



SERVICE CONCESSION AGREEMENT

For

The Provision of Expo 2020 Dubai UK Pavilion Hospitality Services

Between

THE SECRETARY OF STATE FOR THE DEPARTMENT FOR INTERNATIONAL TRADE

And

LIVING HOSPITALITY LIMITED

AGREEMENT REFERENCE NUMBER: CR_1062





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This Agreement is entered into between:

The Secretary of State for the Department for

International Trade

(the "Authority")

3 Whitehall Place, London, SW1A 2AW of

and **Living Hospitality Limited**

08041878 with registered number

office at

having their main or registered Suite 5, Chiltern Court 37 St. Peters Avenue,

Caversham, Reading, England, RG4 7DH

(the "Concessionaire")

and hereinafter called the "Parties"

WHEREAS

Following a competitive tender process under the Concession Contract (CCR) 2016, the Authority wishes to Regulations Concessionaire to provide certain services and the Concessionaire agrees to provide those Services in accordance with these terms and conditions.

NOW IT IS HEREBY AGREED as follows:

TERMS OF CONTRACT 1.

1.1 The "Contract" comprises the following:

Section 1: Form of Contract

Section 2: Terms and Conditions Schedule 1: Service Requirements

Performance Management Framework Schedule 2:

Concession Rate Schedule 3:

Schedule 4: Commercially Sensitive Information Security Requirements and Plan Schedule 5:

Exit Management Schedule 6:

Schedule 7: Concessionaire Tender

Schedule 8: **Governance and Contract Management**

Schedule 9: Key Personnel

Travel & Subsistence Schedule 10:

Transfer of Undertakings Protection of Employment (TUPE) Schedule 11:

Schedule 12: Processing, Personal Data and Data Subjects





- 1.2 The Agreement is formed on the date on which both Parties formally sign and accept its terms
- 1.3 The Contract starts on 12th April 2021 (the "**Commencement Date**") and ends on 30th April 2022 (the "**End Date**") unless it is terminated early or extended in accordance with the Contract.
- 1.4 The requirement and subsequent contract shall be for a period of twelve (12) months with the option to extend by six (6) months ("**Extension**"). The terms of the Contract will apply throughout the period of any Extension.
- 1.5 In entering into this Agreement the Authority is acting as part of the Crown.





A. GENERAL PROVISIONS

A1 Definitions and Interpretation

A1.1 In this Agreement unless the context otherwise requires the following provisions shall have the meanings given to them below:

"Affected Party" the Party seeking to claim relief in respect of a Force Majeure Event.

"**Agreement**" means this concession agreement executed between the Authority and the Concessionaire consisting of these clauses and any attached Schedules, and any document referred to in Schedule 1 – The Services.

"Agreement Period" means the period from the Commencement Date to:

- a) End Date, or
- b) following an extension pursuant to clause F8 (Extension of Initial Agreement Period), the date of expiry of the extended period,

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

"Approval" means the written consent of the Authority.

"**Authority**" means the Secretary of State for Department for International Trade.

"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 Concessionaire by or on behalf of the Authority; or
 - ii) which the Concessionaire is required to generate, process, store or transmit pursuant to this Agreement; or
- b) any Personal Data for which the Authority is the Data Controller.

"Authority Software" means software which is owned by or licensed to the Authority, including software which is, or will be used by the Concessionaire for the purpose of providing the Services but excluding the Concessionaire Software.





"Breach of Security" means the occurrence of unauthorised access to or use of the Premises, the Services, the Concessionaire system or any ICT or data (including the Authority's Data) used by the Authority or the Concessionaire in connection with this Agreement.

"Business Continuity Plan" means any plan prepared pursuant to Clause H5.6, as may be amended from time to time.

"Commencement Date" means the date this Agreement is executed by both Parties.

"Commercially Sensitive Information" means the Information (i) listed in the Commercially Sensitive Information Schedule; or (ii) notified to the Authority in writing (prior to the commencement of this Agreement) which has been clearly marked as Commercially Sensitive Information comprised of information:

- a) which is provided by the Concessionaire to the Authority in confidence for the period set out in that Schedule or notification; and/or
- b) which constitutes a trade secret.

"Commercially Sensitive Information Schedule" means the Schedule containing a list of the Commercially Sensitive Information.

"Concessionaire" means the person, firm or company with whom the Authority enters into this Agreement.

"Concession Charge" means the value of the Concession Rate to be paid to the Authority by the Concessionaire in accordance with the terms of this Agreement.

"Concession Rate" means the percentage of the Gross Turnover to be paid to the Authority by the Concessionaire as set out in Schedule 3 (Concession Rate).

"Concessionaire Software" means software which is proprietary to the Concessionaire, including software which is or will be used by the Concessionaire for the purposes of providing the Services.

"Confidential Information" means:

a) any information which has been designated as confidential by either Party in writing or that ought reasonably to be considered as confidential (however it is conveyed or on whatever media it is stored) including information that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Concessionaire, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as





being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential; and

- b) the Commercially Sensitive Information and does not include any information:
 - i) which was public knowledge at the time of disclosure (otherwise than by breach of clause E4 (Confidential Information));
 - ii) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - iii) which is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
 - iv) is independently developed without access to the Confidential Information.

"Contracting Authority" means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015

"Crown" means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and The Welsh Assembly Government), including, but not limited to, government ministers, government departments, government and particular bodies, and government agencies.

"Controller" shall have the same meaning as set out in the GDPR.

"Data Subject" shall have the same meaning as set out in the GDPR.

"Processing" shall have the same meaning as set out in the GDPR.

"Data Protection Legislation" (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of personal data and privacy; (iii) all applicable Law about the Processing of personal data and privacy

"Data Protection Officer" shall have the same meaning as set out in the GDPR.

"**Default**" means any breach of the obligations of the relevant Party (including but not limited to fundamental 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 or in relation to the subject-matter of the Agreement and in respect of which such Party is liable to the other.

"Deliverable" means any document, plan, report, review or any other materials to be provided by or on behalf of the Concessionaire pursuant to the Services.

"DPA" means the Data Protection Act 2018.

"End Date" shall have the meaning given to it in paragraph 1.3 of this Agreement.

"Equipment" means the Concessionaire's equipment, plant, materials and such other items supplied and used by the Concessionaire in the performance of its obligations under the Agreement.

"Exit Day" shall have the meaning in the European Union (Withdrawal) Act 2018.

"Exit Manager" means the person appointed by each Party pursuant to paragraph 4.1 of Schedule 6 (Exit Management) for managing the Parties' respective obligations under Schedule 6 (Exit Management);

"Exit Plan" means the outline Exit Plan detailed in Schedule 6 (Exit Management) Appendix A, unless and until superseded by the plan produced and updated by the Concessionaire during the Agreement Period in accordance with paragraph 5 of Schedule 6 (Exit Management);

"FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

"Force Majeure Event" any event outside the reasonable control of either Party affecting its performance of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control and which are not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party, including riots, war or armed conflict, acts of terrorism, acts of government, local government or regulatory bodies, fire, flood, storm or earthquake, or other natural disaster but excluding any industrial dispute relating to the Concessionaire or the Concessionaire's Staff or any other failure in the Concessionaire's or a Sub-contractor's supply chain.

"Force Majeure Notice" a written notice served by the Affected Party on the other Party stating that the Affected Party believes that there is a Force Majeure Event.





"Fraud" means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown.

"GDPR" the General Data Protection Regulation (Regulation (EU) 2016/679)

"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.

"Gross Turnover" means the total sales made from food and beverages as outlined in Schedule 01 – Services Requirement and the Concessionaire's response throughout the duration of the Contract.

"ICT" means information and communications technology.

"ICT Environment" means the Authority's ICT system and the Concessionaire's ICT system.

"Information" has the meaning given under section 84 of the FOIA.

"Initial Agreement Period" means the period from the Commencement Date to the End Date or such earlier date of termination or partial termination of the agreement in accordance with the Law or the provisions of the Agreement.

"Intellectual Property Rights" means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

"**Key Personnel**" means those persons named in the Service Requirements as being Key Personnel.

"Law" means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Concessionaire is bound to comply.

"Loss" means direct losses, liabilities, claims, damages, costs, charges, outgoings and expenses (including legal expenses) of every description,





provided in each case that such losses are reasonable, direct, proper and mitigated.

"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.

"Month" means calendar month.

"Open Book Data" means complete and accurate financial and non-financial information which is sufficient to enable the Authority to verify the charges already paid or payable and charges forecast to be paid during the remainder of the Agreement Period and the Concessionaire's performance under this Agreement, including, but not limited to, details and all assumptions relating to:

- a) the Concessionaire's costs broken down against each service category and/or deliverable under the Agreement, including actual capital expenditure (including capital replacement costs) and the unit cost and total actual costs of all hardware and software; and
- b) operating expenditure relating to the supply of the Services including an analysis showing:
 - i) the unit costs and quantity consumables and bought-in services;
 - ii) manpower resources broken down into the number and grade/role of all Staff (free of any contingency) together with a list of agreed rates against each manpower grade;
 - iii) a list of costs underpinning those rates for each manpower grade, being the agreed rate less the Concessionaire's profit margin;
 - iv) reimbursable expenses (such as reasonable out of pocket travel and subsistence expenses properly and necessarily incurred in the supply of the Services);
 - v) overheads;
 - vi) all interest, expenses and any other third party financing costs incurred in relation to the supply of the Services;





- vii) the Concessionaire's profit margin achieved over the Agreement Period and on an annual basis;
- viii) confirmation that all methods of cost apportionment and overhead allocation are consistent with and not more onerous than such methods applied generally by the Concessionaire; and
- ix) an explanation of the type and value of risk and contingencies associated with the supply of the Services, including the amount of money attributed to each risk and/or contingency; and
- c) the Concessionaire's most up-to-date management accounts and annual accounts.

