



WAVE HUB LIMITED

DRAFT CONTRACT FOR INSURANCE SERVICES

DATE:

THE CLIENT:

WAVE HUB LIMITED
CHI GALLOS
HAYLE
CORNWALL
TR27 4DD

THE CONSULTANT:

The Consultant agrees to provide the Services and the Client agrees to accept the Services subject to the terms and conditions of this Contract.

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Signed for and on behalf of
Wave Hub Limited (the Client)
by

Signed for and on behalf of
(The Consultant)
by

Name:.....

Name:.....

Position:.....

Position:.....



1. The Services

- 1.1 The provision of insurance services to Wave Hub Limited (the Client) which is based at Hayle, Cornwall, and is a private company limited by shares and wholly-owned by the UK Government through the Department for Business, Innovation and Skills (BIS).
- 1.2 The main services required were detailed in the invitation to tender reference WHL/2016/TEN/04 and are as follows:
 - 1.2.1 Advising on insurance requirements, including scope of cover, limits and cost.
 - 1.2.2 Provision of information relating to recommended insurance cover.
 - 1.2.3 Provision of advice relating to market structures available to meet insurance requirements.
 - 1.2.4 Advising on benefits, restrictions, exclusions and conditions of proposed cover
 - 1.2.5 Assessing the financial soundness of proposed insurers using public information produced by recognised rating agencies
 - 1.2.6 Provision of claims handling services for the period of appointment.
 - 1.2.7 Review WEC developer's insurance provision and advise on compliance with the requirements of The Crown Estate and Wave Hub Limited
 - 1.2.8 Other insurance related matters: During the life of this tender there may well be other insurance related matters that Wave Hub Limited requires support on but which cannot currently be defined.

2. The Term

- 2.1 The Contract will be for the period from 3rd January 2017 or as soon thereafter as possible and will run for a two year period to 2nd January 2019 with the potential for an extension of up to 12 months. Please note that these dates are subject to confirmation and may change.



3. Fee Charges

3.1 The following fees will not be exceeded.

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- -

The fees will include all costs to the Consultant including basic salary, any additional payments or benefits and social costs such as insurances or pension payments. Office expenses, including rental and services, non-recoverable staff time and administrative staff who are not chargeable, together with the Consultant's general overheads and profit, should be included in the fee charges.

4. Approved Sub-Contractors

4.1. No sub-contractors are to be used without prior written approval from the Wave Hub Commercial Director.

5. Insurance

5.1. The Consultant will maintain £10m (£10,000,000) professional indemnity insurance per assignment.

6. General Terms

This Contract is also subject to the following terms:

- 6.1. The Consultant (You) will provide all equipment associated with the delivery of the services.
- 6.2. You will advise the Client immediately if You accept or intend to accept instructions from, or take up an engagement with, another party that might lead to a conflict of interest.
- 6.3. This appointment is subject to Wave Hub Limited's financial regulations, details of which can be obtained at the above address.
- 6.4. In performing the services You will exercise all the reasonable skill care and diligence to be expected of an experienced, competent and professional organisation.
- 6.5. In performing the services You must adhere to and comply with any relevant statute, and any subordinate legislation and any codes of practise issued thereunder, and any relevant British Standards. Such matters are deemed included in your fee.



