

Contract for Services

Between

(1) The Secretary of State for Justice

And

(2) Chefs Jobs UK Limited

CONTENTS

A	GENERAL	4
A1	DEFINITIONS AND INTERPRETATION.....	4
A2	AUTHORITY OBLIGATIONS.....	18
A3	SUPPLIER'S STATUS.....	18
A4	MISTAKES IN INFORMATION.....	18
A5	TERM	18
B	THE SERVICES	18
B1	BASIS OF THE CONTRACT	18
B2	DELIVERY OF THE SERVICES.....	18
B3	EQUIPMENT	20
B4	KEY PERSONNEL	21
B5	STAFF	21
B6	DUE DILIGENCE	22
B7	LICENCE TO OCCUPY	22
B8	PROPERTY	22
B9	OFFERS OF EMPLOYMENT	23
B10	EMPLOYMENT	23
C	PAYMENT	25
C1	PAYMENT AND VAT.....	25
C2	RECOVERY OF SUMS DUE	26
C3	PRICE DURING EXTENSION.....	27
D	PROTECTION OF INFORMATION	27
D1	AUTHORITY DATA.....	27
D2	DATA PROTECTION AND PRIVACY	28
D3	OFFICIAL SECRETS ACTS AND FINANCE ACT	32
D4	CONFIDENTIAL INFORMATION.....	32
D5	FREEDOM OF INFORMATION.....	35
D6	PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES	35
E	INTELLECTUAL PROPERTY.....	35
E1	INTELLECTUAL PROPERTY RIGHTS	35
F	CONTROL OF THE CONTRACT	38
F1	CONTRACT PERFORMANCE	38
F2	REMEDIES	39
F3	TRANSFER AND SUB-CONTRACTING.....	40
F4	CHANGE	43
F5	AUDIT.....	43
G	LIABILITIES	45
G1	LIABILITY, INDEMNITY AND INSURANCE	45
G2	WARRANTIES AND REPRESENTATIONS	47
G3	TAX COMPLIANCE	48
H	DEFAULT, DISRUPTION AND TERMINATION.....	49
H1	INSOLVENCY AND CHANGE OF CONTROL	49
H2	DEFAULT	51
H3	TERMINATION ON NOTICE	52
H4	OTHER GROUNDS	52
H5	CONSEQUENCES OF EXPIRY OR TERMINATION.....	52
H6	DISRUPTION	53
H7	RECOVERY	53
H8	RETENDERING AND HANDOVER.....	54
H9	EXIT MANAGEMENT	54

H10	KNOWLEDGE RETENTION	55
I	GENERAL	55
I1	DISPUTE RESOLUTION.....	55
I2	FORCE MAJEURE	57
I3	NOTICES AND COMMUNICATIONS	58
I4	CONFLICTS OF INTEREST.....	59
I5	RIGHTS OF THIRD PARTIES.....	59
I6	REMEDIES CUMULATIVE	60
I7	WAIVER.....	60
I8	SEVERABILITY	60
I9	ENTIRE AGREEMENT	60
I10	CHANGE IN LAW.....	60
I11	COUNTERPARTS	61
I12	GOVERNING LAW AND JURISDICTION.....	61
	EXECUTION.....	82

SCHEDULES

SCHEDULE 1 SPECIFICATION	62
SCHEDULE 2 PRICES AND INVOICING.....	68
SCHEDULE 3 CHANGE CONTROL	69
SCHEDULE 4 COMMERCIALLY SENSITIVE INFORMATION	71
SCHEDULE 5 STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY	73
SCHEDULE 6 DATA PROCESSING.....	80

Appendices

APPENDIX 1 CHEFS SERVICE REQUIREMENTS.....	85
APPENDIX 2 CLEANING SHEET.....	86

the

PARTIES:

- (1) THE SECRETARY OF STATE FOR JUSTICE of 102 Petty France, London, SW1H 9AJ acting as part of the Crown (the “**Authority**”);

AND

- (2) Chefs Jobs UK Limited with registered company number 10865790 whose registered office is One Cathedral Square, Cathedral Quarter, Blackburn, England, BB1 1FB (the “**Supplier**”)

(Each a “**Party**” and together the “**Parties**”).

WHEREAS

- A. Following an internal review process, the Authority wishes to appoint the Supplier to provide catering services within Judges Lodgings in England and Wales and the Supplier agrees to provide those services in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED:

A GENERAL

A1 Definitions and Interpretation

Unless the context otherwise requires the following terms shall have the meanings given to them below:

“**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.

“**Anti-Malicious Software**” means software which scans for and identifies possible Malicious Software in the ICT Environment.

“**Approve**”, “**Approval**” and “**Approved**” means the prior written consent of the Authority.

“**Assessment Tool**” means the modern slavery risk identification and management tool which can be found at: <https://supplierregistration.cabinetoffice.gov.uk/msat>

“**Associated Person**” means as it is defined in section 44(4) of the Criminal Finances Act 2017.

“**Authorised Representative**” means the Authority representative named in a CCN who is authorised to approve Changes.

“**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; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Contract; or

(b) any Personal Data for which the Authority is the Controller.

“Authority Premises” means any premises owned, occupied or controlled by the Authority or any other Crown Body which are made available for use by the Supplier or its Sub-Contractors for provision of the Services.

“Authority Software” means software which is owned by or licensed to the Authority (other than under or pursuant to the Contract) and which is or will be used by the Supplier for the purposes of providing the Services.

“Authority System” means 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 the Contract which is owned by or licensed to the Authority by a third party and which interfaces with the Supplier System or which is necessary for the Authority to receive the Services.

“Authority Technical Security Guidance” means the technical security guidance published by the Authority at:

<https://security-guidance.service.justice.gov.uk/#cyber-and-technical-security-guidance>

“Basware” means Basware eMarketplace, the procurement software used by the Authority for its financial transactions.

“BPSS” means the Government’s Baseline Personnel Security Standard for Government employees.

“Breach of Security” means an event which results in or could result in:

- (a) any unauthorised access to or use of the Authority Data, the Services and/or the Information Management System; and/or
- (b) the loss, corruption and/or unauthorised disclosure of any information or data (including Confidential Information and Authority Data), including any copies of such information or data, used by the Authority and/or the Supplier in connection with the Contract.

“BS 8555” means the standard published to help organisations improve their environmental performance by the British Standards Institution.

“CCN” means a contract change notice in the form set out in Schedule 3 .

“Certification Requirements” means the requirements set out in paragraph **Error! Reference source not found.** of **Error! Reference source not found.**

“Change” means a change in any of the terms or conditions of the Contract.

“Change in Law” means any change in Law which affects the performance of the Services which comes into force after the Commencement Date.

“CHECK Supplier” means an organisation which has been certified by the NCSC, holds “Green Light” status and is authorised to provide the IT Health Check services required by paragraph **Error! Reference source not found.** of **Error! Reference source not found.**.

“Commencement Date” means the date specified in clause A5.1.

“Commercially Sensitive Information” means the information listed in Schedule 4 comprising the information of a commercially sensitive nature relating to:

- (a) the Price; and/or
- (b) the Supplier’s business and investment plans

which the Supplier has informed the Authority would cause the Supplier significant commercial disadvantage or material financial loss if it was disclosed.

“Comparable Supply” means the supply of services to another customer of the Supplier which are the same or similar to any of the Services.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all Personal Data. Confidential Information shall not include information which:

- (a) was public knowledge at the time of disclosure otherwise than by breach of clause D4;
- (b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (c) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (d) is independently developed without access to the Confidential Information.

“Contract” means these terms and conditions, the attached Schedules and any other provisions the Parties expressly agree are included.

“Contracting Authority” means any contracting authority (other than the Authority) as defined in regulation 2 of the Regulations.

“Contracts Finder” means the Government’s portal for public sector procurement opportunities.

“Control” means that a person possesses, directly or indirectly, 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”** are interpreted accordingly.

“Controller” means as it is defined in the UK GDPR.

“Copyright” means as it is defined in s.1 of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“CREST Supplier” means an organisation with a SOC Accreditation from CREST International.

“Crown” means the government of the UK (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, Government ministers, Government departments, Government offices and Government agencies and **“Crown Body”** is an emanation of the foregoing.

“Cyber Essentials” means the Cyber Essentials certificate issued under the Cyber Essentials Scheme.

“Cyber Essentials Plus” means the Cyber Essentials Plus certificate issued under the Cyber Essentials Scheme.

“Cyber Essentials Scheme” means the Cyber Essentials scheme operated by the NCSC.

“Data Loss Event” means any event which results, or may result, in unauthorised access to Personal Data held by the Supplier under the Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of the Contract, including any Personal Data breach.

“DPIA” means a data protection impact assessment by the Controller carried out in accordance with s.3 of the UK GDPR and s.64 and s.65 of the DPA.

“Data Protection Law” means:

- (a) all applicable UK Law relating to the processing of Personal Data and privacy; including the UK GDPR and the DPA to the extent it relates to Processing of Personal Data and privacy; and
- (b) (To the extent that it applies) the EU GDPR.

“Data Protection Officer” means as it is defined in the UK GDPR.

“Data Subject” means as it is defined in the UK GDPR.

“Data Subject Request” means a request made by or on behalf of a Data Subject in accordance with rights granted pursuant to Data Protection Law to access their Personal Data.

“Database Rights” means as rights in databases are defined in s.3A of Part 1 Chapter 1 of the Copyright, Designs and Patents Act 1988.

“Default” means any breach of the obligations or warranties of the relevant Party (including abandonment of the Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement of the relevant Party or the Staff in connection with the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DOTAS” means the Disclosure of Tax Avoidance Schemes rules which require a promotor 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 and as extended to NICs by the National Insurance (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.

“DPA” means the Data Protection Act 2018.

“EEA” means the European Economic Area.

“EIR” means the Environmental Information Regulations 2004 (SI 2004/3391) and any guidance and/or codes of practice issued by the ICO or relevant Government department in relation to such regulations.

“Employees” means those persons agreed by the Parties to be employed by the Supplier (and/or any Sub-Contractor) wholly or mainly in the supply of the Services immediately before the end of the Term.

“End Date” means the date specified in clause A5.1.

“Equipment” means the Supplier’s equipment, consumables, plant, materials and such other items supplied and used by the Supplier in the delivery of the Services.

“EU” means the European Union.

“EU GDPR” means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of Personal Data and on the free movement of Personal Data (General Data Protection Regulation) as it has effect in EU law.

“Exit Day” means as it is defined in the Withdrawal Act.

“Extension” means as it is defined in clause **Error! Reference source not found..**

“Financial Year” means the period from 1st April each year to the 31st March the following year.

“FOIA” 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 ICO in relation to such legislation.

“Force Majeure Event” means any event outside the reasonable control of either Party affecting its performance of its obligations under the Contract 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 acts of God, riots, war or armed conflict, acts of terrorism, acts of Government, local government or regulatory bodies, for flood, storm or earthquake, or disaster but excluding any industrial dispute relating to the Supplier or the Staff or any other failure in the Supplier’s supply chain caused by the Covid 19 pandemic or the UK’s exit from the EU.

“General Anti-Abuse Rule” means:

- (c) the legislation in Part 5 of the Finance Act 2013; and
- (d) any future legislation introduced into parliament to counteract tax advantages arising from abusive arrangements to avoid NICs.

“General Change in Law” 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.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Government” means the government of the UK.

“Government Buying Standards” means the standards published here:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

“Greening Government Commitments” means the Government’s policy to reduce its effects on the environment, the details of which are published here:

<https://www.gov.uk/government/collections/greening-government-commitments>

“Halifax Abuse Principle” means the principle explained in the CJEU Case C-255/02 Halifax and others.

“Higher Risk Sub-contractor” means a Sub-Contractor which processes Authority Data where that data includes:

- (a) the Personal Data of 1000 or more individuals in aggregate during the Term; or
- (b) any part of that data includes any of the following:
 - i) financial information relating to any person;
 - ii) any information relating to actual or alleged criminal offences;
 - iii) any information relating to vulnerable people;
 - iv) any information relating to social care;
 - v) any information relating to a person’s employment;
 - vi) Special Category Personal Data;
- (c) the Authority, at its discretion designates a Sub-Contractor as a Higher Risk Sub-contractor in any procurement document related to the Contract; or
- (d) the Authority considers, at its discretion, that any actual or potential Processing carried out by the Sub-Contractor is high risk.

“HMRC” means HM Revenue & Customs.

“ICO” means the Information Commissioner’s Office.

“ICT Environment” means the Authority System and the Supplier System.

“Incident Management Process” means the process which the Supplier shall implement immediately after it becomes aware of a Breach of Security which is intended to restore normal operations as quickly as possible, minimising any adverse effect on the Authority Data, the Authority, the Services and/or users of the Services and which shall be prepared by

the Supplier in accordance with paragraph **Error! Reference source not found.** of **Error! Reference source not found.** using the template set out in annex 3 of **Error! Reference source not found.**

“Information” has the meaning given under section 84 of the FOIA.

“Information Assets” means definable pieces of information stored in any manner which are determined by the Authority to be valuable and relevant to the Services.

“Information Assurance Assessment” means the set of policies, procedures, systems and processes which the Supplier shall implement, maintain and update in accordance with paragraph **Error! Reference source not found.** of **Error! Reference source not found.** in order to manage, mitigate and, where possible, avoid information security risks including cyber-attacks, hacks, data leaks, Personal Data Breaches and/or theft and which shall be prepared by the Supplier using the template set out in Annex 3 of **Error! Reference source not found.**

“Information Management System” means:

- (a) those parts of the Supplier System, and those of the Premises, which the Supplier or its Sub-contractors use to provide the parts of the Service which require Processing Authority Data; and
- (b) the associated information assets and systems (including organisational structure, controls, policies, practices, procedures, processes and resources).

“Information Security Approval Statement” means a notice issued by the Authority which sets out the information risks which the Supplier has identified as being associated with using the Information Management System and confirms that:

- (a) the Authority is satisfied that the identified risks have been adequately and appropriately addressed;
- (b) the Authority has accepted the residual risks; and
- (c) the Supplier may use the Information Management System to process Authority Data.

“Initial Term” means the period from the Commencement Date to the End Date.

“Intellectual Property Rights” means:

- (a) patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), Database Rights, domain names, semi-conductor topography rights, rights in Internet domain names, Know-How, trade or business names, moral rights, the right to sue for passing off, trade secrets and other rights in Confidential Information, in each whether registrable or not in any country;
- (b) applications for registration, and the right to apply for registration, for any of the rights listed in (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.

“ISO” means the International Organisation for Standardisation.

“ISO/IEC 14001” means the family of standards related to environmental management published by the ISO.

“ISO/IEC 27001” means the family of standards related to information security management published by the ISO.

“ISO/IEC 27002” means the family of standards related to information security, cyber security and privacy protection published by the ISO.

“ITEPA” means the Income Tax (Earnings and Pensions) Act 2003.

“IT Health Check” means as it is defined in paragraph **Error! Reference source not found.** of **Error! Reference source not found.**

“Joint Controllers” means as it is defined in Article 26 of the UK GDPR.

“Key Personnel” mean the people named in the Specification as key personnel, if any.

“Know-How” means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods).

“Law” means any law, statute, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply.

“Law Enforcement Purposes” means as it is defined in the DPA.

“LED” means the Law Enforcement Directive (Directive (EU) 2016/680).

“Losses” means losses, liabilities, damages, costs, fines 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.