"Party" means a party to the Agreement.

"Performance Management Framework" means the management of the performance of the Service Provide as defined in Schedule 2.

"Personal Data" shall have the same meaning as set out in the GDPR.

"Personal Data Breach" shall have the same meaning as set out in the GDPR.

"Pre-Existing Intellectual Property Rights" means any Intellectual Property Rights vested in or licensed to the Authority or the Concessionaire prior to or independently of the performance by the Concessionaire or the Authority of their obligations under this Agreement.

"**Premises**" means the location where the Services are to be supplied, as set out in the Service Requirements.

"Process" shall have the same meaning as set out in the GDPR.

"Processor" shall have the same meaning as set out in the GDPR.

"Prohibited Act" means:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority or any other public body 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 Agreement; or
- c) committing any offence:
 - i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act); or
 - ii) under legislation or common law concerning fraudulent acts; or
 - defrauding, attempting to defraud or conspiring to defraud the Buyer or other public body; or
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

"Project Specific Intellectual Property Rights" means:

- a) Intellectual Property Rights in items created by the Concessionaire (or by a third party on behalf of the Concessionaire) specifically for the purposes of this Agreement, including any Deliverables and updates and amendments of these items; and/or
- b) Intellectual Property Rights arising as a result of the performance of the Concessionaire's obligations under this Agreement.

"**Property**" means the property, for clarity the provision of a basic kitchen and fit out, other than real property, issued or made available to the Concessionaire by the Authority in connection with the Agreement.

"Quality Standards" means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation 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 Concessionaire would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Service Requirements.

"Relevant Requirement" 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.

"Registers" has the meaning set out in paragraph 3.1 of Schedule 6 (Exit Management).

"Regulatory Bodies" means those government departments 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 Agreement or any other affairs of the Authority and "Regulatory Body" shall be construed accordingly.

"Request for Information" shall have the meaning set out in FOIA as relevant (where the meaning set out for the term "request" shall apply).

"Schedule" means a schedule attached to, and forming part of, the Agreement.

"Security Plan" means the Concessionaire's security plan prepared pursuant Schedule 5 (Security Requirements & Plan).

"Security Policy" means the Authority's Security Policy annexed to Schedule 5 (Security Requirements & Plan) as updated from time to time.

"Security Tests" means conduct tests of the processes and countermeasures contained in the Security Plan.

"Services" means the services to be supplied as specified in the Service Requirements.

"Service Requirements" means the description of the Services to be supplied under the Agreement as included in Schedule 1, including, where appropriate, the Key Personnel, the Premises and the Quality Standards.

"Staff" mean all persons employed by the Concessionaire to perform its obligations under the Agreement together with the Concessionaire's servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Agreement.

"Staff Vetting Procedure" means the Authority's procedures for the vetting of personnel and as advised to the Concessionaire by the Authority.

"Sub-Contract" means a contract between the Concessionaire and any third party which through its employees or agents directly delivers the some or all of the Services.

"Sub-Contractor" means any third party appointed by the Concessionaire under Clause F1.1 which through its employees or agents directly delivers the Services.

"**Tender**" means the document(s) submitted by the Concessionaire to the Authority in response to the Authority's invitation to suppliers for formal offers to supply the Services.





"Third Party Software" means software which is proprietary to any third party (other than an Affiliate of the Concessionaire) which is or will be used by the Concessionaire for the purposes of providing the Services.

"Termination Assistance Period" means the period during which it is anticipated that termination services will be required which shall continue no longer than twelve (12) Months after the Concessionaire ceases to provide the Services:

"TUPE Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006, as amended.

"Variation" has the meaning given to it in clause F3.1 (Variation).

"VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

"Worker" any one of the Concessionaire Staff which the Authority, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) applies in respect of the Services.

"Working Day" means any day (other than a Saturday or Sunday) on which banks in the United Kingdom are open for business.

- A1.2 The interpretation and construction of this Agreement shall be subject to the following provisions:
 - a) Words importing the singular meaning include where the context so admits the plural meaning and vice versa;
 - b) Words importing the masculine include the feminine and the neuter;
 - c) Reference to a clause is a reference to the whole of that clause unless stated otherwise:
 - d) Reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
 - e) Reference to any person shall include natural persons and partnerships, companies, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;





- f) The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- g) Any reference in this Agreement 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 European Economic Area ("EEA") agreement ("EU References") which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 shall be read on and after Exit Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 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 on and after Exit Day as a reference to the UK institution, authority or body to which its functions were transferred;

Headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement.

- A1.3 If there is any conflict between the clauses and the Schedules and/or any appendices to the Schedules and/or other documents referred to in this Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - a) The clauses;
 - b) Schedule 1 (Service Requirement) and Schedule 2 (Performance Management Framework);
 - c) Any other Schedules and their appendices (except for Schedule 7);
 - d) Schedule 7 (Concessionaire Tender); and
 - e) Any other document referred to in this Agreement or any other document attached to this Agreement.

A2 Agreement Period

The Agreement shall take effect on the Commencement Date and shall expire automatically on the End Date unless it is extended in accordance with clause F8 or is otherwise terminated in accordance with the provisions of the Agreement, or otherwise lawfully terminated.





A3 Concessionaire's Status

At all times during the Agreement Period the Concessionaire shall be an independent Concessionaire and nothing in the Agreement shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the Terms of the Agreement.

A4 Authority's Obligations

A4.1 Save as otherwise expressly provided, the obligations of the Authority under the Agreement are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Agreement shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under the Agreement (howsoever arising) on the part of the Authority to the Concessionaire.

A5 Notices

- A5.1 Except as otherwise expressly provided within the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.
- A5.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service) or by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause A5.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 Working Days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- A5.3 For the purposes of clause A5.2, the address of each Party shall be:

a)	For the Authority: Address:	_3 Whitehall Place London_SW1A 2AW
	For the attention of	
	Tel: Email:	

b) For the Concessionaire:

Address: Suite 5, Chiltern Court 37 St. Peters Avenue, Caversham, Reading, England, RG4 7DH





For the attention of: Tel: Email:

A5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

A6 Mistakes in Information

The Concessionaire shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Concessionaire in connection with the supply of the Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

A7 Conflicts of Interest

- A7.1 The Concessionaire shall take appropriate steps to ensure that neither the Concessionaire 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 Concessionaire, or any Staff and the duties owed to the Authority under the provisions of the Agreement. The Concessionaire will disclose to the Authority full particulars of any such conflict of interest which may arise.
- A7.2 The Authority reserves the right to terminate the Agreement immediately by notice in writing and/or to take such other steps it deems necessary 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 Concessionaire or any Staff and the duties owed to the Authority under the provisions of the Agreement in pursuit of Clause H2 (Termination on Default). The actions of the Authority pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.
- A7.3 This clause A7 shall apply for the Agreement Period and for a period of two (2) years after its termination or expiry.

A8 Prevention of Fraud

- A8.1 If the Concessionaire, its Staff or its Sub-Contractors commits Fraud in relation to this or any other contract, deed or other legally binding agreement with the Crown (including the Authority) the Authority may:
 - a) terminate the Agreement and recover from the Concessionaire the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement Period; or





- b) Recover in full from the Concessionaire any other loss sustained by the Authority in consequence of any breach of this clause.
- A8.2 Any act of Fraud committed by the Concessionaire or its Sub-Contractors (whether under this Agreement or any other contract with any other Contracting Authority) shall entitle the Authority to terminate this Agreement, and any other contract, deed or legally binding agreement the Authority has with the Concessionaire, by serving written notice on the Concessionaire.
- A8.3 If the Authority finds that the Concessionaire has deliberately submitted to the Authority misleading information, the Authority will be entitled to terminate this Agreement, or any other contract, deed or legally binding agreement the Authority has with the Concessionaire, with immediate effect.

A9 Volumes

A9.1 The Concessionaire acknowledges and has submitted its Tender on the understanding that no guarantee is given by the Authority in respect of levels or values of Services referred to in the Schedules which are indicative only and shall not be binding on the Authority.

B. SUPPLY OF SERVICES

B1 The Services

- B1.1 In consideration of the Concessionaire paying the Concession Charge the Authority has appointed the Concessionaire to provide the Services in accordance with the Authority's requirements as set out in the Service Requirements and the provisions of the Agreement in consideration of the Authority's licensing of intellectual property rights in relation to the Services as set out at clause E8. The Authority may inspect and examine the manner in which the Concessionaire supplies the Services at the Premises during normal business hours on reasonable notice.
- B1.2 If the Authority informs the Concessionaire in writing that the Authority reasonably believes that any part of the Services does not meet the requirements of the Agreement or differ in any way from those requirements, and this is other than as a result of a Default by the Authority, the Concessionaire shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Agreement within such reasonable time as may be specified by the Authority.

B2 Provision and Removal of Equipment

B2.1 The Concessionaire shall provide all the Equipment necessary for the supply of the Services, with the exclusion the kitchen and standard fitout as provided by the Authority, as outlined in (Annex 1 to Schedule 1 – Service Requirements).





