|  |  |  |
| --- | --- | --- |
|  DWP_BLK_SML_AW | [REDACTED]Deputy DirectorEmployment Category[www.dwp.gov.uk](http://www.dwp.gov.uk) |  |
| 21 May 2024 |

FAO: [REDACTED]

(via the E-Procurement System)

**CHANGE AUTHORISATION LETTER: 5a-116-A10**

**The Restart CPA 5a (UI\_DWP\_22480\_5a) (as varied) contract (the “Contract”) between (1) Secretary of State for Work and Pensions (the “Authority”) and (2) Ingeus UK Limited (the “Supplier”)**

1. The Authority wishes to amend the Contract in accordance with this Change Authorisation Letter (5a-116-A10).
2. Terms used but not otherwise defined in this 5a-116-A10 have the same meaning as set out in the Contract. The rules of interpretation set out in Clause A1.2 of the Contract apply, mutatis mutandis, to this 5a-116-A10.

**Background**

1. Schedule 8.2 (Change Control Procedure) of the Contract sets out the process for making Contract Changes by way of a Change Authorisation Letter.
2. This 5a-116-A10 has been set out in accordance with that Schedule 8.2 (Change Control Procedure).
3. The proposed amendments to the Contract are detailed in Appendices 1 and 2 to this 5a-116-A10 (**the “Amendments”**).
4. Subject to paragraphs 9, 10 and 11 below, 5a-116-A10 shall be interpreted and construed so that it varies the Contract.
5. The Contract, including any previous variations, will remain effective and unaltered except as amended by 5a-116-A10.

**Appendices attached to 5a-116-A10**

1. The following appendices are attached to this 5a-116-A10:
	* Appendix 1: Contract provisions modified by 5a-116-A10.
	* Appendix 2: Specification provisions modified by 5a-116-A10.
	* Appendix 3: form of Replacement Guarantee (defined below)

**When the Amendments take effect and condition precedent**

1. Subject to paragraphs 10 and 11 below, the Contract shall be varied by the Amendments, which shall take effect on 1 July 2024.
2. The Amendments are conditional upon the valid execution by [REDACTED] (**the "Guarantor”**) and delivery to the Authority of a guarantee in the form set out in Appendix 3 to this 5a-116-A10 (**the “Replacement Guarantee”**) (**the “Extension Condition Precedent”**). The Authority may in its sole discretion at any time prior to the deadline for compliance with the Extension Condition Precedent:
	* agree to waive compliance with the Extension Condition Precedent; or
	* extend the deadline for compliance with the Extension Condition Precedent to a date no later than 30 June 2024;

by giving the Supplier notice in writing.

1. The Supplier shall satisfy, or procure the satisfaction of, the Extension Condition Precedent as soon as possible. In the event that the Extension Condition Precedent is not satisfied or waived by 11:59pm on 14 June 2024 (or such extended deadline notified by the Authority pursuant to paragraph 10 above) (**the** **“CP Deadline”**), the Amendments (including the extension of the Contract) shall not come into effect and this 5a-116-A10 shall automatically terminate.
2. Subject to paragraph 14, in the event the Extension Condition Precedent is satisfied before the CP Deadline, and in consideration of the same, the Authority agrees that upon delivery of the validly executed Replacement Guarantee:
	* the guarantee in respect of the Contract executed by the Guarantor on 26 April 2021 (**the “Original Guarantee”**) shall terminate; and
	* the Guarantor shall be released from all liability under the Original Guarantee (provided that nothing in this paragraph 12 shall affect or reduce the Guarantor’s liability under the Replacement Guarantee).
3. The parties agree that paragraph 12 confers benefits on the Guarantor and is intended to be enforceable by the Guarantor by virtue of CRTPA.
4. The termination and release of the Original Guarantee is conditional on the grant of the Replacement Guarantee to the Authority not being avoided or reduced by any provision or enactment relating to the insolvency or liquidation of the Guarantor. If any avoidance or reduction of the grant of the Replacement Guarantee should occur, the Authority may rely on the Original Guarantee as if this termination and release had not occurred.

**Miscellaneous**

1. 5a-116-A10 shall not constitute a waiver of any right or remedy of the Authority or the Supplier arising before, during or after the Contract Change, except to the extent set out in 5a-116-A10.
2. This 5a-116-A10 and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
3. Subject to paragraph 18 below, the parties agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this 5a-116-A10 or its subject matter or formation.
4. The parties agree that Clause J11 (Disputes) and Schedule 8.3 (Dispute Resolution Procedure) of the Contract (including the Authority’s right to refer the dispute to arbitration) apply, mutatis mutandis, to this 5a-116-A10.

Please confirm your acceptance of 5a-116-A10 by countersigning this letter and returning it via the E-Procurement System by 11:59pm on 31 May 2024, in accordance with the provisions of Clause J10 (Notices) of the Contract.

If you have any queries, please contact the team through the messaging facility in the E-Procurement System.

Yours sincerely,

[REDACTED]

[REDACTED]

Deputy Director

Employment Category

For and on behalf of the Authority

We hereby acknowledge receipt of this 5a-116-A10 and, in consideration of the mutual rights and obligations created by it, accept its terms.