“Malicious Software” means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

“Material Breach” means a breach (including an anticipatory breach):

- (a) which has a material effect on the benefit which the Authority would otherwise derive from a substantial or material portion of the Contract; or
- (b) of any of the obligations set out in clauses D1, D2, D3, D4, G3, I4 or paragraph 9 of Schedule 5 .

“Medium Risk Sub-contractor” means a Sub-Contractor which processes Authority Data where that data:

(a) includes the Personal Data of between 100 and 999 individuals (inclusive) in aggregate during the Term; and

(b) does not include Special Category Personal Data.

"Modern Slavery Helpline" means the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available by telephone on 08000 121 700 or online at:

<https://www.modernslaveryhelpline.org/report>

"Month" means calendar month.

"MSA" means the Modern Slavery Act 2015.

"NCSC" means the National Cyber Security Centre.

"NICs" means National Insurance Contributions.

"Occasion of Tax Non-Compliance" means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 which 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 the 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 Commencement Date or to a civil penalty for fraud or evasion.

"Open Book Data" means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify:

- (a) the Price already paid or payable and the Price forecast to be paid during the remainder of the Term;
- (b) the Supplier's costs and manpower resources broken down against each element of the Services;
- (c) the cost to the Supplier of engaging the Staff, including base salary, tax and pension contributions and other contractual employment benefits; and
- (d) operational costs which are not included within the above, to the extent that such costs are necessary and properly incurred by the Supplier in the delivery of the Services;
- (e) all interest, expenses and any other third party financing costs incurred in relation to the provision of the Services; and
- (f) the profit achieved over the Term and annually

"Personal Data" means as it is defined in the UK GDPR.

"Personal Data Breach" means as it is defined in the UK GDPR.

"Premises" means the location where the Services are to be supplied set out in the Specification.

"Price" means the price (excluding any applicable VAT) payable to the Supplier by the Authority under the Contract, as set out in Schedule 2 for the full and proper performance by the Supplier of its obligations under the Contract.

"Processing" means as it is defined in Article 4 of the UK GDPR and **"Process"** is construed accordingly.

"Processor" means as it is defined in the UK GDPR.

"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 the Contract;
- (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 (including offences by the Supplier under Part 3 of the Criminal Finances Act 2017); or

- iii) the defrauding, attempting to defraud or conspiring to defraud the Authority;
- (d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct has been carried out in the UK.

"Property" means the property, other than real property, made available to the Supplier by the Authority in connection with the Contract.

"Protective Measures" means appropriate technical and organisational measures designed to ensure compliance with obligations of the Parties arising under Data Protection Law and the Contract 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 measures adopted.

<https://www.gov.uk/government/publications/security-vetting-psi-072014-pi-032014>

"Purchase Order" the Authority's order for the supply of the Services.

"Quality Standards" means the quality standards published by BSI British Standards, the National Standards Body of the UK, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in Schedule 1 .

"Regulations" means the Public Contracts Regulations 2015 (SI 2015/102).

"Regulator Correspondence" means any correspondence from the ICO or any successor body in relation to the processing of Personal Data under the Contract.

"Regulatory Body" means a Government department and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Authority.

"Relevant Conviction" means a conviction that is relevant to the nature of the Services or as listed by the Authority and/or relevant to the work of the Authority.

"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.

"Remediation Plan" means as it is defined in paragraph 7.3(c)(i) of **Error! Reference source not found.**

"Replacement Supplier" means any third-party supplier appointed by the Authority to supply any services which are substantially similar to any of the Services in substitution for any of the Services following the expiry, termination or partial termination of the Contract.

“Request for Information” means a request for information under the FOIA or the EIR.

“Required Changes Register” means the register within the Security Management Plan which is to be maintained and updated by the Supplier and which shall record each of the changes that the Supplier shall make to the Information Management System and/or the Security Management Plan as a consequence of the occurrence of any of the events set out in paragraph 5.2 of **Error! Reference source not found.** together with the date by which such change shall be implemented and the date on which such change was implemented.

“Results” means any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is:

- a) prepared by or for the Supplier for use in relation to the performance of its obligations under the Contract; and/or
- b) the result of any work done by the Supplier or any Staff in relation to the provision of the Services.

“Risk Register” means the risk register within the Information Assurance Assessment which is to be prepared and submitted for Approval in accordance with paragraph 4 of **Error! Reference source not found.**

“Security Incident” means the access to the ICT Environment by an unauthorised person for any reason or the unauthorised alteration of the functionality of the ICT Environment.

“Security Management Plan” means the plan prepared by the Supplier using the template in Annex 3 of **Error! Reference source not found.**, comprising:

- (a) the Information Assurance Assessment;
- (b) the Required Changes Register; and
- (c) the Incident Management Process.

“Security Policy Framework” means the Government’s security policy framework (available from the Cabinet Office’s Government Security Secretariat) as updated from time to time.

“Services” means the services set out in Schedule 1 (including any modified or alternative services).

“Service Requirements” means the requirements set out in Appendix 1.

“SME” means an enterprise falling within the category of micro, small and medium-sized enterprises defined by the European Commission’s Recommendation of 6 May 2003 available at:

<http://eur-lex.europa.eu/LexUriServ/LexUriServ.do?uri=OJ:L:2003:124:0036:0041:en:PDF>

“Special Category Personal Data” means the categories of Personal Data set out in article 9(1) of the UK GDPR.

“Specific Change in Law” means a Change in Law that relates specifically to the business of the Authority and which would not affect a Comparable Supply.

“Specification” means the description of the Services to be supplied under the Contract as set out in Schedule 1 including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

“SSCBA” means the Social Security Contributions and Benefits Act 1992.

“Staff” means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any of its Sub-Contractors engaged in the performance of the Supplier’s obligations under the Contract.

“Sub-Contract” means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of the Contract and **“Sub-Contractor”** shall be construed accordingly.

“Sub-processor” means any third party appointed to process Personal Data on behalf of the Supplier related to the Contract.

“Supplier Software” means software which is proprietary to the Supplier, including software which is or will be used by the Supplier for the purposes of providing the Services and which is set out in **Error! Reference source not found..**

“Supplier System” means the information and communications technology system used by the Supplier in performing the Services including the Software, the Equipment and related cabling (but excluding the Authority System).

“Tender” means the Supplier’s tender submitted in response to the Authority’s invitation to suppliers for offers to supply the Services.

“Term” means the period from the Commencement Date to:

(a) the End Date; or

(b) following an Extension, the end date of the Extension

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

“Third Party IP Claim” has the meaning given to it in clause E1.5.

“Third Party Software” means software which is proprietary to any third party which is or will be used by the Supplier to provide the Services including the software and which is specified as such in **Error! Reference source not found..**

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

“TUPE Information” means the information set out in clause B10.1.

“UK” means United Kingdom.

“UK GDPR” means the UK General Data Protection Regulation.

“Valid Invoice” means an invoice containing the information set out in clause **Error! Reference source not found.** or **Error! Reference source not found..**

“VAT” means value added tax charged or regulated in accordance with 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.

“Welsh Language Scheme” means the Authority’s Welsh language scheme as amended from time to time and available at:

<http://www.justice.gov.uk/publications/corporate-reports/moj/2010/welsh-language-scheme>

“Withdrawal Act” means the European Union (Withdrawal) Act 2018.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

In the Contract, unless the context implies otherwise:

- I. the singular includes the plural and vice versa unless the context requires otherwise;
- II. words importing the masculine include the feminine and the neuter;
- III. reference to a clause is a reference to the whole of that clause unless stated otherwise;
- IV. references to a person include natural persons, a company, body corporate, corporation, unincorporated association, firm, partnership or other legal entity or central Government body;
- V. the words “other”, “in particular”, “for example”, “including” and similar words shall not limit the generality of the preceding words and shall be construed as if they were immediately followed by the words “without limitation”;
- VI. headings are included for ease of reference only and shall not affect the interpretation or construction of the Contract;
- VII. the annexes and Schedules form an integral part of the Contract and have effect as if set out in full in the body of the Contract. A reference to the Contract includes the annexes and Schedules;
- VIII. a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
- IX. references to the Contract are references to the Contract as amended from time to time; and
- X. any reference in the Contract which immediately before Exit Day was a reference to (as it has effect from time to time):
 - (i) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (**“EU References”**) which is to form part of domestic law by application of section 3 of the Withdrawal Act shall

be read as a reference to the EU References as they form part of domestic law by virtue of section 3 of the Withdrawal Act as modified by domestic law from time to time; and

- (ii) any EU institution or EU authority or other such EU body shall be read as a reference to the UK institution, authority or body to which its functions were transferred.

A2 Authority Obligations

Save as otherwise expressly provided, the Authority's obligations under the Contract are the Authority's obligations in its capacity as a contracting counterparty and nothing in the Contract operates as an obligation upon, or in any other way fetters or constrains, the Authority in any other capacity.

A3 Supplier's Status

- (a) The Supplier is an independent contractor and nothing in the Contract creates a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party is authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Contract.
- (b) The Supplier shall not (and shall ensure that any other person engaged in relation to the Contract shall not) say or do anything that might lead another person to believe that the Supplier is acting as the agent or employee of the Authority.

A4 Mistakes in Information

- (a) The Supplier is responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Supplier in connection with the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A5 Term

A5.1 The Contract shall start on the date it is executed (the "**Commencement Date**") and shall expire three (3) years from the Commencement Date (the "**End Date**") unless it is terminated early or extended in accordance with the Contract.

A5.2 Not Used

B THE SERVICES

B1 Basis of the Contract

- (a) In consideration of the Supplier's performance of its obligations under the Contract the Authority shall pay the Supplier the Price in accordance with clause C1.
- (b) The terms and conditions in the Contract apply to the exclusion of any other terms and conditions the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

B2 Delivery of the Services

- B2.1 The Supplier shall at all times comply with the Quality Standards and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of the Service has not been specified in the Contract, the Supplier shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and, in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- B2.2 The Supplier acknowledges that the Authority relies on the skill and judgment of the Supplier in the supply of the Services and the performance of the Supplier's obligations under the Contract.
- B2.3 The Supplier shall:
- (a) ensure that all Staff supplying the Services do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services;
 - (b) ensure that all Staff are properly managed and supervised; and
 - (c) comply with the standards and requirements set out in Schedule 5 .
- B2.4 If the Specification includes installation of equipment the Supplier shall notify the Authority in writing when it has completed installation. Following receipt of such notice, the Authority shall inspect the installation and shall, by giving notice to the Supplier:
- (a) accept the installation; or
 - (b) reject the installation and inform the Supplier why, in the Authority's reasonable opinion, the installation does not satisfy the Specification.
- B2.5 If the Authority rejects the installation pursuant to clause B2.4(b), the Supplier shall immediately rectify or remedy any defects and if, in the Authority's reasonable opinion, the installation does not, within 2 Working Days or such other period agreed by the Parties, comply with the Specification, the Authority may terminate the Contract with immediate effect.
- B2.6 The installation is complete when the Supplier receives a notice issued by the Authority in accordance with clause B2.4(a). Notwithstanding acceptance of any installation in accordance with clause B2.4(a), the Supplier is solely responsible for ensuring that the Services and the installation conform to the Specification. No rights of estoppel or waiver shall arise as a result of the acceptance by the Authority of the installation.
- B2.7 During the Term, the Supplier shall:
- (a) at all times have all licences, approvals and consents necessary to enable the Supplier and Staff to carry out the installation;
 - (b) provide all tools and equipment (or procure the provision of all tools and equipment) necessary for completion of the installation; and

- (c) not, in delivering the Services, in any manner endanger the safety or convenience of the public.
- B2.8 The Authority may inspect the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice. The Supplier shall provide at its own cost all such facilities as the Authority may reasonably require for such inspection. In this clause B2, Services include planning or preliminary work in connection with the supply of the Services.
- B2.9 If reasonably requested to do so by the Authority, the Supplier shall co-ordinate its activities in supplying the Services with those of the Authority and other contractors engaged by the Authority.
- B2.10 ***Timely supply of the Services is of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date. If the Supplier fails to supply the Services within the time promised or specified in the Specification, the Authority is released from any obligation to pay for the Services and may terminate the Contract, in either case without prejudice to any other rights and remedies of the Authority.***
- B2.11 If the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Services do not meet the requirements of the Contract or differs in any way from those requirements, and this is not as a result of a default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority.

B3 Equipment

- B3.1 The Supplier shall provide all the Equipment and resource necessary for the supply of the Services.
- B3.2 The Supplier shall not deliver any Equipment to, or begin any work on, the Premises without Approval.
- B3.3 All Equipment brought onto the Premises is at the Supplier's own risk and the Authority has no liability for any loss of or damage to any Equipment unless the Supplier demonstrates that such loss or damage was caused or contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost.
- B3.4 Equipment brought onto the Premises remains the property of the Supplier.
- B3.5 If the Authority reimburses the cost of any Equipment to the Supplier the Equipment shall become the property of the Authority and shall on request be delivered to the Authority as directed by the Authority. The Supplier shall keep a full and accurate inventory of such Equipment and deliver that inventory to the Authority on request and on completion of the Services.
- B3.6 The Supplier shall maintain all Equipment in a safe, serviceable and clean condition.
- B3.7 The Supplier shall, at the Authority's written request, at its own cost and as soon as reasonably practicable:

- (a) remove immediately from the Premises Equipment which is, in the Authority's opinion, hazardous, noxious or not supplied in accordance with the Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

B3.8 Within 20 Working Days of the end of the Term, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier shall make good any damage to those Premises and any fixtures and fitting in the Premises which is caused by the Supplier or Staff.

B4 Key Personnel

- B4.1 The Supplier acknowledges that Key Personnel are essential to the proper provision of the Services.
- B4.2 Key Personnel shall not be released from supplying the Services without Approval except by reason of long-term sickness, maternity leave, paternity leave or termination of employment or other similar extenuating circumstances.
- B4.3 The Authority may interview and assess any proposed replacement for Key Personnel and any replacements to Key Personnel are subject to Approval. Such replacements shall be of at least equal status, experience and skills to Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.
- B4.4 The Authority shall not unreasonably withhold approval under clauses B4.2 or B4.3 and such approval is conditional on appropriate arrangements being made by the Supplier to minimise any adverse effect on the Services which could be caused by a change in Key Personnel.

B5 Staff

- B5.1 The Authority may, by notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises:
- (a) any member of the Staff; or
 - (b) any person employed or engaged by any member of the Staff
- whose admission or continued presence would, in the Authority's reasonable opinion, be undesirable.
- B5.2 The Authority may search any persons or vehicles engaged or used by the Supplier at the Authority's Premises.
- B5.3 At the Authority's written request, the Supplier shall, at its own cost, provide a list of the names, addresses, national insurance numbers and immigration status of all people who may require admission to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- B5.4 The Supplier shall ensure that all Staff who have access to the Authority's Premises, the Authority System or the Authority Data have been cleared in accordance with the BPSS.

- B5.5 The Supplier shall co-operate with any investigation relating to security carried out by the Authority or on behalf of the Authority and, at the Authority's request:
- (a) use reasonable endeavours to make available any Staff requested by the Authority to attend an interview for the purpose of an investigation; and
 - (b) provide documents, records or other material in whatever form which the Authority may reasonably request or which may be requested on the Authority's behalf, for the purposes of an investigation.
- B5.6 The Supplier shall comply with PSI 10/2012 as amended from time to time and available from the Authority on request.

B6 Due Diligence

Save as the Authority may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting its Tender and to have completed due diligence in relation to all matters connected with the performance of its obligations under the Contract.