B3 Manner of Carrying Out the Services

- B3.1 The Concessionaire 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 Services has not been specified in the Agreement, the Concessionaire shall agree the relevant standard of the Services with the Authority prior to the supply of the Services and in any event, the Concessionaire shall perform its obligations under the Agreement in accordance with the Law and Good Industry Practice and UAE Laws.
- B3.2 The Concessionaire shall ensure that all Staff supplying the Services shall 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.
- B3.3 The Authority will conduct regular reviews of the performance of the Concessionaire under this Agreement, as described in Schedule 2 Performance Management Framework, at least monthly during the Agreement Period. During this review, a performance report will be agreed and presented at the next Contract Management review meetings as described within Schedule 8 Governance and Contract Management.

B4 Key Personnel

- B4.1 The Concessionaire acknowledges that the Key Personnel, as detailed in Schedule 9, are essential to the proper provision of the Services.
- B4.2 The Key Personnel shall not be released from supplying the Services without the prior written agreement of the Authority.
- B4.3 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Authority. Such replacements shall be of at least equal status or of equivalent experience and skills to the 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 its agreement under clauses B4.2 or B4.3. Such agreement shall be conditional on appropriate arrangements being made by the Concessionaire to minimise any adverse impact on the Agreement which could be caused by a change in Key Personnel.

B5 Concessionaire's Staff

- B5.1 The Authority may, by written notice to the Concessionaire, 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 reasonable opinion of the Authority, be undesirable.





- B5.2 At the Authority's written request, the Concessionaire shall provide a list of the names of all persons who may require admission in connection with the Agreement to the Authority's Premises, within seven (7) Working Days from date of request, specifying the capacities in which they are concerned with the Agreement and giving such other particulars as the Authority may reasonably request.
- B5.3 The decision of the Authority as to whether any person is to be refused access to the Authority's Premises and as to whether the Concessionaire has failed to comply with clause B5.2 shall be final and conclusive.
- B5.4 The Concessionaire's Staff, engaged within the boundaries of the Authority's Premises, shall 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 at or outside the Authority's Premises.
- B5.5 The Concessionaire shall comply with Staff Vetting Procedures in respect of all persons employed or engaged in the provision of the Services. The Concessionaire confirms that all persons employed or engaged by the Concessionaire shall have complied with the Staff Vetting Procedures prior to commencing the Services and accessing the Premises.
 - B5.6 Without prejudice to clause B5.2, if the Concessionaire fails to comply with clause B5 and, in the reasonable opinion of the Authority, such failure may be prejudicial to the interests of the Crown, then the Authority may terminate the Agreement, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

B6 INTENTIONALLY BLANK - CONCESSIONAIRE'S PREMISES

B7 Licence to Occupy Premises

- B7.1 Any Premises made available from time to time to the Concessionaire by the Authority in connection with the Agreement shall be made available to the Concessionaire on a non-exclusive licence basis free of charge and shall be used by the Concessionaire solely for the purpose of performing its obligations under the Agreement. The Concessionaire shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Agreement.
- B7.2 The Concessionaire shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Agreement and the Concessionaire shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.





- B7.3 The Concessionaire shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Authority, and the Concessionaire shall pay for the cost of making good any damage caused by the Concessionaire or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- B7.4 The Parties agree that there is no intention on the part of the Authority to create a tenancy of any nature whatsoever in favour of the Concessionaire or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Agreement, the Authority retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

B8 Property

- B8.1 Where the Authority provides Property free of charge to the Concessionaire such Property shall be and remain the property of the Authority and the Concessionaire irrevocably licences the Authority and its agents to enter upon any premises of the Concessionaire during normal business hours on reasonable notice to recover any such Property. The Concessionaire shall not in any circumstances have a lien or any other interest on the Property and the Concessionaire shall at all times possess the Property as fiduciary agent and bailee of the Authority. The Concessionaire 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.
- B8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Concessionaire unless the Concessionaire notifies the Authority otherwise within five (5) Working Days of receipt.
- B8.3 The Concessionaire shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with providing the Services under the Agreement and for no other purpose without prior Approval.
- B8.4 The Concessionaire shall ensure all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, is secured in accordance with the Authority's reasonable security requirements as published from time to time.
- B8.5 The Concessionaire shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Authority's Default. The Concessionaire shall inform the Authority within two (2)





Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

B9 Offers of Employment

B9.1 For the duration of the Agreement and for a period of twelve (12) months thereafter neither the Authority nor the Concessionaire shall employ or offer employment to any of the other Party's staff who have been associated with the procurement and/or the contract management of the Services without that other Party's prior written consent.

B10 TUPE and Employment Matters

B10 Application of TUPE Regulations

B10.1 The Authority and the Concessionaire agree that TUPE Regulations do not apply to this Agreement.

C. PAYMENT AND CONCESSION CHARGE

C1 Concession Charge

- C1.1 In consideration of the Concessionaire's performance of its obligations under the Agreement, the Concessionaire will pay the Authority the Concession Charge, in accordance with the Schedule 3 Concession Rate and Schedule 2 Performance Management Framework.
- C1.2 The Concessionaire will pay the Concession Charge to the Authority on a monthly basis in arrears, notifying the Authority within five (5) working days of the month end of the Concession Charge to be paid and payment of the Concession Charge shall be made to the Authority by the Concessionaire within thirty (30) days of receipt of a valid invoice from the Authority. The Authority is responsible for producing the invoice. In the event that an invoice is disputed, this shall be settled through the dispute resolution process set out in Clause I2.

C3 UK Sterling

C3.1 All payment of the Concession Charge will be paid in sterling to the Authority.

D. STATUTORY OBLIGATIONS AND REGULATIONS

D1 Prevention of Corruption

- D1.1 The Concessionaire must not during any Agreement Period:
 - (a) commit a Prohibited Act or any other criminal offence in Regulation 38 of the Concession Contract Regulations 2016;





- (b) do or allow anything which would cause the Authority, including any of their employees, consultants, contractors, Subcontractors or agents to breach any of the Relevant Requirements or incur any liability under them
- D1.2 The Concessionaire shall during the term of this Agreement:
 - (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 sections 45(3) and 46(4) of the Criminal Finance Act 2017) to ensure that Associated Persons of the Concessionaire do not commit tax evasion facilitation offences as defined under that Act;
 - (c) keep appropriate records of its compliance with its obligations under Clause 40.3(a) 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.
- D1.3 The Concessionaire warrants that it has not paid commission or agreed to pay commission to the Authority or any other public body or any person employed by or on behalf of the Authority or any other public body in connection with the Agreement.
- D1.4 If the Concessionaire, its Staff or anyone acting on the Concessionaire's behalf, engages in conduct prohibited by clauses D1.1 or D1.2, the Authority may;
 - a) terminate the Agreement and recover from the Concessionaire the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the supply of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Agreement Period; or
 - b) recover in full from the Concessionaire any other loss sustained by the Authority in consequence of any breach of those clauses.

D2 Discrimination

D2.1 The Concessionaire shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil





partnerships, pregnancy and maternity, race, religion or belief, sex or sexual orientation and without prejudice to the generality of the foregoing the Concessionaire shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

- D2.2 The Concessionaire shall take all reasonable steps to secure the observance of clause D2.1 by all Staff.
- D2.3 The Concessionaire shall comply with the provisions of the Human Rights Act 1998.

D3 The Contracts (Rights of Third Parties) Act 1999

A person who is not a Party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and does not apply to the Crown.

D4 Environmental Requirements

The Concessionaire shall be responsible for adhering to the Expo 2020 Dubai's environmental policies. It is the responsibility of the Concessionaire to ensure that the latest policies are being used. These can be found on the Expo 2020 portal.

D5 Health and Safety

- D5.1 The Concessionaire shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Authority shall promptly notify the Concessionaire of any health and safety hazards which may exist or arise at the Authority's Premises and which may affect the Concessionaire in the performance of its obligations under the Agreement.
- D5.2 While on the Authority's Premises, the Concessionaire shall comply with any health and safety measures implemented by the Authority in respect of Staff and other persons working there.
- D5.3 The Concessionaire shall notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- D5.4 The Concessionaire shall comply with the requirements of the Health and Safety at Work Act 1974, Expo 2020 standards, UAE laws and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Agreement.





D5.5 The Concessionaire shall ensure that its health and safety policy statement and Risk Assessments (as required by the Health and Safety at Work Act 1974) is made available to the Authority on request.

E. PROTECTION OF INFORMATION

E1 Data Protection

- E1.1 For the purposes of clauses E1 and 2, the terms "Controller", "Processor", "Data Subject", "Personal Data", "Personal Data Breach", "Data Protection Officer" "Process" and "Processing" have been defined.
- E1.2 The Concessionaire shall not delete or remove any proprietary notices contained within or relating to the Authority Data.
- E1.3 The Concessionaire shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Concessionaire of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority.
- E1.4 To the extent that Authority Data is held and/or Processed by the Concessionaire, the Concessionaire shall supply Authority Data to the Authority as requested by the Authority in the format specified in the Specification.
- E1.5 The Concessionaire shall preserve the integrity of Authority Data and prevent the corruption or loss of Authority Data.
- E1.6 The Concessionaire shall perform secure back-ups of all Authority Data and shall ensure that up-to-date back-ups are stored securely off-site. The Concessionaire shall ensure that such back-ups are made available to the Authority immediately upon request.
- E1.7 The Concessionaire shall ensure that any system on which the Concessionaire holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy Framework.
- E1.8 If Authority Data is corrupted, lost or sufficiently degraded as a result of the Concessionaire's Default so as to be unusable, the Authority may:
 - a) require the Concessionaire (at the Concessionaire's expense) to restore or procure the restoration of Authority Data and the Concessionaire shall do so promptly; and/or
 - b) itself restore or procure the restoration of Authority Data, and shall be repaid by the Concessionaire any reasonable expenses incurred in doing so.