Signed: \_\_\_[REDACTED]\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

For and on behalf of the Supplier

Name: [REDACTED]

Position: Chief Executive Officer

Date: 29 May 2024

**Appendix 1: Contract provisions modified by 5a-116-A10**

| **Contract provision** | **Modification** |
| --- | --- |
| Clause B4 (RNOs, Customer Service Standards and Performance Indicators) | *Existing Clause B4.6 shall be replaced with the following:*The Authority may, at its sole discretion, acting reasonably, elect to make changes to the Tender Performance Expectation and/or the Minimum Performance Expectation and/or the RNOs and/or the Customer Service Standards and/or the Performance Indicators from time to time. If the Authority elects to make changes to the Tender Performance Expectation and/or the Minimum Performance Expectation and/or the RNOs and/or the Customer Service Standards and/or the Performance Indicators, the Authority shall notify the Supplier in writing two (2) months prior to such changes becoming effective and shall confirm any Management Information requirements in respect of such changed Tender Performance Expectation and/or Minimum Performance Expectation and/or RNOs and/or changed Customer Service Standards and/or changed Performance Indicators. |
| Clause B8 (No Guarantee of Levels, Values or Exclusivity) | *Existing Clause B8.2 shall be replaced with the following:*The Supplier acknowledges and has submitted its Best and Final Offer, Updated Contract Cost Register Documentation, Updated 2023 OBCM Contract Cost Register Documentation and Extension Contract Cost Register Documentation on the understanding that no guarantee is given by the Authority in respect of levels or values of Services referred to in the Schedules and their Annexes which are indicative only and shall not be binding on the Authority. |
| Clause C6 (Deferral and Forfeit of Delivery Fee) | *Existing Clause C6.12 shall be replaced with the following:*If deferral of Delivery Fee Periodic Payments is ongoing on the last day of Delivery Fee Month 72 all Delivery Fee Periodic Payments which have been deferred are forfeited. |
| Clause D3 (Change) | *Existing Clause D3.5 shall be replaced with the following:*Save as provided in Clause D3.6 below, the Parties acknowledge and agree that no Contract Change or Operational Change may be made to this Agreement which has the effect of:1. rendering this Agreement materially different in character from this Agreement as at the Effective Date;
2. changing the economic balance of this Agreement in favour of the Supplier in a manner which is not provided for in this Agreement as at the Effective Date; or
3. extending the scope of this Agreement considerably;

unless such Contract Change or Operational Change is otherwise permitted under regulation 72 of the Public Contracts Regulations 2015. |
| *Existing limb (q) of Clause D3.6 shall be replaced with the following:*not used; and |
| *Existing Clause D3.7 shall be replaced with the following:*Not used. |
| Schedule 1 (Definitions) | *The existing definition of “Anticipated Contract Value” shall be replaced with the following:*

|  |  |
| --- | --- |
| **“Anticipated Contract Value”** | the sum of £394,940,305.69; |

 |
| *The following definitions shall be added:*

|  |  |
| --- | --- |
| **“Extension Contract Cost Register Documentation”** | the extension contract cost register documentation referred to in Schedule 4.1 (Supplier Solution (Tender)); |
| **“Extension Start Cohort”** | the Participant Starts which:1. are recorded on the PRaP system in each Cohort Period; and
2. relate to individuals Referred on or after 1 July 2024;
 |
| **“Initial Start Cohort”** | the Participant Starts which:1. are recorded on the PRaP system in each Cohort Period; and
2. relate to individuals Referred on or before 30 June 2024;
 |

 |
| *The existing definition of “Referral Period End Date” shall be replaced with the following:*

|  |  |
| --- | --- |
| **“Referral Period End Date”** | 30 June 2026; |

 |
| *The existing definition of “Start Cohort” shall be replaced with the following:*

|  |  |
| --- | --- |
| **“Start Cohort”** | an Initial Start Cohort or Extension Start Cohort, as the context requires; |

 |
| Schedule 2.1(Services Description (Specification)) | *The existing Specification at Annex A shall be modified in accordance with Appendix 2 to 5a-116-A10 below.* |
| Schedule 2.2 (Performance) | *The existing box in paragraph 1 (including its text) shall be replaced with the following:*

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Minimum Performance Expectation:**

|  |  |
| --- | --- |
|  | Relevant percentage |
| For each Initial Start Cohort starting before July 2022 | 25% |
| For the Initial Start Cohort starting in July 2022 and each Initial Start Cohort starting after July 2022 | 27% |
| For each Extension Start Cohort | 28% |

**Tender Performance Expectation:**

|  |  |
| --- | --- |
|  | Relevant percentage |
| For each Initial Start Cohort starting before July 2022 | [REDACTED] |
| For the Initial Start Cohort starting in July 2022 and each Initial Start Cohort starting after July 2022 | [REDACTED] |
| For each Extension Start Cohort | [REDACTED] |

**Performance Curve Percentages:**

|  |  |
| --- | --- |
| Month for which RNOs are being calculated(month 1 being the month in which the Start Cohort starts, and the following months to be read accordingly) | Performance Curve Percentage |
| For each Initial Start Cohort | For each Extension Start Cohort |
| 1 | 0.05% | 0.01% |
| 2 | 0.26% | 0.16% |
| 3 | 1.50% | 1.46% |
| 4 | 3.44% | 4.97% |
| 5 | 5.15% | 7.56% |
| 6 | 6.91% | 8.60% |
| 7 | 8.07% | 8.59% |
| 8 | 8.87% | 8.88% |
| 9 | 8.62% | 8.36% |
| 10 | 8.27% | 7.63% |
| 11 | 7.79% | 7.35% |
| 12 | 7.21% | 6.55% |
| 13 | 6.90% | 6.23% |
| 14 | 6.32% | 5.28% |
| 15 | 5.86% | 4.46% |
| 16 | 5.29% | 4.19% |
| 17 | 4.59% | 3.87% |
| 18 | 4.31% | 3.51% |
| 19 | 0.56% | 2.34% |
| 20 | 0.03% | 0.00% |
| 21 | 0.01% | 0.00% |