- 6.6. The Client has a non-exclusive irrevocable licence to reproduce any documents You may produce and any design contained in them, but You shall not be liable for any use which was not intended when You prepared the documents. In this letter, "document" means any form of record, including one produced or maintained in electronic form.
- 6.7. You must keep the particulars of your appointment, and the services You provide, confidential provided that to the extent necessary to perform your duties hereunder You may disclose information for that purpose. You must not otherwise release, or permit the release, of any information You receive from the Client or its employees or contractors to a third party. You must not make any public comment or statement on any matter relating to or arising from the services.
- 6.8. You must not assign or charge any part of this appointment. This appointment does not confer a benefit or a right to enforce a term of it, upon a third party: the Contracts (Rights of Third Parties) Act 1999 does not apply. You have no authority to bind the Client and You are not the Client's agent.
- 6.9. You shall maintain in force at your own cost such insurance policies as are appropriate and adequate having regard to your obligations and liabilities under this appointment including, but not limited to:
 - 6.9.1. Professional indemnity insurance as set out above; and
- 6.10. You shall process any Personal Data in accordance with this appointment and shall ensure that You have in place the appropriate technical and organisational measures in relation to your obligations under the Data Protection Legislation. You warrant that You shall comply in all respects with your obligations under the Data Protection Legislation as the Client's Data Processor (as defined by the Data Protection Legislation) in respect of the Personal Data and You shall ensure that there is no unauthorised or unlawful processing of any of the Personal Data.
- 6.11. You acknowledge that the Client is subject to the requirements of the Freedom of Information Act 2000 (the "Act") and related legislation and the Environmental Information Regulations 2004 ("the Regulations") and You will assist and cooperate with the Client to enable it to comply with its information disclosure requirements. The Client will, if required to do so, make all information regarding these services accessible to public scrutiny. You acknowledge that the Client may disclose information without consulting You where required to do so under the Act and/ or the Regulations.
- 6.12. The Client shall not be under any obligation to make any payment to You unless and until it receives from You:
 - 6.12.1. Your valid VAT invoice quoting the Client's Purchase Order Number, which will be advised under separate cover; and
 - 6.12.2. A copy of this Contract signed by or on behalf of You acknowledging (without qualification) your acceptance of these terms.



- 6.13. You shall on the receipt of 28 days written notice from the Client suspend the whole of the Services or any part thereof and shall take all measures necessary to protect and secure the same. The Client may at any time by written notice to You authorise the Consultant to resume all or any part of the suspended Services and You shall, on being given such notice, promptly resume performance of the Services or part thereof in accordance with the terms of the notice.
- 6.14. This Contract may be terminated immediately by the Client if You:
- 6.14.1. Commit any material breach of any term of these Conditions and which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request by the Client to remedy it; or
 - 6.14.2. Shall convene a meeting of your creditors or if a proposal shall be made for a voluntary arrangement under Part 1 of the Insolvency Act 1986 or a proposal made for any other composition scheme or arrangement with (or assignment for the benefit of) your creditors; or
 - 6.14.3. Shall be unable to pay your debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 6.14.4. Shall have a receiver, administrative receiver or similar officer appointed in respect of all or any part of your business or assets; or
 - 6.14.5. Shall have a petition presented against you or a meeting is convened for the purpose of considering a resolution or other steps are taken for your winding up or for the making of an administration order; or
 - 6.14.6. Shall change your Client Lead as set out in your tender for this Contract or the Client Lead ceases to be employed by You or ceases to be employed in relation to this Contract (unless the Client's prior agreement has been obtained).
 - 6.14.7. Any termination of the Contract pursuant to this Condition 6.14 or Condition 6.15 shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or these Conditions or at law and shall not affect any accrued rights or liabilities of either party not the coming into or continuance in force of any provision of the Contract or these Conditions which is expressly or by implication intended to come into or continue in force on or after such termination.
- 6.15. Force Majeure:
- 6.15.1. Neither party to the Contract shall be liable for any breach of its obligations under the Contract or these Conditions resulting from causes beyond its reasonable control including but not limited to insurrection, riots, delays in transportation, inability to obtain supplies or regulations of any civil or military authority.
 - 6.15.2. If a default due to a Force Majeure event (as specified in Condition 17.15.1) shall continue for more than 4 weeks then the party not in default shall be entitled to terminate the Contract. Neither party shall have any liability to the other in respect of the termination of the Contract as a result of such an event.



6.16. This appointment is governed by English law, and the parties submit to the jurisdiction of the English courts in relation to this appointment.