the national currency of the relevant part(s) of the UK, dual denominations;</li> <li>(c) recognise accept, display and print all the euro currency symbols and alphanumeric codes which may be adopted by any government and other European Union body in relation to the euro;</li> <li>(d) incorporate protocols for dealing with rounding and currency conversion;</li> <li>(e) recognise data irrespective of the currency in which it is expressed (which includes the euro) and express any output data in the national currency of the relevant part(s) of the UK and/or the euro; and</li> <li>(f) permit the input of data in euro and display an outcome in euro where such data, supporting the Authority’s normal business practices, operates in euro and/or the national currency of the relevant part(s) of the UK;</li> </ul>
<b>“Exit Management”</b>	means services, activities, processes and procedures to ensure a smooth and orderly transition of all or part of the Products and Services from the Supplier to the Authority and/or a Replacement Supplier, as set out or referred to in Schedule 25 ( <i>Exit Management</i> );
<b>“Exit Plan”</b>	means the plan produced and updated by the Supplier during the Term in accordance with Paragraph 4 of Schedule 25 ( <i>Exit Management</i> );
<b>“Expected Order Log”</b>	has the meaning given to it in Paragraph 3.6 of Schedule 2 ( <i>Specification</i> );

<b>“Expedited Dispute Timetable”</b>	means the reduced timetable for the resolution of Disputes set out in Paragraph 3 of Schedule 23 ( <i>Dispute Resolution Procedure</i> );
<b>“Expert”</b>	has the meaning given in Schedule 23 ( <i>Dispute Resolution Procedure</i> );
<b>“Expert Determination”</b>	means the process described in Paragraph 6 of Schedule 23 ( <i>Dispute Resolution Procedure</i> );
<b>“Extension Period”</b>	has the meaning given to it in Clause 4.2 ( <i>Term</i> );
<b>“Financial Distress Event”</b>	means the occurrence of one or more of the events listed in Paragraph 3.1 of Schedule 18 ( <i>Financial Distress</i> );
<b>“Financial Distress Remediation Plan”</b>	means a plan setting out how the Supplier will ensure the continued performance and delivery of the Products and Services in accordance with this Agreement in the event that a Financial Distress Event occurs;
<b>“Financial Model”</b>	has the meaning given to it in Schedule 19 ( <i>Financial Reports and Audit Rights</i> );
<b>“Financial Reports”</b>	has the meaning given in Schedule 19 ( <i>Financial Reports and Audit Rights</i> );
<b>“Financial Transparency Objectives”</b>	has the meaning given in Schedule 19 ( <i>Financial Reports and Audit Rights</i> );
<b>“First Extension Period”</b>	has the meaning given to it in Clause 4.2.1 ( <i>Term</i> );
<b>“FOIA”</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or any relevant Crown Body in relation to such Act;
<b>“Force Majeure Event”</b>	means any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Supplier or the Supplier Personnel or any other failure in the Supplier’s or a Sub-contractor’s supply chain;
<b>“Force Majeure Notice”</b>	means a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event;

<b>“Full Case Equivalent”</b>	means a case size equivalent to that which is made available by the Supplier for Order, and which in all cases meets the Technical Specification;
<b>“General Anti-Abuse Rule”</b>	means: <ul style="list-style-type: none"> <li>(a) the legislation in Part 5 of the Finance Act 2013; and</li> <li>(b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions;</li> </ul>
<b>“General Change in Law”</b>	means a Change in Law where the change is of a general legislative nature (including taxation or duties of any sort affecting the Supplier) or which affects or relates to a Comparable Supply;
<b>“General Food Law”</b>	means EU law Regulation (EC) 178/2002 which has been retained under the European Union (Withdrawal) Act 2018 and amended by the General Food Law (Amendment etc.) (EU Exit) Regulations (SI 2019/641), to protect human health and consumer’s interest in relation to food, applicable to all stages of production, processing and distribution of food and feed with some exceptions;
<b>“General Food Quality Standard”</b>	means the document included within the Quality Standards in Appendix B (Quality Standards) of Schedule 2 (Specification) headed "Food Quality Standards", as may be amended from time to time, which sets out a general statement of requirements in respect of the quality of all Products;
<b>“Goods Receipt Note” or “GRN”</b>	has the meaning given to it in Paragraph 5.3 of Schedule 2 ( <i>Specification</i> );
<b>“Good Industry Practice”</b>	means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert supplier of products similar to the Products and/or services similar to the Services to a customer like the Authority, such supplier seeking to comply with its contractual obligations in full and complying with applicable Laws and Guidance;
<b>“Guidance”</b>	means any applicable guidance, direction or determination and any policies, advice or industry alerts which apply to the Products or Services, to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Authority and/or have been published and/or notified to the Supplier by any applicable regulator or competent body;

