

# Order Schedule 24 (Special Terms)

The following Special Terms are incorporated into this Order Contract:

## 1. ADDITIONAL AND AMENDED DEFINITIONS

- 1.1 The following words shall have the following meanings for the purposes of this Order Contract and they shall supplement Joint Schedule 1 (Definitions):

"Buyer Security Standards"	the security standards as set out in Order Schedule 26 (Buyer Security Standards);
" Grant Funding Agreement"	the agreement entered into by the Parties on or about the date of this Contract under which the monies in the Support for Families with Disabled Children (SFDC) Fund is made available to the Supplier in accordance with its terms.
"Employee Liabilities"	has the meaning given to it in the definition of "Employee Liability" within Order Schedule 2 (Staff Transfer);
"Former Supplier"	has the meaning given to it in Order Schedule 2 (Staff Transfer);
"Relevant Transfer Date"	has the meaning given to it in Order Schedule 2 (Staff Transfer);
"Service Start Date"	the date on which delivery of the Services starts following the Implementation Period, being [1 October 2023] unless agreed otherwise.
"Transferring Former Supplier Employees"	has the meaning given to it in Order Schedule 2 (Staff Transfer).

- 1.2 The following definitions in Joint Schedule 1 (Definitions) shall be amended to read as follows:

"Delay Payments"	the amounts (if any) payable by the Supplier to the Buyer in respect of a delay in respect of a Milestone as specified in the Implementation Plan;
"Milestone"	an event or task described in the Implementation Plan;
"Milestone Date"	the target date set out against the relevant Milestone in the Implementation Plan by which the Milestone must be Achieved;

## 2. INSURANCE

- 2.1 The Parties agree to amend the Annex to Joint Schedule 3 (Insurance Requirements) as follows:

- 2.1.1 Paragraph 1.1 shall be amended to read as follows:

*"professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000);"*

- 2.1.2 Paragraph 1.2 shall be amended to read as follows:

*"public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than two million pounds (£2,000,000); and"*

## 3. TUPE PROVISIONS

- 3.1 Without prejudice to Paragraph 3.1 of Part B of Order Schedule 2, and subject to Paragraph 3.2 of Part B of Order Schedule 2, the Supplier shall indemnify the Buyer, and the Former Supplier against any Employee Liabilities in respect of any Transferring Former Supplier Employee or any appropriate employee representative (as defined in the Employment Regulations) of any

Transferring Former Supplier Employee arising from or as a result of:

- 3.1.1 all emoluments and outgoings in relation to the Transferring Former Supplier Employees (including without limitation all wages, bonuses, PAYE, national insurance contributions, pension contribution and otherwise) payable on or after the Relevant Transfer Date;
- 3.1.2 any claim arising out of the provision of, or proposal by the Supplier to make any change to any benefit, term or condition or working condition of any Transferring Former Supplier Employee in respect of the period on or after the Relevant Transfer Date;
- 3.1.3 any failure by the Supplier to comply with the obligations imposed on a transferee by Regulation 13(4) of the Employment Regulations in respect of the transfer of any Transferring Former Supplier Employees on or after the Relevant Transfer Date except to the extent such failure is caused by or related to an act or omission of the Former Supplier; and/or
- 3.1.4 any statement communicated to or action done by the Supplier, to or in respect of, any Transferring Former Supplier Employee during any period, whether before, on or after the Relevant Transfer Date, which has not been agreed in advance with the Former Supplier in writing.

#### **4. DEPARTMENT SECURITY STANDARDS**

- 4.1 The Supplier shall comply with the Department Security Standards as set out in Order Schedule 26 (Buyer's Security Standards) in respect of the Services.

#### **5. DEPARTMENT BUYER SPECIFIC TERMS**

- 5.1 The Supplier shall comply with the Department Security Standards as set out in Order Schedule 22 (Buyer's Security Standards) in respect of the Services.

#### **6. TERMINATION OF THE GRANT FUNDING AGREEMENT**

- 6.1 The Parties agree to amend Clause 10.4.1 of the Core Terms such that the following termination event is added to the list of events in that Clause:
  - *The Supplier is in material breach of the Grant Funding Agreement and/or the Grant Funding Agreement terminates for any reason whatsoever.*