B7 Licence to Occupy

- B7.1 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract are on a non-exclusive licence basis free of charge and are used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier has the use of such land or Premises as licensee and shall vacate the same on termination of the Contract.
- B7.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary for it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with other persons working concurrently on such land or Premises as the Authority may reasonably request.
- B7.3 If the Supplier requires modifications to the Authority's Premises such modifications are subject to Approval and shall be carried out by the Authority at the Supplier's cost.
- B7.4 The Supplier shall (and shall ensure that any Staff on the Authority's Premises shall) observe and comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when on the Authority's Premises as determined by the Authority.
- B7.5 The Contract does not create a tenancy of any nature in favour of the Supplier or its Staff and no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Authority may use the Premises owned or occupied by it in any manner it sees fit.

B8 Property

- B8.1 All Property is and remains the property of the Authority and the Supplier irrevocably licenses the Authority and its agents to enter any Premises of the Supplier during normal business hours on reasonable notice to recover any such Property.
- B8.2 The Supplier does not have a lien or any other interest on the Property and the Supplier at all times possesses the Property as fiduciary agent and bailee of the Authority. The

Supplier shall take all reasonable steps to ensure that the title of the Authority to the Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Authority's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Authority.

- B8.3 The Property is deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.
- B8.4 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- B8.5 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Authority's reasonable security requirements as required from time to time.
- B8.6 The Supplier is liable for all loss of or damage to the Property, unless such loss or damage was caused by the Authority's negligence. The Supplier shall inform the Authority immediately of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Offers of Employment

- B9.1 Neither Party shall, directly or indirectly, solicit or procure (otherwise than by general advertising or under TUPE, any employees or contractors (including the Staff) of the other Party who are directly employed or engaged in connection with the provision of the Services while such persons are employed or engaged and for a period of 6 Months thereafter.
- B9.2 If either Party breaches the clause B9.1, it shall pay the other Party a sum equivalent to **REDATED – UNDER FOAI SECTION S(2) 40** of the annual base salary payable by the Party in breach in respect of the first year of person's employment.
- B9.3 The Parties hereby agree that the sum specified in clause B9.2 is a reasonable pre-estimate of the loss and damage which the Party not in breach would suffer if there was a breach of clause B9.1.

B10 Employment

- B10.1 No later than 12 Months prior to the end of the Term, the Supplier shall fully and accurately disclose to the Authority all information the Authority may reasonably request in relation to the Staff including the following:
 - (a) the total number of Staff whose employment/engagement terminates at the end of the Term, save for any operation of Law;
 - (b) the age, gender, salary or other remuneration, future pay settlements and redundancy and pensions entitlement of the Staff referred to in clause B10.1(a);
 - (c) the terms and conditions of employment/engagement of the Staff referred to in clause B10.1(a), their job titles and qualifications;

- (d) their immigration status;
 - (e) details of any current disciplinary or grievance proceedings ongoing or circumstances likely to give rise to such proceedings and details of any claims current or threatened; and
 - (f) details of all collective agreements with a brief summary of the current state of negotiations with any such bodies and with details of any current industrial disputes and claims for recognition by any trade union.
- B10.2 At intervals determined by the Authority (which shall not be more frequent than once every 30 days) the Supplier shall give the Authority updated TUPE Information.
- B10.3 Each time the Supplier supplies TUPE Information to the Authority it warrants its completeness and accuracy and the Authority may assign the benefit of this warranty to any Replacement Supplier.
- B10.4 The Authority may use TUPE Information it receives from the Supplier for the purposes of TUPE and/or any retendering process in order to ensure an effective handover of all work in progress at the end of the Term. The Supplier shall provide the Replacement Supplier with such assistance as it shall reasonably request.
- B10.5 If TUPE applies to the transfer of the Services on termination of the Contract, the Supplier indemnifies and keeps indemnified the Authority, the Crown and any Replacement Supplier against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown or any Replacement Supplier may suffer or incur as a result of or in connection with:
- (a) the provision of TUPE Information;
 - (b) any claim or demand by any Employee (whether in contract, tort or under statute) in each case arising directly or indirectly from any act, fault or omission of the Supplier or any Sub-Contractor in respect of any Employee on or before the end of the Term;
 - (c) any failure by the Supplier or any Sub-Contractor to comply with its obligations under regulations 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE save where such failure arises from the failure of the Authority or a Replacement Supplier to comply with its duties under regulation 13 of TUPE;
 - (d) any claim (including any individual employee entitlement under or consequent on such a claim) by any trade union or other body or person representing any Employees arising from or connected with any failure by the Supplier or any Sub-Contractor to comply with any legal obligation to such trade union, body or person; and
 - (e) any claim by any person who is transferred by the Supplier to the Authority and/or a Replacement Supplier whose name is not included in the list of Employees.
- B10.6 If the Supplier is aware that TUPE Information has become inaccurate or misleading, it shall notify the Authority and provide the Authority with up to date and accurate TUPE Information.

B10.7 This clause B10 applies during the Term and indefinitely thereafter.

B10.8 The Supplier undertakes to the Authority that, during the 12 Months prior to the end of the Term the Supplier shall not (and shall procure that any Sub-Contractor shall not) without Approval (such Approval not to be unreasonably withheld or delayed):

- (a) amend or vary (or purport to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any Staff (other than where such amendment or variation has previously been agreed between the Supplier and the Staff in the normal course of business and where any such amendment or variation is not in any way related to the transfer of the Services);
- (b) terminate or give notice to terminate the employment or engagement of any Staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
- (c) transfer away, remove, reduce or vary the involvement of any other Staff from or in the provision of the Services (other than where such transfer or removal: (i) was planned as part of the individual's career development; (ii) takes place in the normal course of business; and (iii) will not have any adverse impact upon the delivery of the Services by the Supplier, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services); or
- (d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

C PAYMENT

C1 Payment and VAT

- C1.1 The Supplier shall submit invoices to the Authority in accordance with this clause C1 and Schedule 2 .
- C1.2 The Authority issues Purchase Orders, Basware is no longer the default process, SOP will be used for the approval of purchase orders and Invoices.
- C1.3 ***The Authority shall not pay an invoice which is not a Valid Invoice.***
- C1.4 The Authority shall not pay the Supplier's overhead costs unless Approved and overhead costs include, without limitation: facilities, utilities, insurance, tax, head office overheads, indirect staff costs and other costs not specifically and directly ascribable solely to the provision of the Services.
- C1.5 The Authority shall not pay a stand-by rate if plant is on standby because no work was being carried out on the Premises at that time or no operator or other relevant staff were available (unless the standby is because the Supplier is awaiting licensing of the Premises on the Authority's instructions).
- C1.6 The Authority shall not pay for plant or equipment which is stood down during any notice period pursuant to clauses H1, H2 and/or H3 and the Supplier shall mitigate such costs as far as is reasonably possible, for example, by reutilising Staff, plant, materials and services on other contracts.

C1.7 The Supplier may claim expenses only if they are clearly identified, supported by original receipts and approved.

C1.8 If the Authority pays the Supplier prior to the submission of a Valid Invoice this payment is on account of and deductible from the next payment to be made.

If any overpayment has been made or the payment or any part is not supported by a Valid Invoice the Authority may recover this payment against future invoices raised or directly from the Supplier. All payments made by the Authority to the Supplier are on an interim basis pending final resolution of an account with the Supplier in accordance with the terms of this clause C1.

C1.9 The Supplier shall:

- (a) add VAT to the Price at the prevailing rate as applicable and show the amount of VAT payable separately on all invoices as an extra charge. If the Supplier fails to show VAT on an invoice, the Authority is not, at any later date, liable to pay the Supplier any additional VAT;
- (b) ensure that a provision is included in all Sub-Contracts which requires payment to be made of all sums due to Sub-Contractors within 30 days from the receipt of a valid invoice; and
- (c) not suspend the Services unless the Supplier is entitled to terminate the Contract under clause H2.3 for failure to pay undisputed sums of money.

C1.10 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.

C1.11 The Authority shall:

- (a) in addition to the Price and following receipt of a Valid Invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract; and
- (b) pay all sums due to the Supplier within 30 days of receipt of a Valid Invoice unless an alternative arrangement has been Approved.

C1.12 If the Authority fails to pay any undisputed invoices under the Contract, the Supplier may charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

C2 Recovery of Sums Due

C2.1 If under the Contract any sum of money is recoverable from or payable by the Supplier to the Authority (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum

from any sum then due, or which at any later time may become due to the Supplier from the Authority under the Contract or under any other agreement with the Authority or the Crown.

- C2.2 Any overpayment by either Party, whether of the Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- C2.3 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- C2.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C3 Price During Extension

Subject to Schedule 2 and clause F4 (Change), the Price applies for the Initial Term and until the end of any Extension or such earlier date of termination or partial termination of the Contract in accordance with the Law or the Contract.

D PROTECTION OF INFORMATION

D1 Authority Data

D1.1 The Supplier shall:

- (a) not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise approved;
- (b) preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data;
- (c) not delete or remove any proprietary notices contained within or relating to the Authority Data;
- (d) to the extent that Authority Data is held and/or processed by the Supplier, supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification;
- (e) perform secure back-ups of all Authority Data and ensure that up-to-date back-ups are stored securely off-site. The Supplier shall ensure that such back-ups are made available to the Authority immediately upon request;
- (f) ensure that any system on which the Supplier holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework;
- (g) identify, and disclose to the Authority on request those members of Staff with access to or who are involved in handling Authority Data;

- (h) on request, give the Authority details of its policy for reporting, managing and recovering from information risk incidents, including losses of Personal Data, and its procedures for reducing risk;
 - (i) notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take if it has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason; and
 - (j) comply with **Error! Reference source not found.** (Security Requirements and Policy).
- D1.2 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Authority may:
- (a) require the Supplier (at the Supplier's cost) to restore or procure the restoration of Authority Data and the Supplier shall do so promptly; and/or
 - (b) itself restore or procure the restoration of Authority Data and be repaid by the Supplier any reasonable costs incurred in doing so.

D2 Data Protection and Privacy

- D2.1 The Parties acknowledge that for the purposes of Data Protection Law, the Authority is the Controller and the Supplier is the Processor. The only processing which the Authority has authorised the Supplier to do is listed in Schedule 6 and may not be determined by the Supplier.
- D2.2 The Supplier shall:
- (a) notify the Authority immediately if it considers any Authority instructions infringe Data Protection Law;
 - (b) at its own cost, provide all reasonable assistance to the Authority in the preparation of any DPIA prior to starting any processing. Such assistance may, at the Authority's discretion, include:
 - (i) a systematic description of the envisaged Processing and the purpose of the Processing;
 - (ii) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
 - (iii) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data
 - (c) in relation to any Personal Data Processed in connection with its obligations under the Contract:
 - (i) Process that Personal Data only in accordance with Schedule 8

- (ii) unless the Supplier is required to do otherwise by Law. If it is so required, the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law; and
 - (iii) ensure that it has in place Protective Measures which are appropriate to protect against a Data Loss Event which the Authority may reasonably reject. If the Authority reasonably rejects the Protective Measures put in place by the Supplier, the Supplier shall propose alternative Protective Measures to the satisfaction of the Authority. If the Authority does not reject the proposed Protective Measures this does not mean they are Approved. Protective Measures must take account of the nature of the Personal Data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any measures
- (d) ensure that:
 - (i) Staff do not Process Personal Data except in accordance with the Contract (and in particular Schedule 6);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to Personal Data and ensure that they:
 - (A) are aware of and comply with the Supplier's duties under this clause D2;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority or as otherwise allowed under the Contract;
 - (D) have undergone adequate training in the use, care, protection and handling of the Personal Data
- (e) where the Personal Data is subject to UK GDPR, not transfer the Personal Data outside of the UK unless Approved and:
 - (i) the destination country has been recognised as adequate by the Government in accordance with Article 45 of the UK GDPR (or s.74 of DPA);
 - (ii) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or s.75 of the DPA) as determined by the Authority;
 - (iii) the Data Subject has enforceable rights and effective legal remedies;
 - (iv) the Supplier complies with its obligations under Data Protection Law by providing an appropriate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

- (v) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data
 - (f) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data;
 - (g) subject to clause D2.3, notify the Authority immediately if it:
 - (i) receives a Data Subject Request (or purported Data Subject Request);
 - (ii) receives a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under Data Protection Law;
 - (iv) receives any communication from the ICO or any other regulatory authority in connection with Personal Data Processed under the Contract;
 - (v) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (vi) becomes aware of a Data Loss Event.
- D2.3 The Supplier's obligation to notify under clause D2.2(g) includes the provision of further information to the Authority as details become available.
- D2.4 Taking into account the nature of the Processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Law and any complaint, communication or request made under clause D2.2(g) (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
- (a) the Authority with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Request within the relevant timescales set out in Data Protection Law;
 - (c) the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Authority following any Data Loss Event; and
 - (e) assistance as requested by the Authority with respect to any request from the ICO or any consultation by the Authority with the ICO.
- D2.3 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with clause D2. This requirement does not apply if the

Supplier employs fewer than 250 people unless the Authority determines that the processing:

- (a) is not occasional;
- (b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
- (c) is likely to result in a risk to the rights and freedoms of Data Subjects.

D2.4 The Supplier shall allow audits of its Processing activity by the Authority or the Authority's designated auditor.

D2.5 The Supplier shall designate a Data Protection Officer if required by Data Protection Law.

D2.6 Before allowing any Sub-processor to Process any Personal Data in connection with the Contract, the Supplier shall:

- (a) notify the Authority in writing of the intended Sub-processor and Processing;
- (b) obtain Approval;
- (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in clause D2 such that they apply to the Sub-processor; and
- (d) provide the Authority with such information regarding the Sub-processor as the Authority reasonably requires.

D2.7 The Supplier remains fully liable for the acts and omissions of any Sub-processor.

D2.8 The Parties shall take account of any guidance published by the ICO and, notwithstanding the provisions of clause F4, the Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance published by the ICO.

D2.9 In relation to Processing for Law Enforcement Purposes, the Supplier shall:

- (a) maintain logs for its automated Processing operations in respect of:
 - (i) collection;
 - (ii) alteration;
 - (iii) consultation;
 - (iv) disclosure (including transfers);
 - (v) combination; and
 - (vi) erasure.
- (together the "**Logs**").

(b) ensure that:

- (i) the Logs of consultation make it possible to establish the justification for, and date and time of, the consultation; and as far as possible, the identity of the person who consulted the data;
- (ii) the Logs of disclosure make it possible to establish the justification for, and date and time of, the disclosure; and the identity of the recipients of the data; and
- (iii) the Logs are made available to the ICO on request

(c) use the Logs only to:

- (i) verify the lawfulness of Processing;
- (ii) assist with self-monitoring by the Authority or (as the case may be) the Supplier, including the conduct of internal disciplinary proceedings;
- (iii) ensure the integrity of Personal Data; and
- (iv) assist with criminal proceedings

(d) as far as possible, distinguish between Personal Data based on fact and Personal Data based on personal assessments; and

(e) where relevant and as far as possible, maintain a clear distinction between Personal Data relating to different categories of Data Subject, for example:

- (i) persons suspected of having committed or being about to commit a criminal offence;
- (ii) persons convicted of a criminal offence;
- (iii) persons who are or maybe victims of a criminal offence; and
- (iv) witnesses or other persons with information about offences.

D2.10 This clause D2 applies during the Term and indefinitely after its expiry.

D3 Official Secrets Acts and Finance Act

D3.1 The Supplier shall comply with:

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) section 182 of the Finance Act 1989.