<b>“Halal Certificate”</b>	has the meaning given to it in Paragraph 17.8 of Schedule 2 ( <i>Specification</i> );
<b>“Halal Certifier”</b>	has the meaning given to it in Paragraph 17.4 of Schedule 2 ( <i>Specification</i> );
<b>“Halifax Abuse Principle”</b>	means the principle explained in the CJEU Case C-255/02 Halifax and others;
<b>“Health and Safety Policy”</b>	means the health and safety policy of the Authority and/or other relevant Crown Body as provided to the Supplier on or before the Effective Date and as subsequently provided to the Supplier from time to time except any provision of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety;
<b>“HMG Security Policy Framework”</b>	means the policy paper made available at <a href="https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework">https://www.gov.uk/government/publications/security-policy-framework/hmg-security-policy-framework</a> , as updated or replaced from time to time;
<b>“HMRC”</b>	means HM Revenue & Customs;
<b>“Impact Assessment”</b>	has the meaning given in Schedule 22 ( <i>Change Control Procedure</i> );
<b>“Implementation Activity”</b>	means each implementation activity further described in the Agreed Implementation Plan, and <b>“Implementation Activities”</b> shall be construed accordingly;
<b>“Implementation Costs”</b>	means the Charges payable in relation to the delivery of the Agreed Implementation Plan calculated in accordance with Paragraph 1 of Part B of Schedule 15 ( <i>Charges and Invoicing</i> );
<b>“Implementation Period”</b>	means the period from the Effective Date to the Supply Commencement Date (or such other date Approved by the Authority upon which the final Milestone is Accepted in line with the Agreed Implementation Plan);
<b>“Implementation Project Board”</b>	means the governance board described in paragraph 7.3 of Schedule 13 (Implementation Plan);
<b>“Incident”</b>	means any issue, disruption or event which hinders or prevents the Supplier from providing the Products and/or Services to the standard required under this Agreement;
<b>“Indemnified Person”</b>	means the Authority and each and every person to whom the Authority (or any direct or indirect sub-licensee of the Authority) sub-licenses, assigns or novates any Relevant IPRs or rights in Relevant IPRs in accordance with this Agreement;

<b>“Information”</b>	means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form);
<b>“Initial Term”</b>	means the period commencing on the Planned Supply Commencement Date and ending on the fifth (5 <sup>th</sup> ) anniversary of the Planned Supply Commencement Date;
<b>“Insolvency Event”</b>	<p>means, with respect to any person:</p> <ul style="list-style-type: none"> <li>(a) that person 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: <ul style="list-style-type: none"> <li>(i) (being a company or a LLP) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or</li> <li>(ii) (being a partnership) is deemed unable to pay its debts within the meaning of section 222 of the Insolvency Act 1986;</li> </ul> </li> <li>(b) that person commences negotiations with one or more of its creditors (using a voluntary arrangement, scheme of arrangement or otherwise) with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with one or more of its creditors or takes any step to obtain a moratorium pursuant to Section 1A and Schedule A1 of the Insolvency Act 1986 other than (in the case of a company, a LLP or a partnership) for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;</li> <li>(c) another person becomes entitled to appoint a receiver over the assets of that person or a receiver is appointed over the assets of that person;</li> <li>(d) a creditor or encumbrancer of that person attaches or takes possession of, or a distress, execution or other such process is levied or enforced on or sued against, the whole or any part of that person’s assets and such attachment or process is not discharged within fourteen (14) days;</li> <li>(e) that person suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;</li> </ul>

- (f) where that person is a company, a LLP or a partnership:
  - (i) a petition is presented (which is not dismissed within fourteen (14) days of its service), a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that person other than for the sole purpose of a scheme for a solvent amalgamation of that person with one or more other companies or the solvent reconstruction of that person;
  - (ii) 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 filed at Court or given or if an administrator is appointed, over that person;
  - (iii) (being a company or a LLP) the holder of a qualifying floating charge over the assets of that person has become entitled to appoint or has appointed an administrative receiver; or
  - (iv) (being a partnership) the holder of an agricultural floating charge over the assets of that person has become entitled to appoint or has appointed an agricultural receiver; or
- (g) any event occurs, or proceeding is taken, with respect to that person in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above;

**“Intellectual Property Rights” or “IPRs”** means:

- (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in Internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction; and
- (c) all other rights having equivalent or similar effect in any country or jurisdiction;

**“Intervention Cause”** has the meaning given in Clause 33.1 (*Remedial Adviser*);

<b>“Intervention Notice”</b>	has the meaning given in Clause 33.1 ( <i>Remedial Adviser</i> );
<b>“Intervention Period”</b>	has the meaning given in Clause 33.2.3 ( <i>Remedial Adviser</i> );
<b>“Intervention Trigger Event”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any event falling within limb (a), (b), (c), (e), (f) or (g) of the definition of a Supplier Termination Event;</li> <li>(b) a Default by the Supplier that is materially preventing or materially delaying the supply of the Products or the performance of the Services or any material part of the Products or Services;</li> <li>(c) the Supplier accruing in aggregate forty-five (45) or more Service Points (in terms of the number of points allocated, excluding the application of the Repeat Performance Failure Multiplier set out in Paragraph 3 of Schedule 3 (<i>Performance Levels</i>)) in any period of twelve (12) months;</li> <li>(d) the Supplier accruing Service Credits which meet or exceed 75% of the Service Credit Cap; and/or</li> <li>(e) the Supplier not Achieving a Key Milestone within seventy-five (75) days of its relevant Milestone Date;</li> </ul>
<b>“IPRs Claim”</b>	means any claim against any Indemnified Person of infringement or alleged infringement (including the defence of such infringement or alleged infringement) of any IPRs save for any such claim to the extent that it is caused by any use by or on behalf of that Indemnified Person of any IPRs, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Agreement or for a purpose not reasonably to be inferred from the Specification or the provisions of this Agreement;
<b>“IT Environment”</b>	means the Authority System and the Supplier System;
<b>“Key Milestones”</b>	the Milestones included in the Implementation Plan that incorporate the Milestones set out in Annex 1 of Schedule 13 ( <i>Milestone and Deliverable Matrix</i> ) and in respect of which Delay Payments may be payable in accordance with Paragraph 1 of Part C of Schedule 15 ( <i>Charges and Invoicing</i> ) if the Supplier fails to obtain the Acceptance of the Milestone Date in respect of such Milestone;
<b>“Key Performance Indicator” or “KPI”</b>	means the key performance indicators set out in Table 1 of Part A of Annex 1 of Schedule 3 ( <i>Performance Levels</i> );