- E1.9 If at any time the Concessionaire suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Concessionaire shall notify the Authority immediately and inform the Authority of the remedial action the Concessionaire proposes to take.
- E1.10 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Concessionaire is the Processor. The only processing that the Concessionaire is authorised to do is listed in the table of Processing, Personal Data and Data Subject in Schedule 12 by the Authority and may not be determined by the Concessionaire.
- E1.11 The Concessionaire shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- E1.12 The Concessionaire shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
 - a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- E1.13 The Concessionaire shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
 - a) process that Personal Data only in accordance with the contents of the table at clause E2, unless the Concessionaire is required to do otherwise by Law. If it is so required the Concessionaire shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
 - b) ensure that it has in place Protective Measures, including the measures set out in Clause E1.6, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures) having taken account of the:





- i) nature of the data to be protected;
- ii) harm that might result from a Personal Data Breach;
- iii) state of technological development; and
- iv) cost of implementing any measures;

c) ensure that:

- i) the Concessionaire Personnel do not process Personal Data except in accordance with this Agreement (and in particular the contents of the table at clause E2);
- ii) it takes all reasonable steps to ensure the reliability and integrity of any Concessionaire Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Concessionaire's duties under this clause;
 - (B) are subject to appropriate confidentiality undertakings with the Concessionaire 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 permitted by this Agreement; and
 - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- d) not transfer Personal Data outside of the EU unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - the Authority or the Concessionaire has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
 - ii) the Data Subject has enforceable rights and effective legal remedies;
 - iii) the Concessionaire complies with its obligations under the Data Protection Legislation by providing an adequate 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
- iv) the Concessionaire complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- e) at the written direction of the Authority, delete or return Personal Data (and any copies of it) to the Authority on termination of the Agreement unless the Concessionaire is required by Law to retain the Personal Data.
- E1.14 Subject to clause E1.15, the Concessionaire shall notify the Authority immediately if in relation to it Processing Personal Data under or in connection with the Agreement it:
 - a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - b) receives a request to rectify, block or erase any Personal Data;
 - c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - e) 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
 - f) becomes aware of a Personal Data Breach.
- E1.15 The Concessionaire's obligation to notify under clause E1.14 shall include the provision of further information to the Authority in phases, as details become available.
- E1.16 Taking into account the nature of the processing, the Concessionaire shall provide the Authority with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause E1.14 (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 Access Request within the relevant timescales set out in the Data Protection Legislation;
- 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 Personal Data Breach:
- e) assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- E1.17 The Concessionaire shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Concessionaire employs fewer than 250 staff, unless:
 - a) the Authority determines that the processing is not occasional;
 - b) the Authority determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - c) the Authority determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- E1.18 The Concessionaire shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor.
- E1.19 The Concessionaire shall designate a Data Protection Officer if required by the Data Protection Legislation.
- E1.20 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Concessionaire must:
 - a) notify the Authority in writing of the intended Sub-processor and processing;
 - b) obtain the written consent of the Authority;
 - c) enter into a written agreement with the Sub-processor which give effect to the terms set out in Schedule 12that they apply to the Sub-processor; and





- d) provide the Authority with such information regarding the Subprocessor as the Authority may reasonably require.
- E1.21 The Concessionaire shall remain fully liable for all acts or omissions of any Sub-processor.
- E1.22 The Authority may, at any time on not less than thirty (30) Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- E1.23 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than thirty (30) Working Days' notice to the Concessionaire amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

E2 Table of Processing, Personal Data and Data Subjects

- E2.1 The Concessionaire shall comply with any further written instructions with respect to processing by the Authority.
- E2.2 Any such further instructions shall be incorporated into this Schedule 12.
- E3 Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989
- E3.1 The Concessionaire shall comply with, and shall ensure that its Staff comply with, the provisions of:
 - a) the Official Secrets Acts 1911 to 1989; and
 - b) Section 182 of the Finance Act 1989.
- E3.2 In the event that the Concessionaire or its Staff fail to comply with this clause, the Authority reserves the right to terminate the Agreement by giving notice in writing to the Concessionaire.

E4 Confidential Information

- E4.1 For the purposes of this Clause E4, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- E4.2 Except to the extent set out in this Clause E4 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:
 - a) treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form





- in which such materials are stored, and the nature of the Confidential Information contained in those materials);
- b) not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
- c) not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
- d) immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- E4.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
 - a) the Recipient is required to disclose the Confidential Information by Law, provided that Clause E5 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs;
 - b) the need for such disclosure arises out of or in connection with:
 - (i) any legal challenge or potential legal challenge against the Authority arising out of or in connection with this Agreement;
 - (ii) the examination and certification of the Authority's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority is making use of any Services provided under this Agreement; or
 - (iii) the conduct of a Central Government Body review in respect of this Agreement; or
 - c) the Recipient has reasonable grounds to believe that the Disclosing Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010 and the disclosure is being made to the Serious Fraud Office.
- E4.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or regulatory body requiring such disclosure and the Confidential Information to which such disclosure would apply.





- E4.5 The Concessionaire may disclose the Confidential Information of the Authority on a confidential basis only to:
 - a) Concessionaire Personnel who are directly involved in the provision of the Services and need to know the Confidential Information to enable performance of the Concessionaire's obligations under this Agreement;
 - b) its auditors; and
 - c) its professional advisers for the purposes of obtaining advice in to this Agreement.

Where the Concessionaire discloses Confidential Information of the Authority pursuant to this Clause E4.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.

- E4.6 The Authority may disclose the Confidential Information of the Concessionaire:
 - a) on a confidential basis to any Central Government Body for any proper purpose of the Authority or of the relevant Central Government Body;
 - b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
 - c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions:
 - on a confidential basis to a professional adviser, consultant, supplier or other person engaged by any of the entities described in Clause E4.6(a) (including any benchmarking organisation) for any purpose relating to or connected with this Agreement;
 - e) on a confidential basis for the purpose of the exercise of its rights under this Agreement, including the Audit Rights and Exit Management rights; or
 - on a confidential basis to a proposed Successor Body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement,

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Authority under this Clause E4.





E4.7 Nothing in this Clause E4 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

E5 Freedom of Information

- E5.1 The Concessionaire acknowledges that the Authority is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.
- E5.2 The Concessionaire shall and shall procure that its sub-Contractors shall;
 - a) transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
 - b) provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five (5) Working Days (or such other period as the Authority may specify) of the Authority's request; and
 - c) provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- E5.3 The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- E5.4 In no event shall the Concessionaire respond directly to a Request for Information unless expressly authorised to do so by the Authority.
- E5.5 The Concessionaire acknowledges that (notwithstanding the provisions of Clause E5) the Authority may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Concessionaire or the Services;
 - a) in certain circumstances without consulting the Concessionaire; or





b) following consultation with the Concessionaire and having taken their views into account;

provided always that where E5.5 (a) applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Concessionaire advanced notice, or failing that, to draw the disclosure to the Concessionaire's attention after any such disclosure.

- E5.6 The Concessionaire shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.
- E5.7 The Concessionaire acknowledges that the Commercially Sensitive Information listed in Commercially Sensitive Information Schedule is of indicative value only and that the Authority may be obliged to disclose it in accordance with clause E5.5.

E6 Publicity, Media and Official Enquiries

- E6.1 The Concessionaire shall not:
 - a) Make any press announcements or publicise this Agreement or its contents in any way; or
 - b) use the Authority's name or brand in any promotion or marketing or announcement of orders;

without the written consent of the Authority, which shall not be unreasonably withheld or delayed.

- E6.2 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, Sub-Contractors, suppliers, professional advisors and consultants comply with clause E6.1.
- E6.3 If so requested by the Authority the notepaper and other written material of the Concessionaire and their Sub-Contractors relating to the delivery of the Services(s) shall carry only logos and markings approved by the Authority. This may include, but shall not be limited to, such banner or logo as the Authority shall use to identify the

Service(s) ("Trade Mark") from time to time. All publicity and marketing material produced by the Concessionaire (or its Sub-Contractors) in relation to this Agreement shall be submitted to the Authority for approval, and no such items shall be printed (other than for approval purposes) until such approval is received.





E7 Security

- E7.1 The Concessionaire shall take all measures necessary to comply with the provisions of any enactment relating to security that may be applicable to the Concessionaire in the performance of the Services.
- E7.2 Whilst on the Authority's Premises, Staff shall comply with all security measures implemented by the Authority in respect of Staff and other persons attending those Premises.
- E7.3 The Concessionaire shall comply, and shall procure the compliance of the Concessionaire Staff, with the Security Policy and the Security Plan. The Concessionaire shall ensure that the Security Plan fully complies with the Security Policy.
- E7.4 The Authority shall notify the Concessionaire of any changes or proposed changes to the Security Policy.
- E7.5 If the Concessionaire believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the Services it may request a Variation to the Contract by written notice to the Authority. In doing so, the Concessionaire must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Concession Rate shall then be agreed in accordance with Clause F3 (Variation).
- E7.6 Until and/or unless a change to the Concession Rate is agreed by the Authority pursuant to clause E7.5 the Concessionaire shall continue to perform the Services in accordance with its existing obligations.