**Staging Percentages:**

|  |  |  |
| --- | --- | --- |
| Month for which RNOs are being calculated(month 1 being the month in which the Referral Period Start Date falls, and the following months to be read accordingly) | For each Initial Start Cohort | For each Extension Start Cohort |
| 1 – 12 | 85% | N/A |
| 13 – 24 | 90% | N/A |
| 25 – 36 | 100% | N/A |
| 37 – 48 | 115% | 100% |
| 49 – 60 | 115% | 100% |
| 61 – 72 | N/A | 100% |
| 73 and beyond | N/A | 100% |

 |

 |
| Schedule 4.1 (Supplier Solution (Tender)) | *The existing text and table on the first page of Schedule 4.1 shall be replaced with the following:*1. Subject to Paragraph 2 of this Schedule 4.1, the Supplier will comply with the detail set out within the following additional documents which shall be deemed to be incorporated into this Agreement;

|  |  |
| --- | --- |
| Document(s) | Description |
| Tender (as varied) | the tender received through the E-Procurement System 15/03/2021 at 00:48:03 and attached to Annex A to this Schedule 4.1, as subsequently varied |
| Tender Clarification | Financial clarification information received through the E-Procurement System at 22:54 on 24/03/2021. Further financial clarification information received through the E-Procurement System at 17:41 on 01/04/2021 |
| Updated Contract Cost Register Documentation | the updated contract cost register documentation received through the E-Procurement System on 20/05/2022 at 17:00 and attached to Annex B to this Schedule 4.1 |
| Updated 2023 OBCM Contract Cost Register Documentation | the updated contract cost register documentation received through the E-Procurement System on 19/05/2023 at 17:00 and attached to Annex C to this Schedule 4.1 |
| Extension Contract Cost Register Documentation | the extension contract cost register documentation received through the E-Procurement System 19/03/2024 at 17:16 and attached to Annex C to this Schedule 4.1 |

1. If there is any conflict between the Tender Clarification and any provision or detail introduced to this Agreement by the variation to this Agreement referred to as RCV-5a-009-A04, the latter shall take precedence.
 |
| *A new Annex D shall be added to Schedule 4.1 as follows:*Annex D: Extension Contract Cost Register Documentation[REDACTED] |
| Schedule 4.2 (Commercially Sensitive Information) | *An additional row shall be added to the table as follows:*

| **No.** | **Date** | **Item(s)** | **Duration of Confidentiality** |
| --- | --- | --- | --- |
| 9 | [REDACTED] | [REDACTED] | [REDACTED] |

 |
| Schedule 7.1 (Fees and payments) | *Existing paragraph 4.1 shall be replaced with the following:*1. Outcome Payments will be paid on a unit price basis at the relevant rate set out in the table below. The relevant Standard Outcome Payment rate will apply for each Outcome achieved in respect of a particular Start Cohort until Price Acceleration takes place in respect of that Start Cohort.

|  |  |
| --- | --- |
|  | **Amount per Outcome exc. VAT** |
| **For Initial Start Cohorts**  |
| Standard Outcome Payment rate for an Outcome Payment paid before the Outcome Payment Adjustment Date | [REDACTED] |
| Higher Outcome Payment rate for an Outcome Payment paid before the Outcome Payment Adjustment Date | [REDACTED] |
| Standard Outcome Payment rate for an Outcome Payment paid on or after the Outcome Payment Adjustment Date  | [REDACTED] |
| Higher Outcome Payment rate for an Outcome Payment paid on or after the Outcome Payment Adjustment Date | [REDACTED] |
| **For Extension Start Cohorts** |
| Standard Outcome Payment rate | [REDACTED] |
| Higher Outcome Payment rate | [REDACTED] |

1. For the avoidance of doubt, the Supplier shall not be eligible to receive more than one Outcome Payment in respect of a particular Participant. An Outcome cannot be a mix of self-employment and paid employment.
 |
| *Existing paragraph 4.2(a) shall be replaced with the following:*Subject to paragraph 4.2(b) below, a revised total Delivery Fee of [REDACTED]where due, will be payable in 72 Delivery Fee Periodic Payments as set out in the table below.[REDACTED] |
| Schedule 7.5 (Financial Transparency and Audit Rights) | *The existing definition of “Financial Model” in paragraph 1 shall be replaced with the following:*

|  |  |
| --- | --- |
| **“Financial Model”** | the Updated Contract Cost Register Documentation, the Updated 2023 OBCM Contract Cost Register Documentation and/or the Extension Contract Cost Register Documentation, as the context requires and as may be supplemented or superseded by further contract cost register documentation provided by the Supplier at the Authority’s request and approved by the Authority in writing; |

 |
| Schedule 7.7 (Risk Premiums and Participant Costs) | *The following definitions shall be added in paragraph 1:*

|  |  |
| --- | --- |
| **“Extension Risk Premiums”** | have the meaning given in Paragraph 2 of this Schedule 7.7; |
|  |  |
| **“Initial Risk Premiums”** | have the meaning given in Paragraph 2 of this Schedule 7.7; |

 |
| *The existing definition of “Participant Costs” in paragraph 1 shall be replaced with the following.:*

|  |  |
| --- | --- |
| **“Participant Costs”** | costs falling under the categories referred to: (a) in section 4 of the Updated 2023 OBCM Contract Cost Register Documentation and Extension Contract Cost Register Documentation respectively; or (b) at items 19, 20, 21, 22 and 23 of the tables in section 5(d) of the Updated 2023 OBCM Contract Cost Register Documentation and Extension Contract Cost Register Documentation respectively; |

 |
| *The existing definition of “Relevant Premiums” in paragraph 1 shall be deleted.* |
| *The existing definition of “Relevant Sum” in paragraph 1 shall be replaced with the following:*