<b>“Key Role”</b>	a role described as a Key Role in Schedule 29 ( <i>Key Personnel</i> ) and any additional roles added from time to time in accordance with Clause 19.3 ( <i>Key Personnel</i> );
<b>“Key Sub-contractor”</b>	means any Sub-contractor: <ul style="list-style-type: none"> <li>(a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of the Products or Services; and/or</li> <li>(b) with a Sub-contract with a contract value which at the time of appointment exceeds (or would exceed if appointed) 10% of the aggregate Charges forecast to be payable under this Agreement (as set out in the Financial Model);</li> </ul>
<b>“Know-How”</b>	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know how relating to the Products or Services but excluding know how already in the other Party’s possession before this Agreement;
<b>“KPI Failure”</b>	means a failure to meet the Target Performance Level in respect of a Key Performance Indicator;
<b>“KPI Performance Threshold”</b>	means as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 ( <i>Performance Levels</i> );
<b>“Law”</b>	means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply, including without limitation any General Food Law;
<b>“LED”</b>	means the Law Enforcement Directive ( <i>Directive (EU) 2016/680</i> );
<b>“Losses”</b>	means losses, liabilities, damages, costs and expenses (including legal fees on a solicitor/client basis) and disbursements and costs of investigation, litigation, settlement, judgment interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise;
<b>“Management Information”</b>	means the management information specified in Schedule 3 ( <i>Performance Levels</i> ), Schedule 15 ( <i>Charges and Invoicing</i> ), Schedule 19 ( <i>Financial Reports and Audit Rights</i> ), Schedule 21 ( <i>Governance</i> ) and Schedule 24 ( <i>Reports and Records Provisions</i> ) to be provided by the Supplier to the Authority;
<b>“Material KPI Failure”</b>	means: <ul style="list-style-type: none"> <li>(a) a Serious KPI Failure;</li> </ul>



	<ul style="list-style-type: none"> <li>(b) a Severe KPI Failure;</li> <li>(c) a Very Severe KPI Failure; or</li> <li>(d) a failure by the Supplier to meet a KPI Performance Threshold;</li> </ul>
<b>“Material PI Failure”</b>	a failure by the Supplier to meet the Target Performance Level in respect of the social value Subsidiary Performance Indicator that is measured in that Service Period;
<b>“Measurement Period”</b>	means, in relation to a Key Performance Indicator, the period over which the Supplier’s performance is measured (for example, a Service Period if measured monthly, a Products Delivery Period if measured Quarterly or a 12-month period if measured annually);
<b>“Milestone”</b>	means an event or task described in the Agreed Implementation Plan which, if applicable, shall be completed by the relevant Milestone Date;
<b>“Milestone Date”</b>	means the date by which a Milestone must be Accepted as set out in the Implementation Plan (being the last Due Date for a Deliverable relating to that Milestone as also set out in the Implementation Plan);
<b>“Milestone Payment”</b>	means a proportion of the Implementation Costs allocated to a Key Milestone and payable following Acceptance of that Milestone in accordance with Paragraph 1 of Part B of Schedule 15 ( <i>Charges and Invoicing</i> ), an estimate of such amounts being set out in Annex 1 of Schedule 13 ( <i>Implementation</i> );
<b>“Minor KPI Failure”</b>	shall be as set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 ( <i>Performance Levels</i> );
<b>“Month”</b>	means a calendar month and “ <b>monthly</b> ” shall be interpreted accordingly;
<b>“Multi-Party Dispute Resolution Procedure”</b>	has the meaning given in Paragraph 9.1 of Schedule 23 ( <i>Dispute Resolution Procedure</i> );
<b>“Multi-Party Procedure Initiation Notice”</b>	has the meaning given in Paragraph 9.2 of Schedule 23 ( <i>Dispute Resolution Procedure</i> );
<b>“Non-Catalogue Requests”</b>	a request from an Authorised User to the Supplier for the supply of a product that is not included in the Catalogue;
<b>“Notifiable Default”</b>	shall have the meaning given in Clause 31.1 ( <i>Rectification Plan Process</i> );
<b>“Occasion of Tax Non-Compliance”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October</li> </ul>

2012 is found on or after 1 April 2013 to be incorrect as a result of:

- (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an effect equivalent or similar to the General Anti-Abuse Rule or the Halifax Abuse Principle;
  - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime; and/or
- (b) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 gives rise on or after 1 April 2013 to a criminal conviction in any jurisdiction for tax related offences which is not spent at the Effective Date or to a civil penalty for fraud or evasion;

**“Online Ordering System”**

the cloud-hosted software Online Ordering System made available by the Supplier to the Authority for use by Online Ordering System Users in accordance with the Agreement and more particularly described in Appendix G of Schedule 2 (*Specification*);

**“Online Ordering System User”**

an employee or representative of the Authority who is authorised by the Authority to place Orders and is given access to the Online Ordering System;

**“Open Book Data”**

has the meaning given to it in Schedule 19 (*Financial Reports and Audit Rights*);

**“Operating Environment”**

means the Sites, Authority System, equipment and operational processes and procedures of the Authority;

**“Operational Change”**

means any change in the Supplier's operational procedures which in all respects, when implemented:

- (a) will not affect the Charges and will not result in any other costs to the Authority;
- (b) may change the way in which the Products or Services are delivered but will not adversely affect the supply of the Products or performance of the Services or increase the risks in receiving and using the Products and/or Services; and
- (c) will not require a change to this Agreement;

<b>“Operational Contract Manager”</b>	means the individuals appointed as such by the Authority and the Supplier in accordance with Paragraph 2 of Schedule 21 ( <i>Governance</i> );
<b>“Order”</b>	means an order for the purchase of Products issued from time to time by the Authority in accordance with Clause 6.9 (Order Process);
<b>“Other Supplier”</b>	means any supplier to the Authority (other than the Supplier) which is notified to the Supplier from time to time and/or of which the Supplier ought reasonably to have been aware;
<b>“Outline Implementation Plan”</b>	means the outline implementation plan for the completion of all Implementation Activities by the Planned Supply Commencement Date, as set out in Annex 4 of Schedule 13 ( <i>Implementation Plan</i> );
<b>“Parent Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Partial Termination”</b>	means the partial termination of this Agreement to the extent that it relates to the provision of any part of the Products as further provided for in Clause 39.3.2 and 39.4 or otherwise by mutual agreement by the Parties;
<b>“Parties” and “Party”</b>	have the meanings respectively given on page 1 of this Agreement;
<b>“Performance Failure”</b>	has the meaning giving in Schedule 3 ( <i>Performance Levels</i> );
<b>“Performance Indicators”</b>	the Key Performance Indicators and the Subsidiary Performance Indicators;
<b>“Performance Management Meeting”</b>	has the meaning given in Schedule 21 ( <i>Governance</i> );
<b>“Performance Monitoring Report”</b>	has the meaning given in Schedule 3 ( <i>Performance Levels</i> );
<b>“Permitted Maintenance”</b>	has the meaning given in Clause 6.3;
<b>“Personal Data”</b>	has the meaning given in the UK GDPR;
<b>“Personal Data Breach”</b>	has the meaning given in the UK GDPR;
<b>“Planned Supply Commencement Date”</b>	means 3 May 2026, being the target date from which Authorised Users can Order and the Supplier shall supply Products to Sites using the Online Ordering System;
<b>“Policies”</b>	means any Authority policies in place from time to time available on <a href="https://www.gov.uk/government/organisations/her-">https://www.gov.uk/government/organisations/her-</a>

[majestys-prison-and-probation-service](#) or otherwise notified to the Supplier from time to time.

**“Prescribed Person”**

a legal adviser, an MP, or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, available online at:  
<https://www.gov.uk/government/publications/blowing-the-whistle-list-of-prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies>, as updated from time to time;

**“Prison Service Instruction”**

means mandatory instructions relating to prison services issued by the Authority that have a definite expiry date, which may be used to introduce amendments to Prison Service Orders (PSOs);

**“Prison Service Orders”**

means mandatory instructions relating to prison services issued by the Authority that are intended to last for an indefinite period;

**“Private Prison”**

means a prison that is operated by a private supplier, under contract to the Ministry of Justice which is contract managed by HMPPS;

**“Processor”**

has the meaning given to it under the UK GDPR;

**“Processor Personnel”**

means all directors, officers, employees, agents, consultants and suppliers of the Supplier and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;

**“Product Case”**

means the minimum quantity of a Product which can be ordered by the Authority or an Authorised User as set out in the Catalogue in force from time to time during the Term;

**“Product Range”**

means the range of Products to be included in the Catalogue, which as at the Effective Date shall be set out in Appendix A of Schedule 2 (*Specification*);

**“Products”**

means any food items to be provided by the Supplier to the Authority as set out in the Catalogue from time to time and meeting the requirements of the Specification together with any Documentation, and “**Product**” shall be construed accordingly;

**“Prohibited Act”**

means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to:
  - (i) induce that person to perform improperly a relevant function or activity; or

- (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement;
- (c) an offence:
  - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
  - (ii) under legislation or common law concerning fraudulent acts; or
  - (iii) defrauding, attempting to defraud or conspiring to defraud the Authority (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK;

**“Project Specific IPRs”**

means:

- (a) Intellectual Property Rights in items created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Agreement and updates and amendments of these items including (but not limited to) database schema; and/or
- (b) Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under this Agreement;

but shall not include the Supplier Background IPRs or the Intellectual Property Rights in the Online Ordering System;