E8 Intellectual Property Rights

- E8.1 Save as granted elsewhere under this Agreement, neither the Authority nor the Concessionaire shall acquire any right, title or interest in the other's Pre-Existing Intellectual Property Rights.
- E8.2 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material furnished to or made available to the Concessionaire by or on behalf of the Authority ("Authority Background Rights") shall remain the property of the Authority.
- E8.3 The Concessionaire shall not, and shall procure that the Staff shall not, (except when necessary for the performance of the Agreement) without prior Approval, use or disclose any Authority Background Rights or the Project Specific Intellectual Property Rights to any third party.
- E8.4 All title to and all rights and interest in the Project Specific Intellectual Property Rights shall vest in the Authority. The Concessionaire hereby assigns to the





Authority, with full title guarantee, title to and all rights and interest in the Project Specific Intellectual Property Rights and/or shall procure that the first owner of the Project Specific Intellectual Property Rights also does so. The assignment shall either take effect on the date of the Agreement or as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific Intellectual Property Rights, as appropriate.

- E8.5 The Concessionaire shall waive or procure a waiver of any moral rights in any copyright works assigned to the Authority under this Agreement.
- E8.6 If requested to do so by the Authority, the Concessionaire shall without charge to the Authority execute all documents and do all such further acts as the Authority may require to perfect the assignment under clause E8.4 or shall procure that the owner of the Project Specific Intellectual Property Rights does so on the same basis.
- E8.7 The Authority hereby grants to the Concessionaire a non-exclusive, revocable, non-assignable licence to use the Authority Background Rights and the Project Specific Intellectual Property Rights during the Agreement Period for the sole purpose of enabling the Concessionaire to provide the Services.
- E8.8 To the extent only that this is necessary to enable the Authority to obtain the full benefits of ownership of the Project Specific Intellectual Property Rights, the Concessionaire hereby grants to the Authority and shall procure that any relevant third party licensor shall grant to the Authority a perpetual, irrevocable, non-exclusive, assignable, royalty-free and global licence to use, sub-license and/or commercially exploit any Concessionaire Pre-Existing Intellectual Property Rights or Intellectual Property Rights owned by a third party that are embedded in or which are an integral part of the Project Specific Intellectual Property Rights.
- E8.9 The Concessionaire shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Concessionaire shall, during and after the Agreement Period, indemnify and keep indemnified and hold the Authority and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of the performance by the Concessionaire of the Services and/or the possession or use by the Authority of the Deliverables, except where any such claim arises from:
 - a) items or materials based upon designs supplied by the Authority; or
 - b) the use of data supplied by the Authority which is not required to be verified by the Concessionaire under any provision of the Agreement.
- E8.10 The Authority shall notify the Concessionaire in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any





third party Intellectual Property. The Concessionaire shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Concessionaire provided always that the Concessionaire:

- a) shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
- b) shall take due and proper account of the interests of the Authority; and
- c) shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).
- E8.11 The Authority shall at the request of the Concessionaire afford to the Concessionaire all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Concessionaire for infringement or alleged infringement of any Intellectual Property Right in connection with the performance of the Concessionaire's obligations under the Agreement and the Concessionaire shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. Such costs and expenses shall not be repaid where they are incurred in relation to a claim, demand or action which relates to the matters in clause E8.9 (a) or (b).
- E8.12 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Concessionaire in connection with the performance of its obligations under the Agreement.
- E8.13 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Agreement or in the reasonable opinion of the Concessionaire is likely to be made, the Concessionaire shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:
 - a) modify any or all of the Services or the Deliverables without reducing the performance or functionality of the same, or substitute alternative Services or Deliverables of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Services or Deliverables or to the substitute Services or Deliverables; or
 - b) procure a licence to use and supply the Services or Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Authority,





and in the event that the Concessionaire is unable to comply with clauses E8.13 (a) or (b) within twenty (20) Working Days of receipt of the Concessionaire's notification the Authority may terminate the Agreement with immediate effect by notice in writing.

E9 Audit and the National Audit Office

- E9.1 The Concessionaire shall keep and maintain until six (6) years after the end of the Agreement Period, or as long a period as may be agreed between the Parties, the Open Book Data, full and accurate records of the Agreement including the Services supplied under it. The Concessionaire shall on request afford the Authority or the Authority's representatives such access to those records as may be requested by the Authority in connection with the Agreement.
- E9.2 The Concessionaire (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 purpose of his 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 Concessionaire shall provide such explanations as are reasonably required for these purposes. This clause does not constitute a requirement or agreement for the examination, certification or inspection of the accounts of the Concessionaire under Section 6(3) (d) and (5) of the National Audit Act 1983.
- E9.3 The Concessionaire shall ensure that all of its contracts with Sub-contractors include obligations reflecting the requirements of the Authority under this clause E9.
- E9.4 The Concessionaire shall provide the rights set out in this clause E9 to any duly authorised staff or agents of the Authority, the National Audit Office and any third parties as notified by the Authority to the Concessionaire from time to time.

E10 Malicious Software

- E10.1 The Concessionaire shall, as an enduring obligation throughout the Agreement Period, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the ICT Environment.
- E10.2 Notwithstanding Clause E10.1, if Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Authority Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.





- E10.3 Any cost arising out of the actions of the parties taken in compliance with the provisions of Clause E10.2 shall be borne by the parties as follows:
 - by the Concessionaire where the Malicious Software originates from the Concessionaire Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Concessionaire);
 and
 - b) by the Authority if the Malicious Software originates from the Authority Software, the Third Party Software or the Authority Data (whilst the Authority Data was under the control of the Authority)."

F. CONTROL OF THE AGREEMENT

F1 Transfer and Sub-Contracting

- F1.1 The Concessionaire shall not assign, sub-contract or in any other way dispose of the Agreement or any part of it without prior Approval. Sub-contracting any part of the Agreement shall not relieve the Concessionaire of any of its obligations or duties under the Agreement.
- F1.2 The Concessionaire shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.
- F1.3 Where the Authority has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Authority, be sent by the Concessionaire to the Authority as soon as reasonably practicable.
- F1.4 Subject to clause F1.6, the Authority may assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof to;
 - a) any Contracting Authority;
 - b) any other body established 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 Concessionaire's obligations under the Agreement.

F1.5 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not, subject to clause F1.8, affect the validity of the Agreement. In such circumstances, the Agreement shall bind and inure to the benefit of any successor body to the Authority.





- F1.6 If the rights and obligations under the Agreement are assigned, novated or otherwise disposed of pursuant to clause F1.4 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 (Termination on Insolvency and Change of Control) and H2 (Termination on Default) shall be available to the Concessionaire in the event of respectively, the bankruptcy or insolvency, or Default of the Transferee; and
 - b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Agreement or any part thereof with the prior consent in writing of the Concessionaire.
- F1.7 The Authority may disclose to any Transferee any Confidential Information of the Concessionaire which relates to the performance of the Concessionaire's obligations under the Agreement. In such circumstances the Authority shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Concessionaire's obligations under the Agreement 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.
- F1.8 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 provisions of the Agreement.
- F1.9 The Concessionaire must ensure that all Sub-contractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this does not happen, the Authority can publish the details of the late payment or non-payment.

F2 Waiver

- F2.1 The failure of either Party to insist upon strict performance of any provision of the Agreement, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Agreement.
- F2.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause A6 (Notices).





F2.3 A waiver of any right or remedy arising from a breach of the Agreement shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Agreement.

F3 Variation

- F3.1 The Authority may from time to time during the Agreement Period, by written notice to the Concessionaire, request a variation of the Service Requirements provided that such variation does not amount to a material change to it. Such a change is hereinafter called a "Variation".
- F3.2 Following such notice, the Authority and the Concessionaire shall enter into good faith negotiations (for a period of not more than five (5) Working Days from the date thereof or where, in the reasonable opinion of the Authority, the Variation is necessary as a matter of urgency due to circumstances outside the Parties' control, such shorter period as the Authority shall direct) to agree the Variation and any variation in the Concession Rate that, in all the circumstances, properly and fairly reflects the nature and extent of the proposed Variation. If the Parties are unable to agree such matters within such period, the Authority shall by written notice to the Concessionaire:
 - a) agree that the Parties shall continue to perform their obligations under the Agreement without the Variation; or
 - b) terminate the Agreement with immediate effect.
- F3.3 If the Parties agree the Variation and any variation in the Concession Rate within the relevant period set out in clause F3.1, the Concessionaire shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Agreement.
- F3.4 Any such Variation shall be communicated in writing by the Authority to the Concessionaire in accordance with clause A5 (Notices). All Variations shall form an addendum to the Agreement.

F4 Severability

If any provision of the Agreement 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 of the Agreement shall continue in full force and effect as if the Agreement had been executed with the invalid, illegal or unenforceable provision eliminated.

F5 Remedies in the Event of Inadequate Performance

F5.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Concessionaire's obligations under the Agreement, then the Authority shall take all reasonable steps to investigate the complaint.





The Authority may, in its sole discretion, uphold the complaint and take further action in accordance with clause H2 (Termination on Default) of the Agreement.