|  |  |
| --- | --- |
| **“Relevant Sum”** | (a) in the case of Paragraph 4 of this Schedule 7.7:the sum of: the amount specified for the Initial Risk Premium or Extension Risk Premium (as appropriate) for the corresponding Relevant Period lessthe costs (if any) actually incurred by the Supplier in that Relevant Period resulting from the risk for which the Supplier included that Initial Risk Premium or Extension Risk Premium;(b) in the case of Paragraph 5 of this Schedule 7.7:the sum of:the Total Specified Participant Costs for a Relevant Periodlessthe Participant Costs (if any) actually incurred by the Supplier and its Sub-contractor(s) in that Relevant Period; |

 |
| *The following definitions shall be added in paragraph 1:*

|  |  |
| --- | --- |
| **“Specified Extension Participant Costs”** | have the meaning given in Paragraph 3 of this Schedule 7.7; |
| **“Specified Initial Participant Costs”** | have the meaning given in Paragraph 3 of this Schedule 7.7; |

 |
| *The existing definition of “Specified Participant Costs” in paragraph 1 shall be deleted.* |
| *The following definition shall be added in paragraph 1:*

|  |  |
| --- | --- |
| **“Total Specified Participant Costs”** | the sum of the Specified Initial Participant Costs and Specified Extension Participant Costs for a Relevant Period. |

 |
| *Existing paragraph 2 shall be replaced with the following:*2 Risk premiums2.1 The Supplier has specified the following risk premiums in the Updated 2023 OBCM Contract Cost Register Documentation (“Initial Risk Premiums”) and the following risk premiums in the Extension Contract Cost Register (“Extension Risk Premiums”):[REDACTED] |
| *Existing paragraph 3.1 shall be replaced with the following:*The Supplier has specified the following Participant Costs in the Updated 2023 OBCM Contract Cost Register Documentation (“Specified Initial Participant Costs”) and the Extension Contract Cost Register Documentation (“Specified Extension Participant Costs”):[REDACTED] |
| *Existing paragraph 4 shall be replaced with the following:*4 Consequences of risk not resulting in costs meeting or exceeding amount of risk premium4.1 If the risk for which the Supplier included an Initial Risk Premium or an Extension Risk Premium does not result in costs to the Supplier for the corresponding Relevant Period which meet or exceed the amount of the Initial Risk Premium or Extension Risk Premium (as appropriate):(a) the Supplier shall notify the Authority as soon as reasonably practicable after it becomes aware of this; and(b) the Authority may, in its absolute discretion, require the Supplier: (i) to pay the Relevant Sum to the Authority; or (ii) to invest the Relevant Sum in such investment connected to the provision of the Services of the Authority’s election. |
| *Existing paragraph 5 shall be replaced with the following:*5 Consequences of Supplier and its Sub-contractor(s) not incurring Participant Costs meeting or exceeding Total Specified Participant Costs5.1 If the Supplier and its Sub-contractor(s) do not incur Participant Costs in a Relevant Period which meet or exceed the amount of Total Specified Participant Costs for that Relevant Period:(a) the Supplier shall notify the Authority as soon as reasonably practicable after it becomes aware of this; and(b) the Authority may, in its absolute discretion, require the Supplier: (i) to pay the Relevant Sum to the Authority; or (ii) to invest the Relevant Sum in such investment connected to the provision of the Services of the Authority’s election. |

**Appendix 2: Specification provisions modified by 5a-116-A10**

| **Specification provision** | **Modification** |
| --- | --- |
| Section 1: Overview | *Existing paragraph 1.25 shall be replaced with the following:*  There will be two distinct elements to the Restart payment model: * Delivery Fee:
* Outcome Payment
 |
| Section 2: Service Requirements | *Existing paragraph 2.2 shall be replaced with the following:*There will be an opportunity for Discretionary Referral at other points in a claimant’s journey, where claimant/JCP work coach discussions suggest someone would benefit from the programme. Discretionary Referrals will comprise claimants who satisfy all but (a) of the eligibility criteria at paragraph 2.3 below. |
| *Existing paragraph 2.3 shall be replaced with the following:*To be eligible to be referred to Restart the claimant must:1. have been on UC for six (6) or more consecutive months and in the IWSR at the point of referral or have been on JSA for six (6) or more consecutive months,
2. have zero PAYE earnings in the most recent Assessment Period,
3. not be deemed Gainfully Self-Employed,
4. have the right to work in the UK,
5. reside in England or Wales,
6. be of working age (16\* to State Pension age),
7. not be currently participating in another DWP Contracted Employment Provision,
8. not have previously exited early from or completed Restart, and
9. not currently participating in Universal Support.

**\*Note:** For Restart in England and Wales, “working age” is defined as starting from 16 years of age. However, in England 16 to 17 year olds who are not in work are required to stay in education or training, so whilst 16-17 year olds can access Restart in Wales, in England they cannot. 18 year olds can apply if they are both eligible and suitable for Restart. The programme will not operate in Scotland or Northern Ireland which will receive consequential funding. |
| *Existing paragraph 2.80 and the preceding heading “Engaging with Jobcentre Plus” shall be replaced with the following:***Local engagement**Building strong working relationships with Jobcentre Plus work coaches and employers and maintaining these throughout the duration of the contract is essential. Providers shall: 1. host or contribute to forums and meetings that facilitate collaboration and partnerships; and
2. have a joined-up approach to engaging with, and managing the accounts of, national and large employers whose vacancies span multiple CPAs.

Providers must (no less frequently than monthly) engage with relevant stakeholders including Jobcentre Plus Partnership Managers, DWP EAD Performance Managers (or equivalent roles) and representatives from local authorities, training providers, employer forums and employment sectors. Note: If partnership forums do not exist in the CPA, Providers must lead on facilitating these monthly events. |
| *New paragraphs 2.139A to 2.139J, with preceding heading “Completer Summary” shall be added as follows:***Completer Summary**2.139A As a Participant approaches the end of their three hundred and sixty-five (365) days on Restart provision, the Provider is required to complete a final Action Plan with them (see paragraph 2.137). Subject to paragraph 2.139B, the Provider is required to include some additional information (the Completer Summary) as a section of this final Action Plan, or as a separate document, which will be used by Jobcentre Plus work coaches to decide the individual’s next steps as they move back to Jobcentre Plus following their time on provision.2.139B The Completer Summary will be issued by the Provider to all Completers who complete Restart on or after 1 July 2024, excluding Participants who:* have achieved an Employed Outcome or Self-Employed Outcome;
* are in PAYE employment (confirmed via PRaP ping notifications);
* are in self-employment and declaring income on Universal Credit; or
* are an Early Completer.