D4 Confidential Information

D4.1 Except to the extent set out in clause D4 or if disclosure or publication is expressly allowed elsewhere in the Contract each Party shall treat all Confidential Information belonging to the other Party as confidential and shall not disclose any Confidential

Information belonging to the other Party to any other person without the other Party's consent, except to such persons and to such extent as may be necessary for the performance of the Party's obligations under the Contract.

- D4.2 The Supplier hereby gives its consent for the Authority to publish the whole Contract (but with any information which is Confidential Information belonging to the Authority redacted) including from time to time agreed changes to the Contract, to the general public.
- D4.3 If required by the Authority, the Supplier shall ensure that Staff, professional advisors and consultants sign a non-disclosure agreement prior to commencing any work in connection with the Contract in a form approved by the Authority. The Supplier shall maintain a list of the non-disclosure agreements completed in accordance with this clause.
- D4.4 If requested by the Authority, the Supplier shall give the Authority a copy of the list and, subsequently upon request by the Authority, copies of such of the listed non-disclosure agreements as required by the Authority. The Supplier shall ensure that Staff, professional advisors and consultants are aware of the Supplier's confidentiality obligations under the Contract.
- D4.5 The Supplier may disclose the Authority's Confidential Information only to Staff who are directly involved in providing the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- D4.6 The Supplier shall not, and shall procure that the Staff do not, use any of the Authority's Confidential Information received otherwise than for the purposes of the Contract.
- D4.7 Clause D4.1 shall not apply to the extent that:
- (a) such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR;
 - (b) such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - (c) such information was obtained from a third party without obligation of confidentiality;
 - (d) such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - (e) it is independently developed without access to the other Party's Confidential Information.
- D4.8 Nothing in clause D4.1 prevents the Authority disclosing any Confidential Information obtained from the Supplier:
- (a) for the purpose of the examination and certification of the Authority's accounts;

- (b) for the purpose of any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
 - (c) to Parliament and Parliamentary committees;
 - (d) to any Crown Body or any Contracting Authority and the Supplier hereby acknowledges that all Government departments or Contracting Authorities receiving such Confidential Information may further disclose the Confidential Information to other Government departments or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Government department or any Contracting Authority; or
 - (e) to any consultant, contractor or other person engaged by the Authority
- D4.9 provided that in disclosing information under clauses D4.8(d) and D4.8(e) the Authority discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
- D4.10 Nothing in clauses D4.1 to D4.6 prevents either Party from using any techniques, ideas or Know-How gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights.
- D4.11 The Authority shall use reasonable endeavors to ensure that any Government department, Contracting Authority, employee, third party or Sub-Contractor to whom the Supplier's Confidential Information is disclosed pursuant to clause D4.8 is made aware of the Authority's obligations of confidentiality.
- D4.12 If the Supplier does not comply with clauses D4.1 to D4.8 the Authority may terminate the Contract immediately on notice.
- D4.13 To ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services, the Supplier shall maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- D4.14 The Supplier shall:
- (a) immediately notify the Authority of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services and will keep a record of such breaches;
 - (b) use best endeavours to recover such Confidential Information or data however it may be recorded;
 - (c) co-operate with the Authority in any investigation as a result of any breach of security in relation to Confidential Information or data; and
 - (d) at its own expense, alter any security systems at any time during the Term at the Authority's request if the Authority reasonably believes the Supplier has failed to comply with clause D4.12.

D5 Freedom of Information

- D5.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIR.
- D5.2 The Supplier shall transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receipt and shall:
- (a) give the Authority a copy of all Information in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may specify) of the Authority's request;
 - (b) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIR; and
 - (c) not respond directly to a Request for Information unless authorised to do so in writing by the Authority.
- D5.3 The Authority shall determine in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information and any other Information is exempt from disclosure in accordance with the FOIA and/or the EIR.

D6 Publicity, Media and Official Enquiries

- D6.1 The Supplier shall not:
- (a) make any press announcements or publicise the Contract or its contents in any way;
 - (b) use the Authority's name, brand or logo in any publicity, promotion, marketing or announcement of order; or
 - (c) use the name, brand or logo of any of the Authority's agencies or arms-length bodies in any publicity, promotion, marketing or announcement of orders
- without Approval.
- D6.2 Each Party acknowledges that nothing in the Contract either expressly or impliedly constitutes an endorsement of any products or services of the other Party (including the Services and the ICT Environment) and each Party shall not conduct itself in such a way as to imply or express any such approval or endorsement.
- D6.3 The Supplier shall use reasonable endeavors to ensure that its Staff and professional advisors comply with clause D6.1.

E INTELLECTUAL PROPERTY

E1 Intellectual Property Rights

- E1.1 All Intellectual Property Rights in:
- (a) the Results; or

- (b) any guidance, specifications, reports, studies, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which is furnished to or made available to the Supplier by or on behalf of the Authority (together with the Results, the "**IP Materials**")

shall vest in the Authority (save for Copyright and Database Rights which shall vest in Her Majesty the Queen) and the Supplier shall not, and shall ensure that the Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for performance by the Supplier of its obligations under the Contract.

E1.2 The Supplier hereby assigns:

- (a) to the Authority, with full title guarantee, all Intellectual Property Rights (save for Copyright and Database Rights) which may subsist in the IP Materials. This assignment shall take effect on the date of the Contract or (in the case of rights arising after the date of the Contract) as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier; and
- (b) to Her Majesty the Queen, with full title guarantee, all Copyright and Database Rights which may subsist in the IP Materials

and shall execute all documents and do all acts as are necessary to execute these assignments.

E1.3 The Supplier shall:

- (a) waive or procure a waiver of any moral rights held by it or any third party in copyright material arising as a result of the Contract or the performance of its obligations under the Contract;
- (b) ensure that the third-party owner of any Intellectual Property Rights that are or which may be used to perform the Services grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty-free, worldwide and irrevocable and include the right for the Authority to sub-license, transfer, novate or assign to other Contracting Authorities, the Crown, the Replacement Supplier or to any other third-party supplying goods and/or services to the Authority ("Indemnified Persons");
- (c) not infringe any Intellectual Property Rights of any third party in supplying the Services; and
- (d) during and after the Term, indemnify and keep indemnified the Authority and Indemnified Persons from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority and Indemnified Persons may suffer or incur as a result of or in connection with any breach of clause E1.3, except to the extent that any such claim results directly from:
 - (i) items or materials based upon designs supplied by the Authority; or

- (ii) the use of data supplied by the Authority which is not required to be verified by the Supplier under any provision of the Contract.
- E1.4 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority or Indemnified Person for infringement or alleged infringement of any Intellectual Property Right in materials supplied and/or licensed by the Supplier to the Authority.
- E1.5 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim, demand or action by any third party for infringement or alleged infringement of any third party Intellectual Property Rights (whether by the Authority, the Supplier or Indemnified Person) arising from the performance of the Supplier's obligations under the Contract ("**Third Party IP Claim**"), provided that the Supplier shall at all times:
 - (a) consult the Authority on all material issues which arise during the conduct of such litigation and negotiations;
 - (b) take due and proper account of the interests of the Authority; and
 - (c) not settle or compromise any claim without Approval (not to be unreasonably withheld or delayed).
- E1.6 The Authority shall, at the request of the Supplier, afford to the Supplier all reasonable assistance for the purpose of contesting any Third-Party IP Claim and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Supplier is not required to indemnify the Authority under this clause in relation to any costs and expenses to the extent that such arise directly from the matters referred to in clauses E1.3 E1.3(d)(i) and E1.3(d)(ii).
- E1.7 The Authority shall not, without the Supplier's consent, make any admissions which may be prejudicial to the defence or settlement of any Third-Party IP Claim.
- E1.8 If any Third-Party IP Claim is made or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and any relevant Indemnified Person, at its own expense and subject to Approval (not to be unreasonably withheld or delayed), shall (without prejudice to the rights of the Authority under clauses E1.3(b) and G2.1(g) use its best endeavours to:
 - (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement; or
 - (b) procure a licence to use the Intellectual Property Rights and supply the Services which are the subject of the alleged infringement, on terms which are acceptable to the Authority.

and if the Supplier is unable to comply with clauses E1.8(a) or E1.8(b) within 20 Working Days of receipt by the Authority of the Supplier's notification the Authority may terminate the Contract immediately by notice to the Supplier.

- E1.9 The Supplier grants to the Authority and, if requested by the Authority, to a Replacement Supplier, a royalty-free, irrevocable, worldwide, non-exclusive licence (with a right to sub-license) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority (or the Replacement Supplier) reasonably requires in order for the Authority to exercise its rights under, and receive the benefit of, the Contract (including, without limitation, the Services).

F CONTROL OF THE CONTRACT

F1 Contract Performance

- F1.1 The Supplier shall immediately inform the Authority if any of the Services are not being or are unable to be performed, the reasons for non-performance, any corrective action and the date by which that action will be completed.
- F1.2 At or around 6 Months from the Commencement Date and each anniversary of the Commencement Date thereafter, the Authority may carry out a review of the performance of the Supplier (a "**Review**"). Without prejudice to the generality of the foregoing, the Authority may in respect of the period under review consider such items as (but not limited to):
- (a) the Supplier's delivery of the Services.
 - (b) the Supplier's contribution to innovation in the Authority; whether the Services provide the Authority with best value for money; consideration of any changes which may need to be made to the Services.
 - (c) a review of future requirements in relation to the Services; and
 - (d) progress against key milestones.
- F1.3 The Supplier shall provide at its own cost any assistance reasonably required by the Authority to perform Reviews including the provision of data and information.
- F1.4 The Authority may produce a report (a "**Review Report**") of the results of each Review stating any areas of exceptional performance and areas for improvement in the provision of the Services and where there is any shortfall in any aspect of performance reviewed as against the Authority's expectations and the Supplier's obligations under the Contract.
- F1.5 The Authority shall give the Supplier a copy of the Review Report (if applicable). The Authority shall consider any Supplier comments and may produce a revised Review Report.
- F1.6 The Supplier shall, within 10 Working Days of receipt of the Review Report (revised as appropriate) provide the Authority with a plan to address resolution of any shortcomings and implementation of improvements identified by the Review Report.
- F1.7 Actions required to resolve shortcomings and implement improvements (either as a consequence of the Supplier's failure to meet its obligations under the Contract identified by the Review Report, or those which result from the Supplier's failure to meet the Authority's expectations notified to the Supplier or of which the Supplier ought reasonably to have been aware) shall be implemented at no extra cost to the Authority.

F2 Remedies

- F2.1 If the Authority reasonably believes the Supplier has committed a Material Breach it may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier has demonstrated to the Authority's reasonable satisfaction that the Supplier will be able to supply the Services in accordance with the Specification.
 - (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services.
 - (c) withhold or reduce payments to the Supplier in such amount as the Authority reasonably deems appropriate in each particular case; and/or
 - (d) terminate the Contract in accordance with clause H2.
- F2.2 Without prejudice to its right under clause C2 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Authority or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services.
- F2.3 If the Authority reasonably believes the Supplier has failed to supply all or any part of the Services in accordance with the Contract, professional or Good Industry Practice which could reasonably be expected of a competent and suitably qualified person, or any legislative or regulatory requirement, the Authority may give the Supplier notice specifying the way in which its performance falls short of the requirements of the Contract or is otherwise unsatisfactory.
- F2.4 If the Supplier has been notified of a failure in accordance with clause F2.3 the Authority may:
- (a) direct the Supplier to identify and remedy the failure within such time as may be specified by the Authority and to apply all such additional resources as are necessary to remedy that failure at no additional charge to the Authority within the specified timescale; and/or
 - (b) withhold or reduce payments to the Supplier in such amount as the Authority deems appropriate in each particular case until such failure has been remedied to the satisfaction of the Authority.
- F2.5 If the Supplier has been notified of a failure in accordance with clause F2.3, it shall
- (a) use all reasonable endeavours to immediately minimise the impact of such failure to the Authority and to prevent such failure from recurring; and
 - (b) immediately give the Authority such information as the Authority may request regarding what measures are being taken to comply with the obligations in clause

F2.5 and the progress of those measures until resolved to the satisfaction of the Authority.

- F2.6 If, having been notified of any failure, the Supplier does not remedy it in accordance with clause F2.5 in the time specified by the Authority, the Authority may treat the continuing failure as a Material Breach and may terminate the Contract immediately on notice to the Supplier.

F3 Transfer and Sub-Contracting

- F3.1 Except where both clauses F3.9 and F3.10 apply, the Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval. All such actions shall be evidenced in writing and shown to the Authority on request. Sub-contracting any part of the Contract does not relieve the Supplier of any of its obligations or duties under the Contract.

- F3.2 The Supplier is responsible for the acts and/or omissions of its Sub-Contractors as though they are its own. If it is appropriate, the Supplier shall provide each Sub-Contractor with a copy of the Contract and obtain written confirmation from them that they will provide the Services fully in accordance with the Contract.

- F3.3 The Supplier shall ensure that Sub-Contractors retain all records relating to the Services for at least 6 years from the date of their creation and make them available to the Authority on request in accordance with clause F5 (Audit). If any Sub-Contractor does not allow the Authority access to the records the Authority has no obligation to pay any claim or invoice made by the Supplier on the basis of such documents or work carried out by the Sub-Contractor.

- F3.4 If the Authority has consented to the award of a Sub-Contract, the Supplier shall ensure that:

(a) the Sub-Contract contains:

- (i) a right for the Supplier to terminate if the Sub-Contractor does not comply with its legal obligations in connection with Data Protection Law, environmental, social or labour law; and
- (ii) obligations no less onerous on the Sub-Contractor than those on the Supplier under the Contract in respect of data protection in clauses D1 and D2

(b) the Sub-Contractor includes a provision having the same effect as set out in this clause F3.4(a) in any Sub-Contract which it awards; and

(c) copies of each Sub-Contract are sent to the Authority immediately after their execution.

- F3.5 Unless approved otherwise, if the total value of the Contract over the Term is, or is likely to be, in excess of £5,000,000, the Supplier shall, in respect of Sub-Contract opportunities arising during the Term from or in connection with the provision of the Services:

(a) advertise on Contracts Finder those that have a value in excess of £25,000.

- (b) within 90 days of awarding a Sub-Contract, update the notice on Contracts Finder with details of the Sub-Contractor.
 - (c) monitor the number, type and value of the Sub-Contract opportunities placed on Contracts Finder and awarded during the Term.
 - (d) provide reports on the information in clause F3.5(c) to the Authority in the format and frequency reasonably specified by the Authority;
 - (e) promote Contracts Finder to its suppliers and encourage them to register on Contracts Finder; and
 - (f) ensure that each advertisement placed pursuant to F3.5(a) includes a full and detailed description of the Sub-Contract opportunity with each of the mandatory fields being completed on Contracts Finder.
- F3.6 The Supplier shall, at its own cost, supply to the Authority by the end of April each year for the previous Financial Year:
- (a) the total revenue received from the Authority pursuant to the Contract.
 - (b) the total value of all its Sub-Contracts.
 - (c) the total value of its Sub-Contracts with SMEs; and
 - (d) the total value of its Sub-Contracts with VCSEs.
- F3.7 The Authority may from time to time change the format and the content of the information required pursuant to clause F3.6.
- F3.8 If the Authority believes there are:
- (a) compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Supplier shall replace or not appoint the Sub-Contractor; or
 - (b) non-compulsory grounds for excluding a Sub-Contractor pursuant to regulation 57 of the Regulations, the Authority may require the Supplier to replace or not appoint the Sub-Contractor and the Supplier shall comply with such requirement.
- F3.9 Notwithstanding clause F3.1, the Supplier may assign to a third party (the “**Assignee**”) the right to receive payment of the Price or any part thereof due to the Supplier (including any interest which the Authority incurs under clause C1 (Payment and VAT)). Any assignment under clause F3.9 is subject to:
- (a) reduction of any sums in respect of which the Authority exercises its right of recovery under clause C2 (Recovery of Sums Due).
 - (b) all related rights of the Authority under the Contract in relation to the recovery of sums due but unpaid; and
 - (c) the Authority receiving notification under both clauses F3.10 and F3.11.