- F5.2 In the event that the Authority is of the reasonable opinion that there has been a material breach of the Agreement by the Concessionaire, then the Authority may, without prejudice to its rights under clause H2 (Termination on Default), do any of the following:
 - a) require the Concessionaire to submit a performance improvement plan detailing why the breach has occurred and how it will be remedied within
 - ten(10) Working Days or such other period of time as the Authority may direct:
 - b) without terminating the Agreement, itself supply or procure the supply of all or part of the Services until such time as the Concessionaire shall have demonstrated to the reasonable satisfaction of the Authority that the Concessionaire will once more be able to supply all or such part of the Services in accordance with the Agreement;
 - c) without terminating the whole of the Agreement, terminate the Agreement in respect of part of the Services only (whereupon a corresponding reduction in the Concession Rate shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
 - d) terminate, in accordance with clause H2 (Termination on Default), the whole of the Agreement.
- F5.3 Without prejudice to its rights under clause C3 (Recovery of Sums Due), the Authority may charge the Concessionaire 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 Concessionaire for such part of the Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.
- F5.4 If the Concessionaire fails to supply any of the Services in accordance with the provisions of the Agreement and such failure is capable of remedy, then the Authority shall instruct the Concessionaire to remedy the failure and the Concessionaire shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days or such other period of time as the Authority may direct.
- F5.5 In the event that:





- a) the Concessionaire fails to comply with clause F5.4 above and the failure is materially adverse to the interests of the Authority or prevents the Authority from discharging a statutory duty; or
- b) the Concessionaire persistently fails to comply with clause F5.4 above,

the Authority may terminate the Agreement with immediate effect by notice in writing.

F6 Remedies Cumulative

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

F7 Monitoring of Contract Performance

The Concessionaire shall comply with the monitoring arrangements set out in Schedule 2 Performance Management Framework, including, but not limited to, providing such data and information as the Concessionaire may be required to produce under the Agreement.

F8 Extension of Initial Agreement Period

The Authority may, by giving written notice to the Concessionaire not less than one (1) Month prior to the last day of the Initial Agreement Period, extend the Agreement for a further period to be agreed, but will not exceed six (6) additional months. The provisions of the Agreement will apply (subject to any Variation or adjustment to the Concession Rate pursuant to clause C4 (Concession Rate adjustment on extension of the Initial Agreement Period)) throughout any such extended period.

F9 Entire Agreement

- F9.1 The Agreement constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Agreement 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 Fraud or fraudulent misrepresentation.
- F9.2 In the event of, and only to the extent of, any conflict between the clauses of the Agreement, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
 - 1) the clauses of the Agreement;
 - 2) the Schedules; and





3) any other document(s) referred to in the clauses of the Agreement.

F10 Counterparts

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

G. LIABILITIES

G1 Liability, Indemnity and Insurance

- G1.1 Neither Party excludes or limits liability to the other Party for:
 - a) death or personal injury caused by its negligence; or
 - b) Fraud; or
 - c) fraudulent misrepresentation; or
 - d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- G1.2 Subject to clause G1.3, the Concessionaire shall indemnify the Authority and keep the Authority indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Concessionaire of its obligations under the Agreement or the presence of the Concessionaire 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 Concessionaire, or any other loss which is caused directly or indirectly by any act or omission of the Concessionaire.
- G1.3 The Concessionaire shall not be 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 Agreement.
- G1.4 Subject always to clause G1.1, the liability of either Party for Defaults shall be subject to the following financial limits:
 - a) the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Agreement shall in no event exceed five million pounds (£5,000,000);





- b) the annual aggregate liability under the Agreement of either Party for all Defaults (other than a Default governed by clauses E2 (GDPR), E8.3 (Intellectual Property Rights) or G1.4 (a)) shall in no event exceed five million pounds (£5,000,000); and
- c) The aggregate liability of the Concessionaire under clause E8.3 (Intellectual Property Rights) shall in no event exceed five million pounds (£5,000,000).
- G1.5 Subject always to clause G1.1, in no event shall either Party be liable to the other for any:
 - a) loss of profits, business, revenue or goodwill; and/or
 - b) loss of savings (whether anticipated or otherwise); and/or
 - c) indirect or consequential loss or damage.
- G1.6 The Concessionaire shall effect 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 Concessionaire, arising out of the Concessionaire's performance of its obligations under the Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Concessionaire. Such insurance shall be maintained for the duration of the Agreement Period.
- G1.7 The Concessionaire shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.
- G1.8 The Concessionaire 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.
- G1.9 If, for whatever reason, the Concessionaire fails to give effect to and maintain the insurances required by the provisions of the Agreement the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Concessionaire.
- G1.10 The provisions of any insurance or the amount of cover shall not relieve the Concessionaire of any liabilities under the Agreement. It shall be the responsibility of the Concessionaire to determine the amount of insurance cover that will be adequate to enable the Concessionaire to satisfy any liability referred to in clause G1.2.





G2 Taxation, National Insurance and Employment Liability.

G2.1 Taxation

- 2.1 The Concessionaire must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Authority cannot terminate the Agreement where the Concessionaire has not paid a minor tax or social security contribution.
- 2.2 Where the Concessionaire or any Concessionaire Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Agreement, the Supplier must both:
 - (a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;
 - (b) indemnify the Authority against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Agreement Period in connection with the provision of the Services by the Concessionaire or any of the Concessionaire Staff.
- 2.3 If any of the Concessionaire Staff are Workers who receive payment relating to the Services, then the Concessionaire must ensure that its contract with the Worker contains the following requirements:
 - (a) the Authority may, at any time during the term of the Agreement, request that the Worker provides information which demonstrates they comply with clause G2.2, or why those requirements do not apply, the Concessionaire can specify the information the Worker must provide and the deadline for responding;
 - (b) the Worker's contract may be terminated at the Authority's request if the Worker fails to provide the information requested by the Authority within the time specified by the Authority;
 - (c) the Worker's contract may be terminated at the Authority's request if the Worker provides information which the Authority considers isn't good enough to demonstrate how it complies with clause G2 or confirms that the Worker is not complying with those requirements;
 - (d) the Authority may supply any information they receive from the Worker to HMRC for revenue collection and management.





G3 Warranties and Representations

- G3.1 The Concessionaire warrants and represents that:
 - a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Agreement and that the Agreement is executed by a duly authorised representative of the Concessionaire;
 - b) in entering the Agreement it has not committed any Fraud;
 - c) as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Agreement;
 - d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently 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 a material adverse effect on its ability to perform its obligations under the Agreement;
 - 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 Agreement;
 - f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Concessionaire 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 Concessionaire's assets or revenue;
 - g) it owns, 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 Agreement;
 - h) in the three (3) years prior to the date of the Agreement:
 - 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 Agreement.

G4 Force Majeure

- G4.1 Subject to the remaining provisions of this clause G3 (and, in relation to the Concessionaire, subject to its compliance with its Business Continuity Plan), a Party may claim relief under this clause G3 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 Concessionaire in performing its obligations under the Contract which results from a failure or delay by an agent, Sub-Contractor or supplier shall be 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 Concessionaire.
- G4.2 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.
- G4.3 If the Concessionaire is the Affected Party, it shall not be entitled to claim relief under this clause G3 to the extent that consequences of the relevant Force Majeure Event:
 - a. are capable of being mitigated by any of the Services, but the Concessionaire has failed to do so; and/or
 - b. should have been foreseen and prevented or avoided by a prudent Concessionaire of services similar to the Services, operating to the standards required by the Contract; or
 - c. are the result of the Concessionaire's failure to comply with its Business Continuity Plan (except to the extent that such failure is also due to a Force Majeure Event that affects the execution of the Service Continuity Plan)
- G4.4 Subject to clause G3.5, 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.





- G4.5 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 Concessionaire 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.
- G4.6 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 shall not be 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 shall be liable for any Default arising as a result of such failure;
 - (b) the Concessionaire fails to perform its obligations in accordance with the Contract it shall be 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 terms of the Contract during the occurrence of the Force Majeure Event.
- G4.7 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.
- G4.8 Relief from liability for the Affected Party under this clause G3 shall end 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 shall not be dependent on the serving of notice under clause G3.7.

H. DEFAULT, DISRUPTION AND TERMINATION

H1 Termination on Insolvency and Change of Control

- H1.1 The Authority may terminate the Agreement with immediate effect by notice in writing where the Concessionaire is a company and in respect of the Concessionaire:
 - 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; or





- 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); or
- c) a petition is presented for its winding up (which is not dismissed within fourteen (14) days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- 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; or
- f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- h) any event similar to those listed in H1.1 (a)-(g) occurs under the law of any other jurisdiction.
- H1.2 The Authority may terminate the Agreement with immediate effect by notice in writing where the Concessionaire 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 Concessionaire's creditors; or
 - b) a petition is presented and not dismissed within fourteen (14) days or order made for the Concessionaire's bankruptcy; or
 - c) a receiver, or similar officer is appointed over the whole or any part of the Concessionaire's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - the Concessionaire 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; or
 - 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 Concessionaire's assets and such attachment or process is not discharged within fourteen (14) days; or

- f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
- g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- H1.3 The Concessionaire shall notify the Authority immediately if the Concessionaire 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 Agreement by notice in writing with immediate effect within six (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 shall not be permitted to terminate where an Approval was granted prior to the change of control.

H2 Termination on Default

- H2.1 The Authority may terminate the Agreement by written notice to the Concessionaire with immediate effect if the Concessionaire commits a Default and if:
 - a) the Concessionaire has not remedied the Default to the satisfaction of the Authority within twenty-five (25) Working Days, or such other period as may be specified by the Authority, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - b) the Default is not, in the opinion of the Authority, capable of remedy; or
 - c) the Default is a material breach of the Agreement.
- H2.2 In the event that through any Default of the Concessionaire, data transmitted or processed in connection with the Agreement is either lost or sufficiently degraded as to be unusable, the Concessionaire shall be 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.