2.139C The Completer Summary should form part of the final Action Plan review with eligible Participants. It must be issued prior to them ending their time on provision.2.139D The Completer Summary contains answers to key questions, once completed, such as if the Participant has an up-to-date CV and the sectors the Participant wants to work in, as well as specific priorities that the Participant will need to take forward. It also asks if there are any barriers to employment for the Participant at the time of completing provision.2.139E This is essential information that the Participant will be asked present to their Jobcentre Plus work coach and contains important information relevant to their time on Restart. The Jobcentre Plus work coach will use this to decide what further support the Participant needs as they revert to fortnightly Jobcentre Plus attendance.2.139F As this will be an action carried out during the final Action Plan review, the same principles will apply whereby the overall discussion must be signed by both parties by way of a wet or electronic signature (save the requirement for a Participant’s signature on the Completer Summary will not apply where the Participant fails to attend the final Action Plan review meeting). At the final Action Plan review, the Provider must inform the Participant that the Completer Summary will be requested by Jobcentre Plus and that it must be retained, even after leaving the Restart scheme.2.139G The Completer Summary must be issued as either a paper/hard copy at a face-to-face meeting or digitally as a PDF document to the Participant’s email address or (provided the document can be accessed by the Participant after leaving the Restart scheme) via an online portal or digital platform.2.139H If the Participant fails to attend the final Action Plan review meeting, the Provider must close off any outstanding actions listed on the Action Plan and answer the questions on the Completer Summary as far as possible without the Participant’s input. The Completer Summary must be issued digitally to the Participant as a PDF document to the Participant’s email address or (provided the document can be accessed by the Participant after leaving the Restart scheme) via an online portal or digital platform. The Provider must then use the contact information they have available (email, text, etc.) to inform the Participant that the Completer Summary has been issued, that it will be requested by Jobcentre Plus and that it must be retained, even after leaving the Restart scheme.2.139I An additional check will be incorporated into the quarterly PCO checks which will look to see if Providers have evidence that the Completer Summary was completed, along with the date of issue to the Participant. Providers should therefore record this information for PCO checking purposes.2.139J The table below is the approved Completer Summary to be used by the Provider in complying with the requirements above:

|  |  |
| --- | --- |
| **Restart Scheme Completer Summary** | **Provider Response** |
| 1- Does the Participant have an up-to-date CV? | YES/NO |
| 2 - Do you consider the Participant to be ready for work (with appropriate support/adjustments as needed)? | YES/NO |
| 3 – What support and adjustments would be needed for the participant to work? | Please specify. |
| 4 - What type of jobs has the Participant been applying for and what sector(s) do they want to work in? | 4a: Add job application type(s)4b: Add sector(s) |
| 5 – Has the Participant attended any vocational training? | Please specify. |
| 6 – What are the top three priority actions you recommend for the Participant to take forward? | 1. |
| 2. |
| 3. |
| 7 – What are the Participant’s current barriers to employment? | Please specify. |
| 8 – Any other relevant information | Please specify. |

 |
| *The second bullet point in existing paragraph 2.168 shall be replaced with the following:** Referrals will take place between the Referral Period Start Date and the Referral Period End Date;
 |
| Section 4:Performance Management | *Existing paragraph 4.7 shall be replaced with the following:* Not used. |
| Section 5: Payment Model | *Existing paragraph 5.3 shall be replaced with the following:* There will be two elements to the Restart Payment Model: * a Delivery Fee;
* An Outcome Payment – subject to the conditions set out at paragraphs 5.10 to 5.13 (Self-Employed Outcomes are covered in paragraphs 5.14 - 5.17)
 |
| *Existing paragraph 5.31 shall be replaced with the following:*For each Initial Start Cohort, a Standard Outcome Payment will be paid for each Outcome up to **21%** of Participants achieving Outcomes and a Higher Outcome Payment will be paid in respect of all further Outcomes achieved in respect of that Start Cohort. The Higher Outcome Payment rate is set at 140% of the corresponding Standard Outcome Payment rate.For each Extension Start Cohort, a Standard Outcome Payment will be paid for each Outcome up to **22%** of Participants achieving Outcomes and a Higher Outcome Payment will be paid in respect of all further Outcomes achieved in respect of that Start Cohort. The Higher Outcome Payment rate is set at 140% of the corresponding Standard Outcome Payment rate. |
| Glossary of Abbreviations | *The entry for LEM shall be deleted.* |
| Annex 5 (Definitions) | *The existing definition of Delivery Fee shall be replaced with the following:*

|  |  |
| --- | --- |
| **Delivery Fee** | In the case of each CPA, as defined in Schedule 1 of the corresponding contract. |

 |
| *The following definitions shall be added:*

|  |  |
| --- | --- |
| **Extension Start Cohort** | In the case of each CPA, as defined in Schedule 1 of the corresponding contract. |
| **Gainfully Self-Employed** | Where, in respect of a claimant, DWP deems all of the following apply:1. the claimant is carrying on a trade, profession or vocation as their main employment;
2. their earnings from that trade, profession or vocation are self-employed earnings; and
3. the trade, profession or vocation is organised, developed, regular and carried out in expectation of profit.
 |
| **Higher Outcome Payment** | In the case of each CPA, as defined in Schedule 1 of the corresponding contract. |
| **Initial Start Cohort** | In the case of each CPA, as defined in Schedule 1 of the corresponding contract. |