- F3.10 If the Supplier assigns the right to receive the Price under clause F3.9, the Supplier or the Assignee shall notify the Authority in writing of the assignment and the date upon which the assignment becomes effective.
- F3.11 The Supplier shall ensure that the Assignee notifies the Authority of the Assignee's contact information and bank account details to which the Authority can make payment.
- F3.12 Clause C1 continues to apply in all other respects after the assignment and shall not be amended without Approval.
- F3.13 Subject to clause F3.14, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- (a) any Contracting Authority.
 - (b) any other body established or authorised by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
 - (c) any private sector body which substantially performs the functions of the Authority
- provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.
- F3.14 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F3.15, affect the validity of the Contract and the Contract shall bind and inure to the benefit of any successor body to the Authority.
- F3.15 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause F3.13 to a body which is not a Contracting Authority or if there is a change in the legal status of the Authority such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as the "**Transferee**"):
- (a) the rights of termination of the Authority in clauses H1 and H2 are available to the Supplier in respect of the Transferee; and
 - (b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the prior consent in writing of the Supplier.
- F3.16 The Authority may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- F3.17 Each Party shall at its own cost and expense carry out or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other Party the full benefit of the Contract.

F4 Change

- F4.1 After the Commencement Date, either Party may request a Change subject to the terms of this clause F4.
- F4.2 Either Party may request a Change by notifying the other Party in writing of the Change by completing the Change Request Form set out in Schedule 3. The Party requesting the Change shall give the other Party sufficient information and time to assess the extent and effect of the requested Change. If the receiving Party accepts the Change, it shall confirm it in writing to the other Party.
- F4.3 If the Supplier is unable to accept a Change requested by the Authority or if the Parties are unable to agree a change to the Price, the Authority may:
- (a) allow the Supplier to fulfil its obligations under the Contract without the Change; or
 - (b) terminate the Contract immediately except where the Supplier has already delivered all or part of the Services or where the Supplier can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. If a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed in clause I1 (Dispute Resolution).
- F4.4 A Change takes effect only when it is recorded in a CCN validly executed by both Parties.
- F4.5 The Supplier is deemed to warrant and represent that the CCN has been executed by a duly authorised representative of the Supplier in addition to the warranties and representations set out in clause G2.
- F4.6 Clauses F4.4 and F4.5 may be varied in an emergency if it is not practicable to obtain the Authorised Representative's approval within the time necessary to make the Change in order to address the emergency. In an emergency, Changes may be approved by a different representative of the Authority. However, the Authorised Representative may review such a Change and require a CCN to be entered into on a retrospective basis which may itself vary the emergency Change.

F5 Audit

- F5.1 The Supplier shall:
- (a) keep and maintain for 6 years after the end of the Term, or as long a period as may be agreed between the Parties, full and accurate records of its compliance with, and discharge of its obligations under the Contract including the Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority;
 - (b) on request afford the Authority or the Authority's representatives such access to those records and processes as may be requested by the Authority in connection with the Contract; and

- (c) make available to the Authority, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

F5.2 The Authority, acting by itself or through its duly authorised representatives and/or the National Audit Office, may, during the Term and for a period of 18 Months thereafter, assess compliance by the Supplier of the Supplier's obligations under the Contract, including to:

- (a) verify the accuracy of the Price and any other amounts payable by the Authority under the Contract.
- (b) verify the Open Book Data.
- (c) verify the Supplier's compliance with the Contract and applicable Law.
- (d) identify or investigate actual or suspected fraud, impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Authority has no obligation to inform the Supplier of the purpose or objective of its investigations.
- (e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any guarantor or their ability to perform the Services.
- (f) obtain such information as is necessary to fulfil the Authority's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes;
- (g) carry out the Authority's internal and statutory audits and to prepare, examine and/or certify the Authority's annual and interim reports and accounts;
- (h) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (i) verify the accuracy and completeness of any management information or reports delivered or required by the Contract;
- (j) review the Supplier's compliance with the Authority's policies and standards; and/or
- (k) review the integrity, confidentiality and security of the Authority Data

and the Supplier (and its agents) shall permit access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Authority (or those acting on its behalf) may reasonably require for the purposes of conducting such an audit.

F5.3 The Supplier (and its agents) shall permit the Comptroller and Auditor General (and his appointed representatives) access free of charge during normal business hours on reasonable notice to all such documents (including computerised documents and data) and other information as the Comptroller and Auditor General may reasonably require for the purposes of conducting a financial audit of the Authority and for carrying out examinations into the economy, efficiency and effectiveness with which the Authority

has used its resources. The Supplier shall provide such explanations as are reasonably required for these purposes.

- F5.4 The Authority shall during each audit comply with those security, sites, systems and facilities operating procedures of the Supplier that the Authority deems reasonable and use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services. The Authority shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention to conduct an audit.
- F5.5 The Parties bear their own respective costs and expenses incurred in respect of compliance with their obligations under clause F5, unless the audit identifies a material Default by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in connection with the audit.

G LIABILITIES

G1 Liability, Indemnity and Insurance

G1.1 Neither Party limits its liability for:

- (a) death or personal injury caused by its negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) any breach of clauses D1, D2 or D4, **Error! Reference source not found.** or Schedule 5 ; or
- (e) any liability to the extent it cannot be limited or excluded by Law.

G1.2 Subject to clauses G1.3 and G1.5, the Supplier indemnifies the Authority fully against all claims, proceedings, demands, charges, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which may arise out of the supply, or the late or purported supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly by any act or omission of the Supplier.

G1.3 Subject to clause G1.1 the Supplier's aggregate liability in respect of the Contract does not exceed **REDATED – UNDER FOAI SECTION S(2) 40**.

G1.4 Subject to clause G1.1 the Authority's aggregate liability in respect of the Contract does not exceed the Price payable in the previous calendar year of the Contract.

G1.5 The Supplier is not responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Authority or by breach by the Authority of its obligations under the Contract.

- G1.6 The Authority may recover from the Supplier the following losses incurred by the Authority to the extent they arise as a result of a Default by the Supplier:
- (a) any additional operational and/or administrative costs and expenses incurred by the Authority, including costs relating to time spent by or on behalf of the Authority in dealing with the consequences of the Default;
 - (b) any wasted expenditure or charges;
 - (c) the additional costs of procuring a Replacement Supplier for the remainder of the Term and or replacement deliverables which shall include any incremental costs associated with the Replacement Supplier and/or replacement deliverables above those which would have been payable under the Contract;
 - (d) any compensation or interest paid to a third party by the Authority; and
 - (e) any fine or penalty incurred by the Authority pursuant to Law and any costs incurred by the Authority in defending any proceedings which result in such fine or penalty.
- G1.7 Subject to clauses G1.1 and G1.6, neither Party is liable to the other for any:
- (a) loss of profits, turnover, business opportunities or damage to goodwill; or
 - (b) indirect, special or consequential loss.
- G1.8 Unless otherwise specified by the Authority, the Supplier shall, with effect from the Commencement Date for such period as necessary to enable the Supplier to comply with its obligations herein, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract including:
- (a) if required by the Authority, appropriate, professional indemnity insurance in the sum of not less than REDATED – UNDER FOAI SECTION S(2) 40 for any advice given by the Supplier to the Authority;
 - (b) cover for death or personal injury, loss of or damage to property or any other loss; and
 - (c) employer's liability insurance in respect of Staff.
- G1.9 Such insurance policies shall be maintained for the duration of the Term and for a minimum of 6 years following the end of the Term.
- G1.10 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- G1.11 If the Supplier does not have and maintain the insurances required by the Contract, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

G1.12 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.

G1.13 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any insurance policy in which the Supplier is an insured, a co-insured or additional insured person.

G2 Warranties and Representations

G2.1 The Supplier warrants and represents on the Commencement Date and for the Term that:

- (a) it has full capacity and authority and all necessary consents to enter into and perform the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
- (b) in entering the Contract, it has not committed any fraud;
- (c) as at the Commencement Date, all information contained in the Tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and in addition, that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information to be false or misleading;
- (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have an adverse effect on its ability to perform its obligations under the Contract;
- (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
- (g) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (h) any person engaged by the Supplier shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (i) in the 3 years (or period of existence if the Supplier has not been in existence for 3 years) prior to the date of the Contract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted

accounting principles that apply to it in any country where it files accounts;

- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract;
- (j) it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform its obligations under the Contract; and
- (k) it has notified the Authority in writing of any Occasions of Tax Non-Compliance and any litigation in which it is involved that is in connection with any Occasion of Tax Non-Compliance.

G2.2 The Supplier confirms that in entering into the Contract it is not relying on any statements, warranties or representations given or made (whether negligently or innocently or whether express or implied), or any acts or omissions by or on behalf of the Authority in connection with the subject matter of the Contract except those expressly set out in the Contract and the Supplier hereby waives and releases the Authority in respect thereof absolutely.

G3 Tax Compliance

G3.1 If, during the Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:

- (a) notify the Authority in writing of such fact within 5 Working Days of its occurrence; and
- (b) promptly give the Authority:
 - (i) details of the steps it is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors it considers relevant; and
 - (ii) such other information in relation to the Occasion of Tax Non-Compliance as the Authority may reasonably require.

G3.2 If the Supplier or any Staff are liable to be taxed in the UK or to pay NICs in respect of consideration received under the Contract, the Supplier shall:

- (a) at all times comply with ITEPA and all other statutes and regulations relating to income tax, and SSCBA and all other statutes and regulations relating to NICs, in respect of that consideration; and
- (b) indemnify the Authority against any income tax, NICs and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Staff.

H DEFAULT, DISRUPTION AND TERMINATION

H1 Insolvency and Change of Control

H1.1 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a company and in respect of the Supplier:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation);
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets;
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given;
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) any event similar to those listed in H1.1 (a) to (f) occurs under the law of any other jurisdiction.

H1.2 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is an individual and:

- (a) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors;
- (b) a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy;
- (c) a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets;
- (d) he is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986;
- (e) a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued

against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;

- (f) he dies or is adjudged incapable of managing his affairs within the meaning of section 2 of the Mental Capacity Act 2005;
 - (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business; or
 - (h) any event similar to those listed in clauses H1.2 (a) to (g) occurs under the law of any other jurisdiction.
- H1.3 The Supplier shall notify the Authority immediately following a merger, take-over, change of control, change of name or status including where the Supplier undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 ("**Change of Control**"). The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier within 6 Months of:
- (a) being notified that a Change of Control has occurred; or
 - (b) where no notification has been made, the date that the Authority becomes aware of the Change of Control

but is not permitted to terminate where Approval was granted prior to the Change of Control.

- H1.4 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a partnership and:
- (a) a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors; or
 - (b) a petition is presented for its winding up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
 - (c) a receiver, or similar officer is appointed over the whole or any part of its assets; or
 - (d) the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986 as applied and modified by the Insolvent Partnerships Order 1994; or
 - (e) any of the following occurs in relation to any of its partners:
 - (i) an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, his creditors;
 - (ii) a petition is presented for his bankruptcy; or
 - (iii) a receiver, or similar officer is appointed over the whole or any part of his assets;

- (iv) any event similar to those listed in clauses H1.4 (a) to (e) occurs under the law of any other jurisdiction.

H1.5 The Authority may terminate the Contract with immediate effect by notice and without compensation to the Supplier if the Supplier is a limited liability partnership and:

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or a proposal is made for any other composition, scheme or arrangement with, or assignment for the benefit of, its creditors;
- (b) an application is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given within Part II of the Insolvency Act 1986;
- (c) any step is taken with a view to it being determined that it be wound up (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation) within Part IV of the Insolvency Act 1986;
- (d) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator within Part IV of the Insolvency Act 1986;
- (e) a receiver, or similar officer is appointed over the whole or any part of its assets;
- (f) it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (g) any event similar to those listed in clauses H1.5 (a) to (e) occurs under the law of any other jurisdiction.

H1.6 References to the Insolvency Act 1986 in clause H1.5H1.5(a) are references to that Act as applied under the Limited Liability Partnerships Act 2000 subordinate legislation.

H2 Default

H2.1 The Authority may terminate the Contract with immediate effect by notice if the Supplier commits a Default and:

- (a) the Supplier has not remedied the Default to the satisfaction of the Authority within 20 Working Days or such other period as may be specified by the Authority, after issue of a notice specifying the Default and requesting it to be remedied;
- (b) the Default is not, in the opinion of the Authority, capable of remedy; or
- (c) the Default is a Material Breach.

H2.2 If, through any Default of the Supplier, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Supplier is liable for the cost of reconstitution of that data and shall reimburse the Authority in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

- H2.3 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall give notice to the Authority of its failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such notice, the Supplier may terminate the Contract with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Authority exercising its rights under clause C2.1 or to a Force Majeure Event.

H3 Termination on Notice

The Authority may terminate the Contract at any time by giving 90 days' notice to the Supplier.

H4 Other Grounds

- H4.1 The Authority may terminate the Contract if:

- (a) the Contract has been subject to a substantial modification which requires a new procurement procedure pursuant to regulation 72(9) of the Regulations;
- (b) the Supplier was, at the time the Contract was awarded, in one of the situations specified in regulation 57(1) of the Regulations, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure which resulted in its award of the Contract; or
- (c) the Supplier has not, in performing the Services, complied with its legal obligations in respect of environmental, social or labour law.

H5 Consequences of Expiry or Termination

- H5.1 If the Authority terminates the Contract under clause H2 and makes other arrangements for the supply of the Services the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Term.
- H5.2 If the Contract is terminated under clause H2 the Authority shall make no further payments to the Supplier (for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under this clause H5.
- H5.3 If the Authority terminates the Contract under clauses H3 or H4 the Authority shall make no further payments to the Supplier except for Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority.
- H5.4 Save as otherwise expressly provided in the Contract:
- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract prejudices the right of either Party to recover any amount outstanding at such termination or expiry; and
 - (b) termination of the Contract does not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses C2 (Payment and VAT),

C3 (Recovery of Sums Due), D2 (Data Protection and Privacy), D3 (Official Secrets Acts and Finance Act), D4 (Confidential Information), D5 (Freedom of Information), E1 (Intellectual Property Rights), F5 (Audit), G1 (Liability, Indemnity and Insurance), H5 (Consequences of Expiry or Termination), H7 (Recovery), H8 (Retendering and Handover), H9 (Exit Management), H10 (Knowledge Retention), I6 (Remedies Cumulative), I12 (Governing Law and Jurisdiction) and paragraph 9 of Schedule 5 .