**“Protective Measures”**

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

**“Public Sector Dependent Supplier”**

means a supplier where that supplier, or that supplier's group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;

<b>“Public Sector and CNI Contract Information”</b>	means the information requirements set out in accordance with Paragraphs 11 to 13 and Annex 2 of Part B of Schedule 26 ( <i>Service Continuity and Corporate Resolution Planning</i> );
<b>“Publishable Performance Information”</b>	means any of the information in the Performance Monitoring Report as it relates to a Key Performance Indicator where it is expressed as publishable in the table in Annex 1 of Schedule 3 ( <i>Performance Levels</i> ) which shall not constitute Commercially Sensitive Information;
<b>“Quality Standards”</b>	means the quality standards applicable to the Products, as set out in Appendix B of Schedule 2 (Specification);
<b>“Quarter”</b>	means the period: (i) from and including the Supply Commencement Date to the date prior to the first Quarter Day; and (ii) thereafter from and including a Quarter Day up to the date prior to the subsequent Quarter Day (and in the case of the end of the Term from the last Quarter Day to the end of the Term), and <b>“Quarterly”</b> shall be construed accordingly;
<b>“Quarter Day”</b>	means each 1 May, 1 August, 1 November and 1 February during the Term;
<b>“Quarterly Contract Review Meeting” or “QCRM”</b>	has the meaning given to it in Schedule 21 ( <i>Governance</i> );
<b>“Recipient”</b>	has the meaning given in Clause 24.1 ( <i>Confidentiality</i> );
<b>“Records”</b>	has the meaning given in Schedule 24 ( <i>Reports and Records Provisions</i> );
<b>“Rectification Plan”</b>	means a plan to address the impact of, and prevent the reoccurrence of, a Notifiable Default;
<b>“Rectification Plan Failure”</b>	means: <ul style="list-style-type: none"> <li>(a) the Supplier failing to submit or resubmit a draft Rectification Plan to the Authority within the timescales specified in Clauses 31.4 (<i>Submission of the draft Rectification Plan</i>) or 31.8 (<i>Agreement of the Rectification Plan</i>);</li> <li>(b) the Authority, acting reasonably, rejecting a revised draft of the Rectification Plan submitted by the Supplier pursuant to Clause 31.8 (<i>Agreement of the Rectification Plan</i>);</li> <li>(c) the Supplier failing to rectify a material Default or a material failure to otherwise comply with the Authority Requirements within the later of: <ul style="list-style-type: none"> <li>(i) 30 Working Days of a notification made pursuant to Clause 31.2 (<i>Notification</i>); and</li> </ul> </li> </ul>

- (ii) where the Parties have agreed a Rectification Plan in respect of that material Default and the Supplier can demonstrate that it is implementing the Rectification Plan in good faith, the date specified in the Rectification Plan by which the Supplier must rectify the material Default (or where no such date is specified by the new Performance Management Meeting);
- (d) a Material KPI Failure re-occurring in respect of the same Key Performance Indicator for the same (or substantially the same) root cause in any of the 3 Measurement Periods subsequent to the Measurement Period in which the initial Material KPI Failure occurred;
- (e) following the successful implementation of a Rectification Plan, the same Notifiable Default recurring within a period of 6 months for the same (or substantially the same) root cause as that of the original Notifiable Default;

**“Rectification Plan Process”** means the process set out in Clauses 31.4 (*Submission of the draft Rectification Plan*) to 31.9 (*Agreement of the Rectification Plan*);

**“Registers”** has the meaning given in Schedule 25 (*Exit Management*);

**“Reimbursable Expenses”** has the meaning given in Schedule 15 (*Charges and Invoicing*);

**“Rejected Products”** shall have the meaning given in Clause 9.2 (*Inspection, Rejection, Returns and Recalls*);

**“Relevant Authority” or “Relevant Authorities”** means the Authority and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;

**“Relevant Index Report”** has the meaning given in Schedule 15 (*Charges and Invoicing*);

**“Relevant Requirements”** means all applicable Law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010;

**“Relevant Tax Authority”** means HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established;

**“Replacement Services”** means any services which are the same as or substantially similar to any of the Services (which for this purpose shall include the supply of the Products) and which the Authority receives in substitution for any of the Services following the expiry or termination or Partial