 |
| *The existing definition of “Local Engagement Meeting” shall be deleted without replacement.* |
| *The following definitions shall be added:*

|  |  |
| --- | --- |
| **Referral Period End Date** | In the case of each CPA, as defined in Schedule 1 of the corresponding contract. |
| **Referral Period Start Date** | In the case of each CPA, as defined in Schedule 1 of the corresponding contract. |

 |
| *The existing definition of “Relevant Date” shall be deleted.* |
| *The following definitions shall be added:*

|  |  |
| --- | --- |
| **Staging Percentage** | In the case of each CPA, as defined in Schedule 1 of the corresponding contract. |
| **Standard Outcome Payment** | In the case of each CPA, as defined in Schedule 1 of the corresponding contract. |

 |
| Annex 8:Minimum Performance Level (MPL) and Tender Performance Level (TPL) | *Existing A8.6 shall be replaced with the following:*The finalised **Minimum Required Number of Outcomes (MRNOs)** are then produced by applying the relevant Staging Percentage(s) to the relevant MPL.  |
| *Existing A8.7 (including Figure 3) shall be replaced with the following:*Not used. |
| *Existing A8.9 shall be replaced with the following:*The finalised **Tender Required Number of Outcomes (TRNOs)** are then produced by applying the relevant Staging Percentage(s) to the relevant TPL. |

**Appendix 3: form of Replacement Guarantee**

[REDACTED]

**- in favour of -**

***The Secretary of State for Work and Pensions***

**DEED OF GUARANTEE**

DEED OF GUARANTEE

**THIS DEED OF GUARANTEE** is made the day of [ ]

**BY**:

(1) [REDACTED] a company incorporated under the laws of [REDACTED], with number [REDACTED] whose registered office is at [REDACTED] (**“Guarantor”**);

**IN FAVOUR OF:**

(2) The Secretary of State for Work and Pensions whose principal office is at Caxton House, Tothill Street, London, SW1H 9NA (**“Beneficiary”**).

**WHEREAS**:

(A) The Amendments contained in the Extension CAL are conditional upon the valid execution by the Guarantor and delivery to the Beneficiary of a guarantee in the form of this Deed of Guarantee.

(B) The Guarantor has agreed, in consideration of the Beneficiary entering into the Extension CAL with the Supplier, to enter into this Deed of Guarantee.

(C) It is the intention of the Guarantor that this document be executed and take effect as a deed.

Now in consideration of the Beneficiary entering into the Extension CAL, the Guarantor hereby agrees with the Beneficiary as follows:

## Definitions and Interpretation

In this Deed of Guarantee:

### unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms shall have the same meaning as they have for the purposes of the Guaranteed Agreement;

### the words and phrases below shall have the following meanings:

* + 1. “**Amendments”** shall have the same meaning as they have for the purposes of the Extension CAL;
		2. “**Extension CAL**” means the change authorisation letter between the Beneficiary and Supplier relating to the extension of the Guaranteed Agreement (amongst other things) referenced 5a-116-A10 and counter-signed by the Supplier on [date];
		3. “**Guaranteed Agreement**” means the agreement relating to the provision of services on the Restart programme between the Beneficiary and the Supplier for CPA 5a dated 26 April 2021, as amended before the date of this Deed of Guarantee, together with any further amendments (including the Amendments) from time to time;
		4. “**Guaranteed Obligations**” means all obligations and liabilities of the Supplier to the Beneficiary under the Guaranteed Agreement (whether arising before or after the date of this Deed of Guarantee) together with all obligations owed by the Supplier to the Beneficiary (whether arising before or after the date of this Deed of Guarantee) that are supplemental to, incurred under, ancillary to or calculated by reference to the Guaranteed Agreement; and
		5. “**Supplier**” means Ingeus UK Limited, a company incorporated in England and Wales with number [REDACTED] whose registered office is at [REDACTED].

### references to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Guaranteed Agreement) are to be construed as references to this Deed of Guarantee, those provisions or that document or agreement in force for the time being and as amended, varied, restated, supplemented, substituted or novated from time to time;

### unless the context otherwise requires, words importing the singular are to include the plural and vice versa;

### references to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect;

### the words “other” and “otherwise” are not to be construed as confining the meaning of any following words to the class of thing previously stated where a wider construction is possible;

### unless the context otherwise requires, reference to a gender includes the other gender and the neuter;

### unless the context otherwise requires, references to an Act of Parliament, statutory provision or statutory instrument include a reference to that Act of Parliament, statutory provision or statutory instrument as amended, extended or re-enacted from time to time and to any regulations made under it;

### unless the context otherwise requires, any phrase introduced by the words “including”, “includes”, “in particular”, “for example” or similar, shall be construed as illustrative and without limitation to the generality of the related general words;

### references to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee; and

### references to liability are to include any liability whether actual, contingent, present or future.

## Guarantee and indemnity

### The Guarantor irrevocably and unconditionally guarantees and undertakes to the Beneficiary to procure that the Supplier duly and punctually performs all of the Guaranteed Obligations now or hereafter due, owing or incurred by the Supplier to the Beneficiary.

### The Guarantor irrevocably and unconditionally undertakes upon demand to pay to the Beneficiary all monies and liabilities which are now or at any time hereafter shall have become payable by the Supplier to the Beneficiary under or in connection with the Guaranteed Agreement or in respect of the Guaranteed Obligations as if it were a primary obligor.