H3 Break

- H3.1 The Authority shall have the right to terminate the Agreement at any time by giving three (3) Months' written notice to the Concessionaire. The Authority may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Concessionaire during the period of extension. This includes the following termination provisions:
 - a) for convenience at any time, including where the Agreement should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
 - b) if a Force Majeure Event endures for a continuous period of more than ninety (90) days; or
 - c) if the Agreement has been substantially amended to the extent that the Public Contracts Regulations 2015 require a new procurement procedure

H3.1A The Authority may terminate:

- a) for convenience at any time, including where the Agreement should not have been entered into in view of a serious infringement of obligations under European Law declared by the Court of Justice of the European Union under Article 258 of the Treaty on the Functioning of the EU;
- b) if a Force Majeure Event endures for a continuous period of more than ninety (90) days; or
- c) if the Agreement has been substantially amended to the extent that the Concession Contract Regulations 2016 require a new procurement procedure
- H3.2 On the expiry or termination of this Agreement or any part thereof the Concessionaire shall cease all use of all the Authority Background Rights (as defined in clause E8.2) and Project Specific Intellectual Property Rights and shall return or destroy as the Authority requires, all documents and materials (including those in electronic format) incorporating or referring to the same.

H4 Consequences of Expiry or Termination

H4.1 Where the Authority terminates the Agreement under clause H2 (Termination on Default) and then makes other arrangements for the supply of Services, the Authority may recover from the Concessionaire the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Agreement Period. The Authority shall take all reasonable steps to mitigate such additional expenditure. Where the Agreement is terminated under clause H2 (Termination on Default), no





further payments shall be payable by the Authority to the Concessionaire until the Authority has established the final cost of making those other arrangements.

- H4.2 Where the Authority terminates the Agreement under clause H3 (Break), the Authority shall indemnify the Concessionaire against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss up until the date of termination by the Concessionaire by reason of the termination of the Agreement, provided that the Concessionaire takes all reasonable steps to mitigate such loss. Where the Concessionaire holds insurance, the Concessionaire shall reduce its unavoidable costs by any insurance sums available. The Concessionaire shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Concessionaire as a result of termination under clause H3 (Break).
- H4.3 The Authority shall not be liable under clause H4.2 to pay any sum which:
 - was claimable under insurance held by the Concessionaire, and the Concessionaire has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
 - b) when added to any sums paid or due to the Concessionaire under the Agreement, exceeds the total sum that would have been payable to the Concessionaire if the Agreement had not been terminated prior to the expiry of the Agreement Period.
- H4.4 Save as otherwise expressly provided in the Agreement:
 - a) termination or expiry of the Agreement shall be without prejudice to any rights, remedies or obligations accrued under the Agreement prior to termination or expiration and nothing in the Agreement shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
 - b) termination of the Agreement shall not affect the continuing rights, remedies or obligations of the Authority or the Concessionaire under clauses C2 (Payment), C3 (Recovery of Sums Due), D1 (Prevention of Corruption), E1 (Authority Data), E2 (Protection of Personal Data), E3 (Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989), E4 (Confidential Information), E5 (Freedom of Information), E8 (Intellectual Property Rights), E9 (Audit and National Audit Office), F6 Remedies Cumulative), G1 (Liability, Indemnity and Insurance), G2 (Professional Indemnity), H4 (Consequences of Expiry or Termination), H6 (Recovery upon Expiry or Termination) and I1 (Governing Law and Jurisdiction).





H5 Disruption

- H5.1 The Concessionaire shall take reasonable care to ensure that in the performance of its obligations under the Agreement it does not disrupt the operations of the Authority, its employees, any other Concessionaire employed by the Authority or any other operator on the Expo site.
- H5.2 The Concessionaire shall immediately inform the Authority of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Agreement.
- H5.3 In the event of industrial action by the Staff, the Concessionaire shall seek Approval to its proposals to continue to perform its obligations under the Agreement.
- H5.4 If the Concessionaire's proposals referred to in clause H5.3 are considered insufficient or unacceptable by the Authority acting reasonably, then the Agreement may be terminated with immediate effect by the Authority by notice in writing.
- H5.5 If the Concessionaire is temporarily unable to fulfil the requirements of the Agreement owing to disruption of normal business by direction of the Authority, an appropriate allowance by way of extension of time will be approved by the Authority. In addition, the Authority will reimburse any additional expense reasonably incurred by the Concessionaire as a direct result of such disruption.
- H5.6 The Concessionaire shall have a Business Continuity Plan in place, agreed with the Authority, to ensure that the Service to the Authority will be maintained in the event of disruption (including, but not limited to, disruption to information technology systems) to the Concessionaire's operations, and those of sub-Contractors to the Concessionaire, however caused. Such contingency plans shall be available for the Authority to inspect and to practically test at any reasonable time, and shall be subject to regular updating and revision throughout the currency of the Agreement.

H6 Recovery upon Termination

H6.1 At the end of the Agreement Period (howsoever arising) the Concessionaire shall immediately deliver to the Authority or as directed upon request all Property (including materials, documents, information and access keys) used in the performance of its obligations under the Agreement in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-Contractors and in the event the Concessionaire fails to do so, the Authority may recover possession thereof and the Concessionaire grants a licence to the Authority or its appointed agents to enter (for the purposes of such recovery) any premises of the Concessionaire or its permitted suppliers or sub-Contractors where any such items may be held.





H6.2 At the end of the Agreement Period (howsoever arising) and/or after the Agreement Period the Concessionaire shall provide assistance to the Authority and the Replacement Concessionaire in order to ensure an effective handover of all work then in progress. Where the end of the Agreement Period arises due to the Concessionaire's Default, the Concessionaire shall provide such assistance at nil charge. Where the Agreement ends for other reasons the Authority shall pay the Concessionaire's reasonable costs of providing the assistance and the Concessionaire shall take all reasonable steps to mitigate such costs.

I. DISPUTES AND LAW

I 1 Governing Law and Jurisdiction

The Agreement shall be governed by and interpreted in accordance with English law and the Parties submit to the jurisdiction of the English courts. Each Party irrevocably waives any objection which it might at any time have to the courts of England being nominated as the forum to hear and decide any proceedings and to settle any disputes and agrees not to claim that the courts of England are not a convenient or appropriate forum.

I 2 Dispute Resolution

- I 2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute ultimately to the Employment Group Delivery Director of the Authority (or such other person as he or she may direct).
- 1 2.2 Nothing in this dispute resolution procedure shall prevent the Parties from 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.
- I 2.3 If the dispute cannot be resolved by the Parties pursuant to clause I2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause I2.5 unless (a) the Authority considers that the dispute is not suitable for resolution by mediation; or (b) the Concessionaire does not agree to mediation.
- 1 2.4 The obligations of the Parties under the Agreement shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Concessionaire and its Staff shall comply fully with the requirements of the Agreement at all times.
- I 2.5 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 between the Parties, or if they are unable to agree upon a





Mediator within ten (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 ten (10) Working Days from the date of the proposal to appoint a Mediator, or within ten (10) Working Days of notice to either Party that he is unable or unwilling to act, apply to a mediation Concessionaire to appoint a Mediator.

- b) The Parties shall within ten (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 to be held. If considered appropriate, the Parties may at any stage seek assistance from a mediation Concessionaire 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 Agreement without the prior written consent of both Parties.
- f) If the Parties fail to reach agreement in the structured negotiations within sixty (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 I 2.6.
- I 2.6 Subject to clause I2.2, the Parties shall not institute court proceedings until the procedures set out in clauses I2.1 and I2.3 have been completed save that:
 - a) the Authority may at any time before court proceedings are commenced, serve a notice on the Concessionaire requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.
 - b) if the Concessionaire intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have twenty one (21) days following receipt of such notice to serve a reply on the Concessionaire requiring the dispute to be referred to and resolved by arbitration in accordance with clause I2.7.





- c) the Concessionaire may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with clause I2.7, to which the Authority may consent as it sees fit.
- I 2.7 In the event that any arbitration proceedings are commenced pursuant to clause I2.6:
 - a) the arbitration shall be governed by the provisions of the Arbitration Act 1996:
 - b) the Authority shall give a written notice of arbitration to the Concessionaire (the "**Arbitration Notice**") stating:
 - i) that the dispute is referred to arbitration; and
 - ii) providing details of the issues to be resolved:
 - the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the dispute was referred to arbitration in accordance with I2.7 (b) shall be applied and are deemed to be incorporated by reference to the Agreement and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
 - d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
 - e) 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 I2.7 or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA;
 - f) the arbitration proceedings shall take place in London and in the English language; and
 - g) the arbitration proceedings shall be governed by, and interpreted in accordance with, English law.





FORM OF AGREEMENT

On behalf of Living Hospitality Limited		
Signed by		
Name		
Date		
Position in Organisation		
On behalf of The Secretary	of State for The Department for International Trade	
Signed by		
Name		
Date		
Position in Organisation		





<u>SCHEDULE 1 – SERVICE REQUIREMENTS</u>

Introduction

This Section sets out the Authority's requirements.

Background

The hospitality on the UK Pavilion provides the Authority with an opportunity to attract higher visitor numbers, promote the UK as a food tourism destination and increase consumer awareness of brands from across the UK and restaurants operating across the region. To be successful, a Concessionaire with knowledge of the UAE local market with established distribution chains and access to staffing will be key.

Bray Leino, the UK Pavilion Event Management Service supplier, is responsible for the hospitality services for the UK National Programme through their subcontractor chain. Bray Leino will be from January 2021 establishing this chain. Bray Leino, can if they wish subcontract all or part of their hospitality service to the appointed Concessionaire.