	Termination of this Agreement, whether those services are provided by the Authority internally and/or by any third party;
<b>“Replacement Supplier”</b>	means any third party provider of Replacement Services appointed by the Authority from time to time (or where the Authority is providing replacement services for its own account, the Authority);
<b>“Request For Information”</b>	means a Request for Information under the FOIA or the EIRs;
<b>“Requirement to Recall”</b>	shall have the meaning given in Clause 9.7 ( <i>Inspection, Rejection, Returns and Recall</i> );
<b>“Security Management Plan”</b>	has the meaning given to it in Schedule 5 ( <i>Security Management</i> );
<b>“Senior Business Owner”</b>	means the duly authorised senior representative of the Authority appointed from time to time;
<b>“Service Credit”</b>	has the meaning given to it in Schedule 3 ( <i>Performance Levels</i> );
<b>“Service Credit Cap”</b>	has the definition given to it in Clause 28.4.3;
<b>“Service Continuity Plan”</b>	means any plan prepared pursuant to Paragraph 2 of Schedule 26 ( <i>Service Continuity and Corporate Resolution Planning</i> ) as may be amended from time to time;
<b>“Service Period”</b>	a calendar month, save that: <ul style="list-style-type: none"> <li>(a) the first service period shall begin on the Supply Commencement Date and shall expire at the end of the calendar month in which the Supply Commencement Date falls; and</li> <li>(b) the final service period shall commence on the first day of the calendar month in which the Term expires or terminates and shall end on the expiry or termination of the Term;</li> </ul>
<b>“Service Points”</b>	means, in relation to a KPI Failure, the points that are set out against the relevant Key Performance Indicator in the fifth column of the table in Annex 1 of Schedule 3 ( <i>Performance Levels</i> );
<b>“Services”</b>	means any and all of the services to be provided by the Supplier under this Agreement, including those set out in Schedule 2 (Specification) and shall include the provision of any Deliverables;
<b>“Severe KPI Failure”</b>	shall have the meaning set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 ( <i>Performance Levels</i> );



<b>“Shelf Life”</b>	means the length of time that Products remains fit for consumption or use, which shall be measured from the point of Delivery to (where applicable) the expiry of the use-by date or best-before date printed on or supplied with the relevant Products;
<b>“Site”</b>	means an Authority Premises in respect of which a Site Representative may place an Order for Products and/or the Authority Premises where the relevant Products are delivered or due to be delivered, as set out in the Site Details in force from time to time during the Term, and <b>“Sites”</b> shall be construed accordingly;
<b>“Site Details”</b>	means the details set out in Appendix D of the Specification (as updated from time to time), indicating the name, address, operational capacity, status (whether a contracted prison or public sector prison), name of contracted prison operator (if relevant) and catering provider in relation to each Site;
<b>“Site Representative”</b>	means any representative of the Authority or of any Authorised User who is authorised to place Orders;
<b>“SME”</b>	means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the Commission Recommendation of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises;
<b>“Social Value”</b>	means the social, economic or environmental benefits set out in the Authority’s Requirements;
<b>“Specification”</b>	means the descriptions of the Products and Services set out in Schedule 2 ( <i>Specification</i> );
<b>“Specific Change in Law”</b>	means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply;
<b>“Standards”</b>	means the standards, policies and/or procedures identified in Schedule 5 ( <i>Standards</i> );
<b>“Step-In Notice”</b>	has the meaning given in Clause 34.1( <i>Step-In Rights</i> );
<b>“Step-In Trigger Event”</b>	<ul style="list-style-type: none"> <li>(a) any event falling within the definition of a Supplier Termination Event;</li> <li>(b) a Default by the Supplier that is materially preventing or materially delaying the supply of the Products or performance of the Services or any material part of the Products or Services;</li> <li>(c) the Authority considers that the circumstances constitute an emergency despite the Supplier not being in breach of its obligations under this Agreement;</li> </ul>

	<ul style="list-style-type: none"> <li>(d) the Authority being advised by a regulatory body that the exercise by the Authority of its rights under Clause 34 (<i>Step-In Rights</i>) is necessary;</li> <li>(e) the existence of a serious risk to the health or safety of persons, property or the environment in connection with the Services; and/or</li> <li>(f) a need by the Authority to take action to discharge a statutory duty;</li> </ul>
<b>“Step-Out Date”</b>	has the meaning given in Clause 34.5.2 ( <i>Step-In Rights</i> );
<b>“Step-Out Notice”</b>	has the meaning given in Clause 34.5 ( <i>Step-In Rights</i> );
<b>“Step-Out Plan”</b>	has the meaning given in Clause 34.6 ( <i>Step-In Rights</i> );
<b>“Strategic Supplier”</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> ;
<b>“Sub-contract”</b>	means any contract or agreement (or proposed contract or agreement) between the Supplier (or a Sub-contractor) and any third party whereby that third party agrees to provide to the Supplier (or the Sub-contractor) all or any part of the Products or Services or facilities or services or components which are material for the provision of the Products or Services or any part thereof, not including contracts with manufacturers for the supply of Products;
<b>“Sub-contractor”</b>	<p>means any third party with whom:</p> <ul style="list-style-type: none"> <li>(a) the Supplier enters into a Sub-contract; or</li> <li>(b) a third party under (a) above enters into a Sub-contract,</li> </ul> <p>or the servants or agents of that third party, but excluding manufacturers;</p>
<b>“Sub-processor”</b>	means any third party appointed to process Personal Data on behalf of the Supplier related to this Agreement;
<b>“Subsidiary Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Substitute Product”</b>	<p>means a product which:</p> <ul style="list-style-type: none"> <li>(a) is provided as a short-term replacement for a Product which is unavailable when ordered; and</li> <li>(b) falls within the same category of Product as the Product it is replacing (by reference to the Product Range) and is a 'like-for-like' comparison, such as an alternative brand of and comparable in nature to the same Product;</li> </ul>