### If at any time the Supplier shall fail to perform any of the Guaranteed Obligations, the Guarantor, as primary obligor, irrevocably and unconditionally undertakes to the Beneficiary that, upon first demand by the Beneficiary it shall, at the cost and expense of the Guarantor:

#### fully, punctually and specifically perform such Guaranteed Obligations as if it were itself a direct and primary obligor to the Beneficiary in respect of the Guaranteed Obligations and liable as if the Guaranteed Agreement had been entered into directly by the Guarantor and the Beneficiary; and

#### as a separate and independent obligation and liability, indemnify and keep the Beneficiary indemnified against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all court costs and all legal fees on a solicitor and own client basis, together with any disbursements,) of whatever nature which may result or which such Beneficiary may suffer, incur or sustain arising in any way whatsoever out of a failure by the Supplier to perform the Guaranteed Obligations save that, subject to the other provisions of this Deed of Guarantee, this shall not be construed as imposing greater obligations or liabilities on the Guarantor than are purported to be imposed on the Supplier under the Guaranteed Agreement.

### As a separate and independent obligation and liability from its obligations and liabilities under Clauses 2.1 to 2.3 above, the Guarantor as a primary obligor irrevocably and unconditionally undertakes to indemnify and keep the Beneficiary indemnified on demand against all losses, damages, costs and expenses (including VAT thereon, and including, without limitation, all legal costs and expenses), of whatever nature, whether arising under statute, contract or at common law, which such Beneficiary may suffer or incur if any obligation guaranteed by the Guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the Guarantor's liability shall be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

## Obligation to enter into a new contract

If the Guaranteed Agreement is lawfully terminated by the Beneficiary for any reason or unlawfully terminated by the Supplier, or if the Guaranteed Agreement is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable for any reason, then the Guarantor will, at the request of the Beneficiary enter into a contract with the Beneficiary in terms mutatis mutandis the same as the Guaranteed Agreement and the obligations of the Guarantor under such substitute agreement shall be the same as if the Guarantor had been original obligor under the Guaranteed Agreement or under an agreement entered into on the same terms and at the same time as the Guaranteed Agreement with the Beneficiary.

## Demands and Notices

### Any demand or notice served by the Beneficiary on the Guarantor under this Deed of Guarantee shall be in writing, addressed to:

#### [REDACTED]

#### For the attention of [REDACTED]

or such other address in England and Wales or addressee as the Guarantor has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or addressee for the receipt of such demands or notices.

### Any notice served by the Guarantor to the Beneficiary under this Deed of Guarantee shall be in writing, addressed to:

#### Department for Work and Pensions, Quarry House, Quarry Hill, Leeds, LS2 7UE

#### For the attention of [REDACTED]

or such other address in England and Wales or addressee as the Beneficiary has from time to time notified to the Beneficiary in writing in accordance with the terms of this Deed of Guarantee as being an address or addressee for the receipt of such notices.

### Any notice or demand served on the Guarantor or the Beneficiary under this Deed of Guarantee shall be deemed to have been served:

#### if delivered by hand, at the time of delivery; or

#### if posted, at 10.00am on the second Working Day after it was put into the post.

### In proving service of a notice or demand on the Guarantor or the Beneficiary it shall be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, as the case may be.

## Beneficiary's protections

### The Guarantor shall not be discharged or released from this Deed of Guarantee by any arrangement made between the Supplier and the Beneficiary (whether or not such arrangement is made with or without the assent of the Guarantor) or by any amendment to or termination of the Guaranteed Agreement or by any forbearance or indulgence whether as to payment, time, performance or otherwise granted by the Beneficiary in relation thereto (whether or not such amendment, termination, forbearance or indulgence is made with or without the assent of the Guarantor) or by the Beneficiary doing (or omitting to do) any other matter or thing which but for this provision might exonerate the Guarantor.

### This Deed of Guarantee shall be a continuing security for the Guaranteed Obligations and accordingly:

#### it shall not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Beneficiary in exercising its rights under this Deed of Guarantee;

#### it shall not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Beneficiary, the Guarantor or any other person;

#### if, for any reason, any of the Guaranteed Obligations shall prove to have been or shall become void or unenforceable against the Supplier for any reason whatsoever, the Guarantor shall nevertheless be liable in respect of that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor in respect thereof; and

#### the rights of the Beneficiary against the Guarantor under this Deed of Guarantee are in addition to, shall not be affected by and shall not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Beneficiary.

### The Beneficiary shall be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes and the making of a demand (whether effective, partial or defective) in respect of the breach by the Supplier of any Guaranteed Obligation shall not preclude the Beneficiary from making a further demand in respect of the same or some other default in respect of the same Guaranteed Obligation.

### The Beneficiary shall not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to obtain judgment against the Supplier or the Guarantor or any third party in any court, or to make or file any claim in a bankruptcy or liquidation of the Supplier or any third party, or to take any action whatsoever against the Supplier or the Guarantor or any third party or to resort to any other security or guarantee or other means of payment. No action (or inaction) by the Beneficiary in respect of any such security, guarantee or other means of payment shall prejudice or affect the liability of the Guarantor hereunder.

### The Beneficiary's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by law and may be exercised from time to time and as often as the Beneficiary deems expedient.

### Any waiver by the Beneficiary of any terms of this Deed of Guarantee, or of any Guaranteed Obligations shall only be effective if given in writing and then only for the purpose and upon the terms and conditions, if any, on which it is given.

### Any release, discharge or settlement between the Guarantor and the Beneficiary shall be conditional upon no security, disposition or payment to the Beneficiary by the Guarantor or any other person being void, set aside or ordered to be refunded pursuant to any enactment or law relating to liquidation, administration or insolvency or for any other reason whatsoever and if such condition shall not be fulfilled the Beneficiary shall be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Beneficiary shall be entitled to retain this security after as well as before the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Beneficiary from the Guarantor for such period as the Beneficiary may determine.