H6 Disruption

- H6.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Authority, its employees or any other contractor employed by the Authority.
- H6.2 The Supplier shall immediately inform the Authority of any actual or potential industrial action, whether such action be by its own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H6.3 If there is industrial action by Staff, the Supplier shall seek Approval for its proposals to continue to perform its obligations under the Contract.
- H6.4 If the Supplier's proposals referred to in clause H6.3 are considered insufficient or unacceptable by the Authority acting reasonably, the Contract may be terminated with immediate effect by the Authority.
- H6.5 If the Supplier is unable to deliver the Services owing to disruption of the Authority's normal business, the Supplier may request a reasonable allowance of time, and, in addition, the Authority will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

H7 Recovery

- H7.1 On termination of the Contract for any reason, the Supplier shall at its cost:
- (a) immediately return to the Authority all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or Sub-Contractors, which was obtained or produced in the course of providing the Services;
 - (b) immediately deliver to the Authority all Property (including materials, documents, information and access keys) provided to the Supplier in good working order;
 - (c) immediately vacate any Authority Premises occupied by the Supplier;
 - (d) assist and co-operate with the Authority to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
 - (e) promptly provide all information concerning the provision of the Services which may reasonably be requested by the Authority for the purposes of adequately understanding the manner in which the Services have been provided and/or for the purpose of allowing the Authority and/or the Replacement Supplier to conduct due diligence.

- H7.2 If the Supplier does not comply with clauses H7.1(a) and H7.1(b), the Authority may recover possession thereof and the Supplier grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its suppliers or Sub-Contractors where any such items may be held.

H8 Retendering and Handover

- H8.1 Within 21 days of being requested by the Authority, the Supplier shall provide, and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Authority to issue tender documents for the future provision of the Services.
- H8.2 The Authority shall take all necessary precautions to ensure that the information referred to in clause H8.1 is given only to potential providers who have qualified to tender for the future provision of the Services.
- H8.3 The Authority shall require that all potential providers treat the information in confidence; that they do not communicate it except to such persons within their organisation and to such extent as may be necessary for the purpose of preparing a response to an invitation to tender issued by the Authority; and that they shall not use it for any other purpose.
- H8.4 The Supplier indemnifies the Authority against any claim made against the Authority at any time by any person in respect of any liability incurred by the Authority arising from any deficiency or inaccuracy in information which the Supplier is required to provide under clause H8.1.
- H8.5 The Supplier shall allow access to the Premises in the presence of an authorised representative, to any person representing any potential provider whom the Authority has selected to tender for the future provision of the Services.
- H8.6 If access is required to the Supplier's Premises for the purposes of clause H8.5, the Authority shall give the Supplier 7 days' notice of a proposed visit together with a list showing the names of all persons who will be visiting. Their attendance shall be subject to compliance with the Supplier's security procedures, subject to such compliance not being in conflict with the objectives of the visit.
- H8.7 The Supplier shall co-operate fully with the Authority during any handover at the end of the Contract. This co-operation includes allowing full access to, and providing copies of, all documents, reports, summaries and any other information necessary in order to achieve an effective transition without disruption to routine operational requirements.
- H8.8 Within 10 Working Days of being requested by the Authority, the Supplier shall transfer to the Authority, or any person designated by the Authority, free of charge, all computerised filing, recording, documentation, planning and drawing held on software and utilised in the provision of the Services. The transfer shall be made in a fully indexed and catalogued disk format, to operate on a proprietary software package identical to that used by the Authority.

H9 Exit Management

- H9.1 On termination of the Contract the Supplier shall render reasonable assistance to the Authority to the extent necessary to effect an orderly assumption by a Replacement Supplier in accordance with the procedure set out in clauses H9.2 to H9.5.

- H9.2 If the Authority requires a continuation of all or any of the Services on expiry or termination of the Contract, either by performing them itself or by engaging a third party to perform them, the Supplier shall co-operate fully with the Authority and any such third party and shall take all reasonable steps to ensure the timely and effective transfer of the Services without disruption to routine operational requirements.
- H9.3 The following commercial approach shall apply to the transfer of the Services if the Supplier:
- (a) does not have to use resources in addition to those normally used to deliver the Services prior to termination or expiry, there shall be no change to the Price; or
 - (b) reasonably incurs additional costs, the Parties shall agree a Change to the Price based on the Supplier's rates either set out in Schedule 2 or forming the basis for the Price.
- H9.4 When requested to do so by the Authority, the Supplier shall deliver to the Authority details of all licences for software used in the provision of the Services including the software licence agreements.
- H9.5 Within one Month of receiving the software licence information described in clause H9.4, the Authority shall notify the Supplier of the licences it wishes to be transferred and the Supplier shall provide for the approval of the Authority a plan for licence transfer.

H10 Knowledge Retention

The Supplier shall co-operate fully with the Authority in order to enable an efficient and detailed knowledge transfer from the Supplier to the Authority on the completion or earlier termination of the Contract and in addition, to minimise any disruption to routine operational requirements. To facilitate this transfer, the Supplier shall provide the Authority free of charge with full access to its Staff, and in addition, copies of all documents, reports, summaries and any other information requested by the Authority. The Supplier shall comply with the Authority's request for information no later than 15 Working Days from the date that that request was made.

I GENERAL

I1 Dispute Resolution

- I1.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the finance director of the Supplier and the commercial director of the Authority.
- I1.2 Nothing in this dispute resolution procedure prevents the Parties seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- I1.3 If the dispute cannot be resolved by the Parties pursuant to clause I1.1 either Party may refer it to mediation pursuant to the procedure set out in clause I1.5.

- 11.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.
- 11.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement of the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;
 - (b) the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations. If appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure;
 - (c) unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings;
 - (d) if the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
 - (e) failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
 - (f) if the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts unless the dispute is referred to arbitration pursuant to the procedures set out in clause 11.6.
- 11.6 Subject to clause 11.2, the Parties shall not start court proceedings until the procedures set out in clauses 11.1 and 11.3 have been completed save that:
- (a) the Authority may at any time before court proceedings are commenced, serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 11.7;
 - (b) if the Supplier intends to commence court proceedings, it shall serve notice on the Authority of its intentions and the Authority has 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 11.7; and
 - (c) the Supplier may request by notice to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 11.7, to which the Authority may consent as it sees fit.

11.7 If any arbitration proceedings are commenced pursuant to clause 11.6:

- (a) the arbitration is governed by the Arbitration Act 1996 and the Authority shall give a notice of arbitration to the Supplier (the “**Arbitration Notice**”) stating:
 - (i) that the dispute is referred to arbitration; and
 - (ii) providing details of the issues to be resolved;
- (b) the London Court of International Arbitration (“**LCIA**”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with 11.7(b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator is binding on the Parties in the absence of any material failure to comply with such rules;
- (c) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (d) if the Parties fail to agree the appointment of the arbitrator within 10 days of the Arbitration Notice being issued by the Authority under clause 11.7(a) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
- (e) the arbitration proceedings shall take place in London and in the English language; and
- (f) the arbitration proceedings shall be governed by, and interpreted in accordance with, English Law.

I2 Force Majeure

- 12.1 Subject to this clause 11.2, a Party may claim relief under this clause 12 from liability for failure to meet its obligations under the Contract for as long as and only to the extent that the performance of those obligations is directly affected by a Force Majeure Event. Any failure or delay by the Supplier in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier is regarded as due to a Force Majeure Event only if that agent, Sub-Contractor or supplier is itself impeded by a Force Majeure Event from complying with an obligation to the Supplier.
- 12.2 The Affected Party shall as soon as reasonably practicable issue a Force Majeure Notice, which shall include details of the Force Majeure Event, its effect on the obligations of the Affected Party and any action the Affected Party proposes to take to mitigate its effect.
- 12.3 If the Supplier is the Affected Party, it is not entitled to claim relief under this clause 12 to the extent that consequences of the relevant Force Majeure Event:
 - (a) are capable of being mitigated by any of the Services, but the Supplier has failed to do so; and/or
 - (b) should have been foreseen and prevented or avoided by a prudent provider of services similar to the Services, operating to the standards required by the Contract.

- 12.4 Subject to clause 12.5, as soon as practicable after the Affected Party issues the Force Majeure Notice, and at regular intervals thereafter, the Parties shall consult in good faith and use reasonable endeavours to agree any steps to be taken and an appropriate timetable in which those steps should be taken, to enable continued provision of the Services affected by the Force Majeure Event.
- 12.5 The Parties shall at all times following the occurrence of a Force Majeure Event and during its subsistence use their respective reasonable endeavours to prevent and mitigate the effects of the Force Majeure Event. Where the Supplier is the Affected Party, it shall take all steps in accordance with Good Industry Practice to overcome or minimise the consequences of the Force Majeure Event.
- 12.6 If, as a result of a Force Majeure Event:
- (a) an Affected Party fails to perform its obligations in accordance with the Contract, then during the continuance of the Force Majeure Event:
 - (i) the other Party is not entitled to exercise its rights to terminate the Contract in whole or in part as a result of such failure pursuant to clause H2.1 or H2.3; and
 - (ii) neither Party is liable for any Default arising as a result of such failure;
 - (b) the Supplier fails to perform its obligations in accordance with the Contract it is entitled to receive payment of the Price (or a proportional payment of it) only to the extent that the Services (or part of the Services) continue to be performed in accordance with the Contract during the occurrence of the Force Majeure Event.
- 12.7 The Affected Party shall notify the other Party as soon as practicable after the Force Majeure Event ceases or no longer causes the Affected Party to be unable to comply with its obligations under the Contract.
- 12.8 Relief from liability for the Affected Party under this clause 12 ends as soon as the Force Majeure Event no longer causes the Affected Party to be unable to comply with its obligations under the Contract and is not dependent on the serving of a notice under clause 12.7.

I3 Notices and Communications

- 13.1 Subject to clause 13.3, where the Contract states that a notice or communication between the Parties must be “written” or “in writing” it is not valid unless it is made by letter (sent by hand, first class post, recorded delivery or special delivery) or by email or by communication via Bravo.
- 13.2 If it is not returned as undelivered a notice served in:
- (a) a letter is deemed to have been received 2 Working Days after the day it was sent; and
 - (b) an email is deemed to have been received 4 hours after the time it was sent provided it was sent on a Working Day
- or when the other Party acknowledges receipt, whichever is the earlier.

13.3 Notices pursuant to clauses I1, I2 or I7 or to terminate the Contract or any part of the Services are valid only if served in a letter by hand, recorded delivery or special delivery.

13.4 Notices shall be sent to the addresses set out below or at such other address as the relevant Party may give notice to the other Party for the purpose of service of notices under the Contract:

(a) For the Authority:

Contact Name: REDATED – UNDER FOAI SECTION S(2) 40

Address: REDATED – UNDER FOAI SECTION S(2) 40

Email: REDATED – UNDER FOAI SECTION S(2) 40

(b) For the Supplier:

Contact Name: REDATED – UNDER FOAI SECTION S(2) 40

Address: REDATED – UNDER FOAI SECTION S(2) 40

Email: REDATED – UNDER FOAI SECTION S(2) 40

I4 Conflicts of Interest

14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The Supplier will notify the Authority immediately giving full particulars of any such conflict of interest which may arise.

14.2 The Authority may terminate the Contract immediately by notice and/or take or require the Supplier to take such other steps it deems necessary if, in the Authority's reasonable opinion, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the Contract. The actions of the Authority pursuant to this clause I4 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

I5 Rights of Third Parties

15.1 Clauses B10.5 and E1.3 confer benefits on persons named in them (together "**Third Party Provisions**") and each person a "**Third Party Beneficiary**") other than the Parties and are intended to be enforceable by Third Party Beneficiaries by virtue of the Contracts (Rights of Third Parties) Act 1999 ("**CRTPA**").

15.2 Subject to clause I5.1, a person who is not a Party has no right under the CRTPA to enforce the Contract but this does not affect any right or remedy of any person which

exists or is available otherwise than pursuant to the CRTPA and does not apply to the Crown.

- 15.3 No Third-Party Beneficiary may enforce or take steps to enforce any Third-Party Provision without Approval.
- 15.4 Any amendments to the Contract may be made by the Parties without the consent of any Third-Party Beneficiary.

I6 Remedies Cumulative

Except as expressly provided in the Contract all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy are not an election of such remedy to the exclusion of other remedies.

I7 Waiver

- 17.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy do not constitute a waiver of that right or remedy and do not cause a diminution of the obligations established by the Contract.
- 17.2 No waiver is effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause I3(Notices and Communications).
- 17.3 A waiver of any right or remedy arising from a breach of the Contract does not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

I8 Severability

If any part of the Contract which is not of a fundamental nature is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such part shall be severed and the remainder of the Contract shall continue in full effect as if the Contract had been executed with the invalid, illegal or unenforceable part eliminated.

I9 Entire Agreement

The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

I10 Change in Law

- 110.1 The Supplier is neither relieved of its obligations to supply the Services in accordance with the terms and conditions of the Contract nor entitled to an increase in the Price as the result of:
 - (a) a General Change in Law; or

- (b) a Specific Change in Law where the effect of that Specific Change in Law on the Services is reasonably foreseeable at the Commencement Date.
- I10.2 If a Specific Change in Law occurs or will occur during the Term (other than as referred to in clause I10.1(b)), the Supplier shall:
- (a) notify the Authority as soon as reasonably practicable of the likely effects of that change, including whether any:
 - (i) Change is required to the Services, the Price or the Contract; and
 - (ii) relief from compliance with the Supplier's obligations is required; and
 - (b) provide the Authority with evidence:
 - (i) that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-Contractors; and
 - (ii) as to how the Specific Change in Law has affected the cost of providing the Services.
- I10.3 Any variation in the Price or relief from the Supplier's obligations resulting from a Specific Change in Law (other than as referred to in clause I10.1(b)) shall be implemented in accordance with clause F4.

I11 Counterparts

The Contract may be executed in counterparts, each of which when executed and delivered constitute an original but all counterparts together constitute one and the same instrument.

I12 Governing Law and Jurisdiction

Subject to clause I1 (Dispute Resolution) the Contract, including any matters arising out of or in connection with it, are governed by and interpreted in accordance with English Law and are subject to the jurisdiction of the Courts of England and Wales. The submission to such jurisdiction does not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction, and the taking of proceedings in any other court of competent jurisdiction does not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

Schedule 1 SPECIFICATION

1 Summary of Requirements

- 1.1 This Schedule 1 sets out a description of the Services to be provided by the Supplier.
- 1.2 The Authority currently operates 13 Judges Lodges in England and Wales collectively known as the 'Premises'. The Services are provided to a minimum of 2 Judges and a maximum of 5 Judges and a minimum of 2 Clerks and a maximum of 5 Clerks at each of the Premises.
- 1.3 The Premises are located in Birmingham, Bristol, Cardiff, Chester, Leeds, Liverpool, Manchester, Newcastle, Nottingham, Preston, Sheffield, Swansea and Winchester.
- 1.4 The Services will include three (3) meals a day and a provision of snacks. As a minimum, one of these meals must contain a substantial hot plate/meal option. The Supplier is responsible for menu planning (with due consideration to Authority input, religious beliefs and ethics and Authority policies), preparation, distribution and ordering of food.
- 1.5 Chefs are required to work no more than 40 hours per week. Breakfast service (Monday to Friday) is from 6.30am to 9.30am. Dinner Service (Monday to Thursday) is from 4.15pm to 10.30pm. The chef may also be required to provide the Services on Sunday Evening and/or Friday Afternoon. If 40 hours is not completed due to the Authority not requiring the Services, the Authority will still pay for the full 40 hours. If the chef is not required for the full week the Authority may ask for them to travel and complete their hours at another Premise at the Authorities expense. The Authority is to pay for travel expenses for the journey home at the start of the week and back at the end of the week along with any shopping journeys a chef may take. Mileage is paid at 40p per mile. If a chef were to choose to return home midweek it will be at the Suppliers expense. The Supplier will invoice the Authority for the Price (including travel expenses) in accordance with the Contract.
- 1.6 The Supplier is required to comply with the mandatory requirements of the Government Buying Standards (GBS) for Food and Catering Services and are encouraged to meet the best practice criteria of the GBS for food and catering services.
- 1.7 The Services will be performed to the standards set out above and to the Service Requirements (set out in Appendix 1). If any of the Service Requirements are not met the Authority shall have the option to remove the Chef from the Premises.
- 1.8 The Services include, but are not limited to, the following:
 - 1.8.1 deliver a high-quality Service to members of the Judiciary, in an economic manner;

- 1.8.2 accompany the Lodging Manager to purchase the required food for the week. Usually this occurs twice a week (on Monday's and Wednesday's) but there may be a requirement to go more frequently. Travel with the Lodging Manager and purchase items required for the menu designed by chef. If the chef chooses to drive, the mileage will be paid at £0.40p per mile. This must be pre-approved by the Lodging Manager. Payment for items will be the responsibility of the Authority. Anything required to be purchased over the weekend must be advised to the Lodging Manager before the chef leaves on Friday. For the avoidance of doubt, the purchase of this food will be undertaken by the Authority on a Government Procurement Card (GPC) not by the chef;
- 1.8.3 ensure high standards in the preparation, presentation and serving of meals;
- 1.8.4 develop and maintain good relations and communications with the Judiciary, Judges Lodgings staff, visitors to the Premises and other stakeholders;
- 1.8.5 ensure high standards of hygiene and cleanliness are maintained and that all equipment is properly used and maintained in good repair;
- 1.8.6 efficient management of labour, overheads, food and consumables.