<b>“Successor Body”</b>	has the meaning given in Clause 42.4 ( <i>Assignment and Novation</i> );
<b>“Supply Commencement Date”</b>	means the Planned Supply Commencement Date or such later date as the Authority may agree in writing;
<b>“Supplier Background IPRs”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) Intellectual Property Rights owned by the Supplier before the Effective Date, for example those subsisting in the Supplier’s standard development tools, program components or standard code used in computer programming or in physical or electronic media containing the Supplier’s Know-How or generic business methodologies; and/or</li> <li>(b) Intellectual Property Rights created by the Supplier independently of this Agreement,</li> </ul> <p>which in each case is or will be used before or during the Term for designing, testing implementing or providing the Services;</p>
<b>“Supplier Equipment”</b>	means the hardware, computer, design, manufacturing, packaging or delivery equipment used by the Supplier or its Sub-contractors (but not hired, leased or loaned from the Authority) for the provision and delivery of the Products and Services;
<b>“Supplier Product Specification”</b>	means the full and detailed documentary information relating to each Product made available for Order by the Supplier, which shall be, at a minimum, sufficient to enable the Supplier to populate the Catalogue in accordance with Paragraph 2.1 of Schedule 2 ( <i>Specification</i> );
<b>“Supplier Group”</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>“Supplier Personnel”</b>	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Sub-contractor engaged in the performance of the Supplier’s obligations under this Agreement;
<b>“Supplier Profit Margin”</b>	has the meaning given in Schedule 15 ( <i>Charges and Invoicing</i> );
<b>“Supplier Solution”</b>	means the Supplier’s solution for the provision of the Products and Services set out in Schedule 8 ( <i>Supplier Solution</i> ) including any Annexes of that Schedule;
<b>“Supplier System”</b>	the information and communications technology system used by the Supplier in implementing and performing the Services and delivering the Products including the Online Ordering System, the Supplier Equipment, configuration

and management utilities, calibration and testing tools and related cabling (but excluding the Authority System);

**“Supplier Tender”**

means the Supplier's tender response to the Authority's advertisement on the Find a Tender service as further described in the Introduction to this Agreement (which includes without limitation the Supplier Solution and the Financial Model);

**“Supplier Termination Event”**

means:

- (a) the Supplier's level of performance constituting a Critical Performance Failure;
- (b) the Supplier committing a material Default which is irremediable;
- (c) as a result of the Supplier's Default, the Authority incurring Losses in any Contract Year which exceed 80% of the value of the aggregate annual liability cap for that Contract Year as set out in Clause 28.4.3 (*Financial and other Limits*);
- (d) a Remediable Adviser Failure;
- (e) a Rectification Plan Failure;
- (f) where a right of termination is expressly reserved in this Agreement, including pursuant to:
  - (i) Clause 22 (*IPRs Indemnity*);
  - (ii) Clause 45 (*Prevention of Fraud and Bribery*); and/or
  - (iii) Paragraph 6 of Schedule 18 (*Financial Distress*);
  - (iv) Part B of Schedule 26 (*Service Continuity and Corporate Resolution Planning*);
- (g) the representation and warranty given by the Supplier pursuant to Clauses 3.2.8 or 3.2.9 (*Warranties*) being materially untrue or misleading;
- (h) the Supplier committing a material Default under Clause 15.10 (*Promoting Tax Compliance*) or failing to provide details of steps being taken and mitigating factors pursuant to Clause 15.10 (*Promoting Tax Compliance*) which in the reasonable opinion of the Authority are acceptable;
- (i) the Supplier committing a material Default under any of the following Clauses:
  - (i) Clause 26 (*Protection of Personal Data*);
  - (ii) Clause 25 (*Transparency and Freedom of Information*);
  - (iii) Clause 24 (*Confidentiality*); and

- (iv) Clause 41 (*Compliance*); and/or  
in respect of any security requirements set out in Schedule 2 (*Specification*), or otherwise notified to the Supply by the Authority; and/or
- (j) an Insolvency Event occurring in respect of the Supplier;
- (k) NOT USED;
- (l) a change of Control of the Supplier unless:
  - (i) the Authority has given its prior written consent to the particular Change of Control, which subsequently takes place as proposed; or
  - (ii) the Authority has not served its notice of objection within 6 months of the later of the date on which the Change of Control took place or the date on which the Authority was given notice of the Change of Control;
- (m) a change of Control of a Key Sub-contractor unless, within 6 months of being notified by the Authority that it objects to such change of Control, the Supplier terminates the relevant Key Sub-contract and replaces it with a comparable Key Sub-contract which is approved by the Authority pursuant to Clause 20.10 (*Appointment of Key Sub-contractors*);
- (n) the Authority has become aware that the Supplier should have been excluded under Regulation 57(1) or (2) of the Public Contracts Regulations 2015 from the procurement procedure leading to the award of this Agreement;
- (o) a failure by the Supplier to comply in the provision of the Products and/or Services with legal obligations in the fields of environmental, social or labour law; or
- (p) a suspension of orders in accordance with Clause 35 of this Agreement (*Replacement Products*) continues for a period of more than 3 months;

**“Supply Year”**

means each period of a year commencing from and including the Supply Commencement Date and thereafter from and including each anniversary of the Supply Commencement Date during the Term and, where applicable, being the period of less than a year from the last anniversary of the Supply Commencement Date in the Term to the end of the Term;

**“Target Performance Level”**

means the minimum level of performance for a Performance Indicator which is required by the Authority, as set out against the relevant Performance Indicator in the tables in Annex 1 of Schedule 3 (*Performance Levels*);