## Guarantor intent

Without prejudice to the generality of Clause 5 (Beneficiary's protections), the Guarantor expressly confirms that it intends that this Deed of Guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to the Guaranteed Agreement and any associated fees, costs and/or expenses.

## Rights of subrogation

### The Guarantor shall, at any time when there is any default in the performance of any of the Guaranteed Obligations by the Supplier and/or any default by the Guarantor in the performance of any of its obligations under this Deed of Guarantee, exercise any rights it may have:

#### of subrogation and indemnity;

#### to take the benefit of, share in or enforce any security or other guarantee or indemnity for the Supplier’s obligations; and

#### to prove in the liquidation or insolvency of the Supplier,

only in accordance with the Beneficiary’s written instructions and shall hold any amount recovered as a result of the exercise of such rights up to such amount as the Beneficiary determines in its sole discretion represents the amount of the Guarantor’s liabilities under this Deed of Guarantee (the “**Guarantee Estimate Amount**”) on trust for the Beneficiary and pay the same to the Beneficiary on first demand. The Guarantor may retain for its own account or otherwise deal with any such amounts recovered in excess of the Guarantee Estimate Amount as the Guarantor may determine in its sole discretion. The Guarantor hereby confirms that it has not taken any security from the Supplier (other than cross-indemnities or other security taken in the ordinary course of its financial arrangements with its Affiliates) and agrees not to do take any further security until Beneficiary receives all moneys payable hereunder and will hold any security taken in breach of this Clause on trust for the Beneficiary.

## Deferral of rights

### Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not:

#### claim any contribution from any other guarantor of the Supplier’s obligations under the Guaranteed Agreement; or

#### take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Beneficiary under the Guaranteed Agreement or of any other guarantee or security taken pursuant to, or in connection with, the Guaranteed Agreement.

### Until all amounts which may be or become payable by the Supplier under or in connection with the Guaranteed Agreement have been irrevocably paid in full, the Guarantor agrees that, without the prior written consent of the Beneficiary, it will not, following the occurrence of a Financial Distress Event or Supplier Termination Event:

#### exercise any rights it may have to be indemnified by the Supplier;

#### demand or accept repayment in whole or in part of any indebtedness now or hereafter due from the Supplier; or

#### claim any set‑off or counterclaim against the Supplier.

### If the Guarantor receives any payment or other benefit or exercises any set off or counterclaim or otherwise acts in breach of this Clause 8, anything so received and any benefit derived directly or indirectly by the Guarantor therefrom shall be held on trust for the Beneficiary and applied in or towards discharge of its obligations to the Beneficiary under this Deed of Guarantee.

## Representations and warranties

The Guarantor hereby represents and warrants to the Beneficiary that:

### the Guarantor is duly incorporated and is a validly existing company under the laws of its place of incorporation, has the capacity to sue or be sued in its own name and has power to carry on its business as now being conducted and to own its property and other assets;

### the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee;

### the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including, without limitation entry into and performance of a contract pursuant to Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

#### the Guarantor's memorandum and articles of association or other equivalent constitutional documents;

#### any existing law, statute, rule or regulation or any judgment, decree or permit to which the Guarantor is subject; or

#### the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets;

### all governmental and other authorisations, approvals, licences and consents, required or desirable, to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed of Guarantee, and to make this Deed of Guarantee admissible in evidence in its jurisdiction of incorporation, have been obtained or effected and are in full force and effect; and

### this Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

## Payments and set-off

### All sums payable by the Guarantor under this Deed of Guarantee shall be paid without any set-off, lien or counterclaim, deduction or withholding, howsoever arising, except for those required by law, and if any deduction or withholding must be made by law, the Guarantor will pay that additional amount which is necessary to ensure that the Beneficiary receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

### The Guarantor shall pay interest on any amount due under this Deed of Guarantee 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.

### The Guarantor will reimburse the Beneficiary for all legal and other costs (including VAT) incurred by the Beneficiary in connection with the enforcement of this Deed of Guarantee.

## Guarantor's acknowledgement

The Guarantor warrants, acknowledges and confirms to the Beneficiary that it has not entered into this Deed of Guarantee in reliance upon, nor has it been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by or on behalf of the Beneficiary (whether express or implied and whether pursuant to statute or otherwise) which is not set out in this Deed of Guarantee.

## Assignment

### The Beneficiary shall be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer shall not release the Guarantor from its liability under this Guarantee.

### The Guarantor may not assign or transfer any of its rights and/or obligations under this Deed of Guarantee.

## Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

## Third party rights

A person who is not the Beneficiary or the Guarantor shall have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

## Governing law

### This Deed of Guarantee and any non-contractual obligations arising out of or in connection with it shall be governed by and construed in all respects in accordance with English law.

### The Guarantor irrevocably agrees for the benefit of the Beneficiary that the courts of England shall have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

### Nothing contained in this Clause shall limit the rights of the Beneficiary to take proceedings against the Guarantor in any other court of competent jurisdiction, nor shall the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable law).

### The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for the purpose of this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

### The Guarantor hereby irrevocably designates, appoints and empowers the Supplier at its registered office from time to time to act as its authorised agent to receive notices, demands, service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Beneficiary in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the service of notices and demands, service of process or any other legal summons served in such way. If for any reason the Supplier ceases to be able to act as agent or no longer has a registered office in England or Wales, the Guarantor shall appoint a substitute acceptable to the Beneficiary and deliver to the Beneficiary the new agent’s name and address within England and Wales.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

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| --- | --- |
| Executed as a deed by [Guarantor’s legal name], a company incorporated in [TERRITORY], acting by [full name of authorised signatory] [and [full name of authorised signatory]] who, in accordance with the laws of that territory, [is OR are] acting under the authority of the company | ……………………………………Authorised signatory |
| [……………………………………] [Authorised signatory]}] |