2 Scope

- 2.1 The Supplier shall provide a full catering service for members of the Judiciary, as identified in the Specification.
- 2.2 The description of the Services are intended to give the Supplier an indication of the type and volume of service currently envisaged. The Supplier will co-operate with the Authority to provide the Services and to continue to develop and improve the Services.
- 2.3 If the Services are required at a given Premise, work will be guaranteed for 40 hours that week. Cancellation for the following week must be communicated to the Supplier by midday on the previous Thursday. If cancellation is provided later than this, the following week is billable for that Premise.
- 2.4 Overnight accommodation can be provided to Chefs' if required (Excluding Cardiff). If they wish to commute daily this is at the Supplier's expense. Chefs will always be provided with a room for overnight accommodation. If the Premises is full a Judges Clerk will be rehoused to allow space for the chef.
- 2.5 The Authority does not make any guarantees regarding the volume of Services. It is possible that the Services may not be required at the Premises.

2.6 This Contract will not include:

2.6.1 the purchase/maintenance of catering equipment;

2.6.2 the purchase of food and beverages; or

2.6.3 the purchase or serving of alcohol.

3 Provision

- 3.1 The Service includes providing meals for members of the Judiciary and Clerks on weekdays for weeks throughout the year when Judges are sitting, as dictated by parliament.
- 3.2 Judicial catering facilities shall be available for use by the Supplier as outlined within this specification.. The Supplier shall also serve meals for the Judiciary out of service hours upon request, this may include the provision of plated meals (due, for example, to late arrivals from court).
- 3.3 It shall be the responsibility of the Supplier to achieve a fast and efficient service. The Supplier shall cook the food on the Premises and deliver and serve the food.
- 3.4 The Supplier shall deliver and operate successfully within the identified constraints of cost, space, facilities, health and security.
- 3.5 The Authority may at any time explore and implement innovative changes to the Service with the Supplier. The Supplier is encouraged to explore and suggest innovative improvements to the Service.
- 3.6 For the avoidance of doubt, the Authority shall, at its own cost, provide the food preparation facilities along with suitable access to heavy equipment, heat, light, power, fuel, water, waste disposal and ventilation.. Access will be granted to the Supplier in a non-exclusive manner.
- 3.7 The Supplier will ensure that preopen cleaning and sanitising is undertaken so that the preparation area is ready for service.
- 3.8 The Supplier will ensure that Breakfast and Lunches are prepared for all stakeholders staying at the Premise based on orders or any likes and dislike letters.
- 3.9 The Supplier will ensure that dishes, surfaces, and fridges are cleaned after each service. Please see cleaning sheets for requirements (Appendix 2).
- 3.10 The Supplier will ensure that all paperwork (Menus, HACCP, Temperatures, and cleaning records) is completed.
- 3.11 The Supplier will ensure that there is a sufficient amount of afternoon tea products available for when stakeholders return in the afternoon.
- 3.12 The Supplier shall ensure that preopening cleaning and sanitising are undertaken.
- 3.13 The Supplier shall ensure that lunches are prepared for the following day if required.
- 3.14 The Supplier shall ensure that the menu is designed for each relevant evening for the Judges and Judges Clerks (This should include, 2 or 3 Courses for usual service and 4 courses for dinner parties).
- 3.15 The Supplier shall ensure that all surfaces, equipment, and dishes in kitchen are cleaned. (Please see cleaning sheets for sites for required actions, see Appendix 2).
- 3.16 The Supplier shall ensure that all paperwork (required to be completed as part of the Service) is completed as necessary.

- 3.17 The Supplier shall ensure that all ingredients are ready for the breakfast service (i.e., items requiring defrosting are defrosted overnight in the fridge).
- 3.18 If the contracted chef is not able to work, they must communicate this to the Authority and the Supplier before the start of that day's shift. The Supplier will be responsible for the replacement of this person. If they are unable to provide a replacement, they must pay any additional staffing costs incurred by the Authority to replace the contracted chef. If the contracted chef does not want to undertake any of the Services they must communicate this to the Supplier and the Authority must be advised of this, no later than Thursday 12.00pm of the week before the Services are due to be undertaken.

4 Stock Management

- 4.1 The Supplier shall ensure goods are stored securely and correctly in conditions appropriate to their specific food type and packaging until they are required. Care shall be taken to ensure no cross contamination occurs.
- 4.2 The Supplier shall assume responsibility for managing and maintaining stock levels such that meals may be supplied in the event of an emergency e.g., lockdown resulting in no food delivery.
- 4.3 The Supplier shall ensure that all food is date checked each day.
- 4.4 The Supplier shall ensure that any items stored are date dotted based on the Authority Policy (Food Safety and Hygiene (England) Regulations 2013(<https://www.legislation.gov.uk/ukxi/2013/2996/contents/made>)). Any items that have expired or are damaged shall be binned. The Supplier shall advise the Authority of all binned items.
- 4.5 Cleaning chemicals and kitchen supplies will be provided by the Authority and all COSHH will be available in the kitchen of the Premise.
- 4.6 The Supplier shall advise the Authority when cleaning chemicals and kitchen supplies become low so that replacement items can be ordered. All cleaning supplies provided by Lodging Managers.
- 4.7 The Supplier is responsible for the management of the stock level for kitchen supplies stock is purchased by the Lodging manager.

5 Meals

- 5.1 The Supplier shall ensure that a healthy balance shall be adopted in the use of food commodities. Seasonal and fresh product should be used in preference to frozen, tinned, dried or otherwise preserved foodstuffs; ready-made meals should not be used.
- 5.2 The Supplier shall ensure that a menu is prepared based on the criteria set out by the Judges and Clerks requirements and within the budget set by the Authority. This includes taking into account allergens, religious requirements and preferences. The menu must be completed by the first working morning each week that the Service is provided. If a dinner party menu is required, the Supplier shall ensure that at least 4 options for each course are available for stakeholders to choose from. Buffet party/afternoon tea party menus must be designed in advance for stakeholders to choose from.

6 Quality Standards

- 6.1 The Supplier must ensure that chefs have: (a) proven experience of Head Chef Experience, qualified in catering at City and Guilds or above; (b) have a valid Food Hygiene Certificate at Level 3. (The Authority is not responsible for any certification or retraining costs.) and (c) must have a valid DBS Check and have it renewed every three years.
- 6.2 Any drug or violent conduct by the Supplier's staff at the Premise will automatically lead to the cancellation of the booking and it will not be chargeable to the Authority.
- 6.3 The Supplier shall ensure that its staff do not consume alcohol during working hours and all of the Supplier's staff must be in a fit condition to undertake the Services. The Supplier shall ensure that their staff are undertake their duties in a professional manner.
- 6.4 The Supplier shall ensure that chef whites, hat and aprons are in a clean and presentable condition. Chef whites, hat and aprons must be provided by the chef. Laundry facilities are available for chef to use. Knives are to be provided by the Supplier and / or the chef. The Supplier shall ensure that the chef sharpens his / her knives and that they are in a suitable condition for use at the Premise. Any replacements or maintenance of the equipment is the responsibility of the agency or chef.
- 6.5 The Supplier shall ensure that the chef reports any damaged catering equipment to the Authority. The Authority is responsible for the cost of maintenance of the catering equipment. However, any damage caused by the chef from misuse or negligence will be the cost of the Supplier.

7 Authority Requirements

7.1 Government Initiatives

- 7.1.1 The Authority is responsible in part for delivering wider Government Sector and Public Health initiatives. Crown Commercial Service (CCS), Department of Health (DoH), Public Health England (PHE), Food Standards Agency (FSA) and Department for Environment, Food and Rural Affairs (DEFRA) all work towards delivering the Governments 'Public Health Agenda'. A significant contributor to the successful delivery of these initiatives is the work of the Public Sector Food Procurement Initiative (PSFPI) which support the Governments paper 'Food Matter: Towards a Strategy for the 21st Century'.
- 7.1.2 The PSFPI is a key part of the delivery strategy by promoting the use of fresh, seasonal and nutritious ingredients, while at the same time encouraging more consumption of organic, farm assured products and fish from sustainable sources. The PSFPI also covers environmental and waste issues. Re-usable packaging, controlling energy and water use, reducing waste by serving quality food and using recyclable materials as well as efficient disposal of waste are a key element of the proposals. More information can be obtained on the DEFRA website.
- 7.1.3 The 'Choosing Health' White Paper was published in November 2004. This paper identified six key priority areas; the priority pertinent to this specification is 'Tackling obesity'. More information can be obtained on the Department of Health website.

- 7.1.4 The Supplier shall work with the Authority to deliver catering in accordance with Government Initiatives relevant to this Contract including those identified above.

Schedule 2 PRICES AND INVOICING

Part 1

1. **Price** In respect of the Services, the Authority shall pay the Supplier the rate of REDATED – UNDER FOIA SECTION S(2) 43 per hour (REDATED – UNDER FOIA SECTION S(2) 43 based on 40 hours per week) for a maximum of 41 weeks per year. For the avoidance of doubt, there is no minimum commitment from the Authority, who can request the Chef services from the Supplier as and when required at the agreed rate of REDATED – UNDER FOIA SECTION S(2) 43 per hour per Chef. Where the Authority requests Services for a week and the Authority no longer require Services for the full week the Authority will commit to paying the full 40 hours at the agreed charge of REDATED – UNDER FOIA SECTION S(2) 43. If the Supplier cancels part of the scheduled week the Authority will pay the Supplier for the hours worked at the agreed rate of REDATED – UNDER FOIA SECTION S(2) 43 per hour. If the supplier is unable to provide a replacement Chef to complete the scheduled week the supplier must pay any additional staffing costs incurred by the Authority to replace the contracted chef.
2. The Supplier will submit to the Authority an invoice for such amount on the first day of each Month and the Authority will pay each such invoice within thirty (30) days of the applicable invoice date in accordance with clause C.1 of this Contract and this Schedule 2.
3. Notwithstanding clause I10 and clause F4, three months prior to the first anniversary of the Commencement Date and on each anniversary thereafter, the Authority and the Supplier shall meet to review the Price.
4. The sole purpose of the review shall be to review whether the Price is sustainable for the Supplier.
5. The Supplier shall provide evidence where the Supplier requires an increase to the Price above the agreed cost. Such evidence shall be based on the indices published by the UK Office of National Statistics, (on the anniversary of the Commencement Date) which shall be for labour costs the Average Weekly Earnings EARN03 (K54K). For the avoidance of doubt, the Authority shall not accept any Price increases that are above the level of the aforementioned indices. Further, any Price increases shall be applied to the labour only and shall not be applied to profit).
6. The Parties shall follow the process as outlined in F4 “Change” where any changes to the Price are proposed following this review meeting.
7. Any ad hoc catering services will be provided on the Authority’s request for an additional charge to be agreed between the Supplier and the Authority. The Supplier will invoice the Authority for such items in arrears, and the Authority will pay such invoices in accordance with Clause C.1 of this Contract.

Schedule 3 **CHANGE CONTROL**

Change Request Form

(For completion by the Party requesting the Change)

Contract Title:	Party requesting Change:
Name of Supplier:	
Change Request Number:	Proposed Change implementation date:
Full description of requested Change (including proposed changes to wording of the Contract where possible):	
Reasons for requested Change:	
Effect of requested Change	
Assumptions, dependencies, risks and mitigation (if any):	
Change Request Form prepared by (name):	
Signature:	
Date of Change Request:	

Contract Change Notice (“CCN”)

(For completion by the Authority once the Change has been agreed in principle by both Parties. Changes do not become effective until this form has been signed by both Parties.)

Contract Title:		Change requested by:	
Name of Supplier:			
Change Number:			
Date on which Change takes effect:			
Contract between: The Secretary of State for Justice and Chefs Jobs UK Limited			
It is agreed that the Contract is amended, in accordance with Regulation 72 of the Public Contracts Regulations 2015, as follows: [Insert details of the variation (including any change to the Price and deliverables/obligations) based on the information provided in the Change Request Form and any subsequent discussions/negotiations, cross referencing the wording of the original Contract, as previously changed (if applicable), where possible] Where significant changes have been made to the Contract, information previously published on Contracts Finder will be updated.			
Words and expressions in this CCN shall have the meanings given to them in the Contract. The Contract, including any previous CCNs, shall remain effective and unaltered except as amended by this CCN.			
Signed for and on behalf of the Secretary of State for Justice		Signed for and on behalf of Chefs Jobs UK Limited	
Signature		Signature	
Name		Name	
Title		Title	
Date		Date	

Schedule 4 **COMMERCIALLY SENSITIVE INFORMATION**

- 1 Without prejudice to the Authority's general obligation of confidentiality, the Parties acknowledge that the Authority may have to disclose Information in or relating to the Contract following a Request for Information pursuant to clause D5 (Freedom of Information).
- 2 In this Schedule 4 the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be contrary to the public interest.
- 3 Where possible the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule 4 applies.
- 4 Without prejudice to the Authority's obligation to disclose Information in accordance with the FOIA and the EIR, the Authority will, acting reasonably but in its sole discretion, seek to apply the commercial interest's exemption set out in s.43 of the FOIA to the Information listed below.

SUPPLIER'S COMMERCIALLY SENSITIVE INFORMATION	DATE	DURATION CONFIDENTIALITY OF
Price information under Schedule 2	Insert contract signature date	Signature date + 10 years

Third Party Software comprises the following:

Schedule 5 STATUTORY OBLIGATIONS AND CORPORATE SOCIAL RESPONSIBILITY

1 What the Authority expects from the Supplier

- 1.1 Her Majesty's Government's Supplier Code of Conduct (the "**Code**") sets out the standards and behaviours expected of suppliers who work with government. The Code can be found online at:

[Supplier Code of Conduct - v2 \(publishing.service.gov.uk\)](https://publishing.service.gov.uk)

- 1.1 The Supplier shall, and shall procure that its Sub-Contractors shall:

- 1.1.1 comply with its legal obligations, in particular those in Part 1 of this Schedule 5, and meet the standards set out in the Code as a minimum; and
- 1.1.2 use reasonable endeavours to comply with the standards in Part 2 of this Schedule 5.