<b>“Technical Specification”</b>	means the technical specification for the Products, as set out in Appendix C of Schedule 2 ( <i>Specification</i> );
<b>“Term”</b>	means the period commencing on the Effective Date and ending on the expiry of the Initial Term or any Extension Period or on earlier termination of this Agreement;
<b>“Termination Assistance Notice”</b>	has the meaning given in Paragraph 6.1 of Schedule 25 ( <i>Exit Management</i> );
<b>“Termination Assistance Period”</b>	means, in relation to a Termination Assistance Notice, the period specified in the Termination Assistance Notice for which the Supplier is required to provide the Products and Services as such period may be extended pursuant to Paragraph 5.2 of Schedule 25 ( <i>Exit Management</i> );
<b>“Termination Date”</b>	means the date set out in a Termination Notice on which this Agreement (or a part of it as the case may be) is to terminate;
<b>“Termination Notice”</b>	means a written notice of termination given by one Party to the other, notifying the Party receiving the notice of the intention of the Party giving the notice to terminate this Agreement (or any part thereof) on a specified date and setting out the grounds for termination;
<b>“Test Plan”</b>	means the Supplier’s plan for the completion of all Testing (including Test scripts where required by the Authority);
<b>“Testing”</b>	means the test(s) to be carried out pursuant to the Implementation Plan to test whether a Deliverable satisfies its Acceptance Criteria and <b>“Test”</b> shall be construed accordingly;
<b>“Third Party Beneficiary”</b>	has the meaning given in Clause 49.1 ( <i>Third Party Rights</i> );
<b>“Third Party Provisions”</b>	has the meaning given in Clause 49.1 ( <i>Third Party Rights</i> );
<b>“Top Up Orders”</b>	means an Order which may be placed subsequent to a primary Order for contingency purposes, such as supplementing the primary Order with items which have been omitted from an Order, and which shall be administered by the Parties in accordance with Clauses 6.18 to 6.20 and Paragraph 3.5 of Schedule 2 ( <i>Specification</i> );
<b>“Transparency Information”</b>	has the meaning given in Clause 25.1 ( <i>Transparency and Freedom of Information</i> );
<b>“Transport Managers and Delivery Drivers Handbook”</b>	means the handbook setting out requirements applicable to any Supplier Personnel making deliveries to Sites and managing or co-ordinating transportation of deliveries, as set out in Appendix H of Schedule 2 ( <i>Specification</i> ), as

	updated by the Authority and provided to the Supplier from time to time;
<b>“UK”</b>	means the United Kingdom;
<b>“UK GDPR”</b>	has the meaning given to it in section 3(10) of the DPA, as supplemented by section 205(4) of the DPA;
<b>“UK Public Sector Business”</b>	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations;
<b>“UK Public Sector / CNI Contract Information”</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 11 to 13 and Annex 2 of Part B of Schedule 26 ( <i>Service Continuity and Corporate Resolution Planning</i> );
<b>“Unacceptable KPI Failure”</b>	means the Supplier failing to achieve the KPI Performance Threshold in respect of more than 50% of the Key Performance Indicators that are measured in that Service Period;
<b>“Unconnected Sub-contract”</b>	means any contract or agreement which is not a Sub-contract and is between the Supplier and a third party (which is not an Affiliate of the Supplier) and is a qualifying contract under regulation 6 of The Reporting on Payment Practices and Performance Regulations 2017;
<b>“Unconnected Sub-contractor”</b>	means any third party with whom the Supplier enters into an Unconnected Sub-contract;
<b>“Unit Price”</b>	means the price of each Product calculated per Product Case, comprising the Commodity Cost and Movement Rate Cost as defined in Schedule 15 (Charges and Invoicing), which as at the Effective Date shall be set out in Annex 1 of Schedule 15 (Charges and Invoicing);
<b>“Valid”</b>	means, in respect of an Assurance, has the meaning given to it in Paragraph 2.7 of Part B to Schedule 26 ( <i>Service Continuity and Corporate Resolution Planning</i> );
<b>“Value for Money”</b>	has the meaning given to it by the National Audit Office at the following link <a href="https://nao.org.uk">Assessing value for money- (nao.org.uk)</a> (as updated or amended from time to time) namely: <ul style="list-style-type: none"> <li>• Economy – minimising the cost of resources used or required (inputs) i.e. spending less;</li> <li>• Efficiency – the relationship between the output from products or services and the resources to</li> </ul>

produce them must be efficient i.e. spending well; and

- Effectiveness – the relationship between the intended and actual results of public spending (outcomes) must be effective i.e. spending wisely; as well as

Equity – the extent to which services are available to and reach all people that they are intended to i.e. spending fairly.

**“VAT”**

means value added tax as provided for in the Value Added Tax Act 1994;

**“VCSE”**

means a non-governmental organisation that is value-driven, and which principally reinvests its surpluses to further social, environmental or cultural objectives;

**“Very Severe KPI Failure”**

shall have the meaning set out against the relevant Key Performance Indicator in Table 1 of Part A of Annex 1 of Schedule 3 (*Performance Levels*);

**“Working Day”**

means any day other than a Saturday, Sunday or public holiday in England and Wales.