PART 1 Statutory Obligations

2 Equality and Accessibility

- 2.1 The Supplier shall:

- (a) perform its obligations under the Contract in accordance with:
 - i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy maternity or otherwise);
 - ii) the Authority's equality, diversity and inclusion policy as given to the Supplier from time to time; and
 - iii) any other requirements and instructions which the Authority reasonably imposes regarding any equality obligations imposed on the Authority at any time under applicable equality law
- (b) take all necessary steps and inform the Authority of the steps taken to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation).

3 Modern Slavery

- 3.1 The Supplier shall:

- (a) not use, or allow Sub-Contractors to use, forced, bonded or involuntary labour;

- (b) not require any Staff to lodge deposits or identity papers with their employer;
- (c) allow, and ensure that any Sub-Contractors allow, Staff to leave their employer after reasonable notice;
- (d) make reasonable enquiries to ensure that its Staff and Sub-Contractors have not been convicted of slavery or human trafficking offences anywhere in the world;
- (e) have and maintain throughout the Term its own policies and procedures to ensure its compliance with the MSA and include in its Sub-Contracts anti-slavery and human trafficking provisions;
- (f) not use, or allow its Staff to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its Staff and Sub-Contractors;
- (g) not use or allow to be used child or slave labour to be used by its Sub-Contractors;
- (h) if either Party identifies any occurrence of modern slavery in connection with the Contract, comply with the rectification process set out in clauses F2.4 to F2.6;
- (i) prepare and deliver to the Authority each year, an annual slavery and trafficking report setting out the steps it has taken to ensure that slavery and trafficking is not taking place in any of its supply chains or in any part of its business;
- (j) maintain a complete set of records to trace the supply chain of all Services provided to the Authority in connection with the Contract;
- (k) report the discovery or suspicion of any slavery or trafficking by it or its Sub-Contractors to the Authority and to the Modern Slavery Helpline and other relevant national or local law enforcement agencies; and
- (l) implement a system of training for its employees to ensure compliance with the MSA.

3.2 The Supplier represents, warrants and undertakes throughout the Term that:

- (a) it has not been convicted of any slavery or human trafficking offences anywhere in the world; and
- (b) to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offences anywhere in the world.

3.3 If the Supplier notifies the Authority pursuant to paragraph 3.1(i) of this Schedule 5, it shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit any books, records and/or any other relevant documentation in accordance with the Contract.

- 3.4 If the Supplier is in Default under paragraphs 3.1 or 3.2 of this Schedule 5 the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Sub-Contractor, Staff or other persons associated with it whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.

1 Income Security

- 4.1 The Supplier shall:
- (a) ensure that all pay and benefits paid for a standard working week meet, at least, national legal standards in the country of employment;
 - (b) provide all Staff with written and readily understandable information about their employment conditions in respect of pay before they enter employment and about their pay for the pay period concerned each time that they are paid;
 - (c) not make deductions from pay:
 - (i) as a disciplinary measure;
 - (ii) except where permitted by Law and the terms of the employment contract; and
 - (iii) without express permission of the person concerned
 - (d) record all disciplinary measures taken against Staff.

2 Working Hours

- 5.1 The Supplier shall ensure that:
- (a) the working hours of Staff comply with the Law, and any collective agreements;
 - (b) the working hours of Staff, excluding overtime, is defined by contract, do not exceed 48 hours per week unless the individual has agreed in writing, and that any such agreement is in accordance with the Law;
 - (c) overtime is used responsibly, considering:
 - (i) the extent;
 - (ii) frequency; and
 - (iii) hours worked;
 - (d) the total hours worked in any seven-day period shall not exceed 60 hours, except where covered by paragraph 5.1 (e);

- (e) working hours do not exceed 60 hours in any seven-day period unless:
 - (i) it is allowed by Law;
 - (ii) it is allowed by a collective agreement freely negotiated with a worker's organisation representing a significant portion of the workforce;
 - (iii) appropriate safeguards are taken to protect the workers' health and safety; and
 - (iv) the Supplier can demonstrate that exceptional circumstances apply such as during unexpected production peaks, accidents or emergencies;
- (f) all Supplier Staff are provided with at least:
 - (i) 1 day off in every 7-day period; or
 - (ii) where allowed by Law, 2 days off in every 14-day period.

6 Right to Work

6.1 The Supplier shall:

- (a) ensure that all Staff, are employed on the condition that they are permitted to work in the UK, and;
- (b) notify the authority immediately if an employee is not permitted to work in the UK.

7 Health and Safety

7.1 The Supplier shall perform its obligations under the Contract in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Authority's Health and Safety Policy while at the Authority's Premises.

7.2 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's Premises of which it becomes aware and which relate to or arise in connection with the performance of the Contract. The Supplier shall instruct Staff to adopt any necessary safety measures in order to manage the risk.

8 Welsh Language Requirements

8.1 The Supplier shall comply with the Welsh Language Act 1993 and the Welsh Language Scheme as if it were the Authority to the extent that the same relate to the provision of the Services.

9 Fraud and Bribery

9.1 The Supplier represents and warrants that neither it, nor to the best of its knowledge any Staff, have at any time prior to the Commencement Date:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act.

9.2 The Supplier shall not during the Term:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Authority or any of its employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

9.3 The Supplier shall, during the Term:

- (a) establish, maintain and enforce, and require that its Sub-Contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act;
- (b) have in place reasonable prevention measures (as defined in section 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Supplier do not commit tax evasion facilitation offences as defined under that Act;
- (c) keep appropriate records of its compliance with its obligations under paragraph 9.3 (a) and 9.3 (b) and make such records available to the Authority on request; and
- (d) take account of any guidance about preventing facilitation of tax evasion offences which may be published and updated in accordance with section 47 of the Criminal Finances Act 2017

9.4 The Supplier shall immediately notify the Authority in writing if it becomes aware of any breach of paragraphs 9.1 and/or 9.2, or has reason to believe that it has or any of the Staff have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any Government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in Government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of the Contract or otherwise suspects that any person directly or indirectly connected with the Contract has committed or attempted to commit a Prohibited Act.

- 9.5 If the Supplier notifies the Authority pursuant to paragraph 9.4, the Supplier shall respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to Audit any books, records and/or any other relevant documentation.
- 9.6 If the Supplier is in Default under paragraphs 9.1 and/or 9.2, the Authority may by notice:
- (a) require the Supplier to remove from performance of the Contract any Staff whose acts or omissions have caused the Default; or
 - (b) immediately terminate the Contract.
- 9.7 Any notice served by the Authority under paragraph 9.6 shall specify the nature of the Prohibited Act, the identity of the party who the Authority believes has committed the Prohibited Act and the action that the Authority has taken (including, where relevant, the date on which the Contract terminates).

PART 2 Corporate Social Responsibility

10 Zero Hours Contracts

- 10.1 Any reference to zero hours contracts, for the purposes of this Contract, means as they relate to employees or workers and not those who are genuinely self-employed and undertaking work on a zero-hour arrangement.
- 10.2 When offering zero hours contracts, the Supplier shall consider and be clear in its communications with its employees and workers about:
- (a) whether an individual is an employee or worker and what statutory and other rights they have;
 - (b) the process by which work will be offered and assurance that they are not obliged to accept work on every occasion; and
 - (c) how the individual's contract will terminate, for example, at the end of each work task or with notice given by either party.

11 Sustainability

- 11.1 The Supplier shall:
- (a) comply with the applicable Government Buying Standards;
 - (b) provide, from time to time, in a format reasonably required by the Authority, reports on the environmental effects of providing the Goods and Services;
 - (c) maintain ISO 14001 or BS 8555 or an equivalent standard intended to manage its environmental responsibilities; and
 - (b) perform its obligations under the Contract in a way that:

- (i) supports the Authority's achievement of the Greening Government Commitments;
- (ii) conserves energy, water, wood, paper and other resources;
- (iii) reduces waste and avoids the use of ozone depleting substances; and
- (iv) minimises the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

Schedule 6 DATA PROCESSING

- 1 The contact details of the Authority's Data Protection Officer are: data.compliance@justice.gov.uk **or** Data Protection Officer, 102 Petty France, London, SW1H 9AJ.
- 2 The contact details of the Supplier's Data Protection Officer are: N/A.
- 3 The Supplier shall comply with any further written instructions with respect to Processing by the Authority.
- 4 Any such further instructions shall be incorporated into this Schedule 6.

Description	Details
Subject matter of the processing	<i>The processing is needed in order to ensure that the Supplier can effectively deliver catering services at Judges Lodgings in England and Wales.</i>
Duration of the processing	<i>From the date of contract signature ([INSERT CONTRACT SIGNATURE DATE]) until the expiry of the contract (31.01.2027).</i>
Nature and purposes of the processing	The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) for purposes limited to the performance of the Suppliers' obligations under and in accordance with the terms of this Contract.
Type of Personal Data being Processed	Judicial information including; name, special diet information including medical report information and religious information.
Categories of Data Subject	<i>Staff data</i>
International Transfers and legal gateway	<i>[Explain where geographically personal data may be stored or accessed from. Explain the legal gateway you are relying on to export the data e.g., adequacy decision, EU SCCs, UK IDTA. Annex any SCCs or IDTA to this contract]</i>
Plan for return and destruction of the data once the processing is complete	The Suppliers will ensure that there is an effective policy to control access to computerised data and to prevent unauthorised access at all times. On termination of this contract, all relevant

<p>Unless requirement under union or member state law to preserve that type of data</p>	<p>documentation and records will be transferred back to the Customer or to any new provider of the services, which is applicable. Any such transfer of these records will be conducted in accordance with the requirements of the Data Protection Legislation.</p> <p>Notwithstanding the above, the Suppliers shall either return or destroy the Personal Data upon the expiration of the Contract (unless otherwise advised by the Customer).</p>
---	--

Execution

Signature page of the Contract which is duly executed by the Parties.

SIGNED for and on behalf of the Secretary of State for Justice

Signature:

Name (block capitals):

Position:

Date:

SIGNED for and on behalf of the Chefs Jobs UK Limited

Signature:

Name (block capitals):

Position:

Date:

Appendix 1 – Service Requirements



Chef Service Requirements

Description: Summary of the work to be undertaken by chefs that are engaged at Judges Lodgings to cater for Judges and Clerks during their stay. The management of the stocks, cleaning regimes and performance.

KPI number	Detail	Checked By:	Frequency	Communicate failings to
No 1.	Ensure that all menus are agreed with the managers by Monday midday to ensure effective communication between all stakeholders and the provisions are available efficiently. Ensure all dietary requirements are met and all provisions are within the budget provided for by the Lodgings manager.	Lodgings Manager	Weekly	Cluster Manager
No 2.	Ensure all paperwork is completed in relation to the temperatures, cleaning schedules, menu sheets and HACCP and provided to the manager or stored at the sites HACCP File.	Lodgings Manager	Daily	Cluster Manager
No 3.	Attend in time for service as agreed with the lodgings manager. Ensure all meals are prepared to agreed times. Lunch bags prepared for court or catered for at dinner time in lodgings.	Lodgings Manager	Daily	Cluster Manager
No 4.	Ensure the kitchen is maintained and cleaned to the levels required for a level 5 Food Standards Agency. This will need to be done daily and in accordance with the lodgings cleaning schedule. This includes all kitchen equipment fryers, ovens and grills.	Lodgings Manager	Pre-determined cleaning	Cluster Manager
No 5.	Ensure all food is labelled and restrictions are clearly marked to prevent food being out of date or incorrect allergens being provided.	Lodgings Manager	Daily	Cluster Manager
No 6.	Food to be cooked to the expected high standards of lodgings ensuring no complaints from judges and clerks that are staying at site.	Lodgings Manager	Daily	Cluster Manager
No 7.	Date checking of food to be done weekly to ensure that no spoilage occurs and protect all stakeholders staying at the lodgings.	Lodgings Manager	Weekly	Cluster Manager
No 8.	Attend shopping with the managers to ensure the quality of products is as required and that the chefs have sufficient items to provide to all guests staying in lodgings.	Lodgings Manager	Twice weekly	Cluster Manager
No 9.	Communicate with the lodgings manager when attending for first night. This must be communicated the Thursday morning before attending.	Lodgings Manager	Daily	Cluster Manager
No 10.	Wash up all dishes from cooking and not leave for other departments staff to clear up. Put away and report any chipped or damage washing.	Lodgings Manager	Daily	Cluster Manager
No 11.	Ensure all uniforms are clean and presentable to ensure food hygiene standards are met.	Lodgings Manager	Daily	Cluster Manager
No 12.	Ensure all Food Hygiene Certificates are available for managers and training is undertaken before attending Judges Lodgings for first time.	Lodgings Manager	Yearly	Cluster Manager
No 13.	Manage stock levels to ensure that a sufficient supply is available for the working of the Lodgings.	Lodgings Manager	Daily	Cluster Manager
No 14.	Report any damaged equipment and sightings of pests to site manager so pestcontrol companies can attend	Lodgings Manager	Daily	Cluster Manager

COSTINGS AND MISC.

Mileage paid to site once a week. Ad-hoc travel to shops.
Chefs provide own knives and whites. Washing facilities available to all chefs
We will guarantee a maximum of 40 hours per week.
Ensure dinner parties (Maximum of 12 plus clerks in residence) and Buffet Party (As required)
Site will provide all equipment and maintained by TFM provider. Any equipment brought by the chef must be PAT tested.
All drainage and extraction unit are maintained by TFM provider.
Agency responsibility turn up when booked and if they are unable to attend. It's the agencies responsibility to replace the chef.
MOJ do not pay for training course and Food Hygiene certificates.

Appendix 2 – Cleaning Sheet

Start Date/Time Site		End Date/Time Signature							
	Daily and Weekly Checklist	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Done by
1	Empty Dishwasher, Run and Drain								
2	Wash Dirty Dishes, Utensils, Glassware, Pots and Pan								
3	Wash and sanitise all counter tops								
4	Disinfect touch points, handles and light switches								
5	Clean exterior of appliances								
6	Replace cloths, and put dirties in dishwasher								
7	Take out all rubbish and recycling								
8	Clean and disenfect bins								
9	Sweep and mop floor								
10	Clean the grill, griddle, range and flattop								
11	Clean the ovens including the walls, doors and racks								
12	Wipe down walls								
13	Wash aprons and uniforms								
14	Replace empty paper towel and cloth rolls								
15	Refil soap dispensers and hand sanitisers/hand gels								
16	Sweep walk in and storage areas								
17	Clean shelves in pantry and coffee areas								
18	Clean deep fat fryer as required								
19	Wash and clean doors, glass and door frames								
20	Sanitise the mop buckets								
21	Clean out toaster daily								
22	Check cleaning suppliers and restock as necessary								
Monthly cleaning checklist									
24	Clean and resupply dishwasher								
25	Clean grout and tiles								
26	Clean skirting boards, baseboards and corners								
27	Clean under refrigerator								
28	Check food for outdated items and stock levels								
29	Wash and clean windows inside								
30	Clean oven								
31	Clean ceiling tiles and corners								
32	Check freezer items and restock as necessary								
33	Disinfect walls and from top to bottom								
34	Clean refrigerator coils								
35	Empty grease trap								
Quarterly Cleaning Checklist									
36	Deep Clean Kitchen Hood/Exhaust Hood								
37	Sort through and organise cooking utensils								
38	Sort through and remove damaged cooking utensils								
39	Clean out and sanitise the ice machine								