The Authority reserves the right to obtain any goods or services it is required to provide by way of sponsorship arrangements with third parties. Therefore, the Authority reserves the right to explore sponsorship arrangements with third parties for goods or services which the Concessionaire is required to provide. Where such sponsorship arrangements can be secured the Authority will discuss such proposed arrangements with the Concessionaire before finalising any sponsorship arrangements.

Specification of Requirements

Scope

Having now completed a hospitality design concept, the Authority are now focusing on the delivery and implementation stage of the concept for the UK Pavilion.

The intention for the delivery and implementation of the concept at the UK Pavilion is to feature:

- 1. A Quick Service Restaurant (QSR), serving small UK dishes and allowing for a fast customer flow.
- 2. A bar area for a more relaxed dining experience.

Visitors will be able to access the hospitality areas independently of the overall visitor experience, to enable sufficient flow.

The Concessionaire will work closely with DIT in further developing and implementing the overall design concept of the UK Pavilion and promote the full diversity and creativity of food & drink from the UK.

UK Pavilion Floor Space – Front and Back of House

The floor space for the back of house and front of house, rounded up to the nearest square metre (sqm) is as follows:





Back of House

- Kitchen 100 sqm
- Changing Room 4 sqm

Front of House

- Whole restaurant 145 sqm
- Restaurant servery 25 sqm (within restaurant space (part of 145sqm))
- The Restaurant space seats 40 people
- Garden Bar (outside) 8 sqm seats 36 people

Expo and UK Pavilion opening hours - Friday 1 October 2021 - Thursday 31 March 2022

The Concessionaire will provide full catering services for the restaurant and bar during UK Pavilion opening hours.

For reference, opening hours for both Expo and UK Pavilion are as follows:-

Expo 2020 Dubai opening hours

Weekdays: 10:00hrs to 01:00hrs

Weekends and special days: 10:00hrs to 02:00hrs

UK Pavilion opening hours

Weekdays: 10:00hrs to 22:00hrs*

Weekends and special days: 10:00hrs to 22:00hrs*

* there may be occasions whereby the UK Pavilion may be open until 01:00hrs – notice will be given in advance when these occasions occur.

The Concessionaire must have:

- 1. Experience in international hospitality events and the ability to plan and forecast a comprehensive menu.
- A demonstrable and strong UAE supply chain to include chilled and frozen (or the ability to partner with a UAE supply chain) and an understanding of the requirements to import British food and alcoholic and non-alcoholic drinks in UAE.
- 3. An understanding of the importation process for 'hard to import' items into UAE such as, alcohol and non-halal commodities. **Please note** UK Pavilion will not be using any pork products in its catering offer.
- 4. Use of an off-site centralised kitchen or production kitchen (or the ability to partner with a local provider) to allow maximum prep away from the pavilion, particularly during busy periods. Evidence of health and safety and hygiene practices must be provided in the Concessionaires response to question A06: Security and Health & Safety.





5. Relationships with/or the ability to work with leading culinary talent (Chefs) from the UK as part of the overall concept or as part of regular 'moments' throughout the duration of Expo.

<u>Services</u>

DIT to Provide:

- 1. Space within the UK Pavilion for the use of hospitality, both front and back of house at no charge, including all utilities. Annexe 1 Kitchen Equipment and Layout Drawings refers.
- All the equipment as outlined within the equipment hire contract with Lowe Refrigeration LLC for both front and back of house – Annexe 1 – Kitchen Equipment and Layout Drawings refers.
- 3. The Authority will have the right to close the restaurant and bar space to the public in order to host VIP and private business events the Authority will give sufficient notice, when possible, that these occasions need to occur. There may be unavoidable last minute requests that will need to be accommodated. However, the QSR offering will remain fully open to the public throughout Expo opening hours.
- 4. The Authority will provide access for the Concessionaire to the Expo 2020 Dubai Participants Portal, to enable them to review the guidance, regulations, forms, etc, to adhere to and complete by Expo deadlines, this includes, but is not limited to: Retail in a Box (Expo's point of sale units), Commercial Proposal, and Expo's Planet over Plastics pledge. It will be the responsibility of the Concessionaire to update themselves on all Expo guidance and regulations and to complete all forms relevant to the full running of the catering offer in the UK Pavilion after award of the Contract.
- 5. The latest Expo 2020 Dubai Food and Beverage Guide and the latest Food and Beverage Instructional Handbook can be found in Appendix B Expo 2020 Food and Beverage Guidance. It will be the responsibility of the successful Concessionaire to ensure they deliver to the latest Expo guidance, regulations, forms, etc. that will be available through the Expo 2020 Dubai Participants Portal.

Front of House

- 6. Bar and restaurant infrastructure, See Annexe 1 Kitchen Equipment and Layout Drawings for detailed drawings and equipment list, tables, chairs and signage. Both items are subject to change and the Concessionaire will be notified of any changes as soon as possible.
- 7. The name of the bar and restaurant is '**1851**'. DIT will provide concept documents to enable the Concessionaire to use for branding their uniforms, menus, crockery, etc. as required after the award of Contract.





Back of House

8. A kitchen fitted out with standard kitchen equipment has been provided to enable the storage, cooking and serving of food and drink as detailed within Annexe 1 – Kitchen Equipment and Layout Drawings. The list may be subject to change and Concessionaire will be notified of any changes as soon as possible.

Requirements of Concessionaire

- Implementation of a hospitality concept, to include the ability to deliver a lowcost quick serve offer to drive throughput and turnover, that is fully halal compliant.
- 2. Quick Service Restaurant (QSR) concept of British small plates, plus 'fish, chips and fizz' option in the main restaurant, and the separate outside garden bar, allowing the sale of alcohol and non-halal items.
- 3. Bray Leino will be responsible for sourcing hospitality for the UK National Event programme. The Concessionaire will be responsible for providing an option for VIP events (outside of the UK National Programme), including halal dining options within the restaurant and bar area upon request.
- 4. Knowledge of the local market established distribution chains and access to staffing.
- 5. Menu design to support the Quick Service Restaurant (QSR). This will entail serving small UK dishes and allow for a fast customer flow (must be halal). The focus in this area would be:
 - i. a deli space with a provision for takeaway options
 - ii. brunch with the weekly Friday brunch stand out moment
 - iii. afternoon tea with takeaway options, for example the provision of a traditional picnic offering.
 - iv. a 'fish chips and fizz' option in the bar space.
- 6. Reviews and changes to the menu in the QSR menu on a weekly basis (where appropriate) to provide variety featuring ingredients and dishes from across the UK.
- 7. A full menu of food & drink, including halal, vegetarian and vegan options throughout the duration of Expo with regular changes. The first draft menu must be ready for DIT clearance within six (6) weeks of Contract commencement. Further updates to menu to be agreed between both parties this might be weekly, fortnightly or monthly.
- 8. To be responsible for showcasing food and drink from the UK countries/Devolved Administrations (England, Scotland, Wales and Northern Ireland) for special feature moments in the calendar and will be given advance notice in order to produce the menu and deliver a cultural experience.





- 9. Be responsible for continuous improvement to the menu by regularly checking the menu and sales of dishes to identify and rectify poor performing dishes (and arrange for their removal from menu accordingly); to include new dishes to attract patrons to the UK dining experience.
- 10. Details of their complaint handling and customer satisfaction regime for the delivery of this hospitality offer at Expo.
- 11. Adherence to Expo rules, regulations and guidance around the purchase and sale of alcohol and food products, the use of food and alcohol in food/menu development, labelling and the listing of ingredients in food items highlighting allergens. This includes completion of the commercial proposal (an official requirement by Expo 2020 team), in collaboration with the Authority and its relevant contractors and subcontractors, adherence to waste management, recycling, etc. These can be found in the official Dubai Expo Participant Portal.
- 12. Its own UAE Bank account, and sufficient and safe ways to move money to/from UK Pavilion accordingly or as advised by Expo.

The Concessionaire will be required to:

- 13. Purchase from Expo the Retail in a Box (Point of Sale) units and any other relevant equipment through Expo's ordering route accordingly.
- 14. Establish and build on a good working relationship with Expo's approved alcohol providers. Only Maritime and Mercantile International (MMI) and African and Eastern are legally allowed to import and sell alcohol in the UAE so all alcohol will need to be sourced through one of those two if not both. Further information is contained within Appendix B Expo Food & Beverage Instructional Handbook.
- 15. Support onsite staff, contractors and/or sub-contractors by providing an area of kitchen space and equipment, as required (discussion and agreement between Concessionaire and staff, contractors, etc will be arranged and agreed prior to requirement). For example, the competition as shown below in items 16 and 17 and 25.
- 16. To collaborate through pre-event planning meetings with UK onsite Expo team, Bray Leino and Young Chef Young Waiter (YCYW) competition owners Nth Degree, to provide the agreed kitchen equipment (included within the equipment list) for five (5) chef finalists and five (5) waiter finalists including refrigeration space on the UK Pavilion on the day of the final as required by the chef finalists 16 November 2021. Exact space requirements will be shared with the Concessionaire during pre-event planning meetings to ensure the Concessionaire has time to make any adjustments within the kitchen. The Concessionaire to provide access and use of the restaurant kitchen if necessary, as agreed with the Authority during the pre-planning meetings for the final of the YCYW competition. Further information will be provided on award of contract.





- 17. To collaborate through pre-event planning meetings with UK onsite Expo team and with the event management and logistics team at Bray Leino who will be working with Nth Degree to deliver this high-profile event to ensure roles, responsibilities, timings and other logistics are understood and acceptable for all concerned.
- 18. Source all ingredients for all UK Pavilion menu requirements in the restaurant and bar for the duration of Expo (inc. costs, shipping, storage, delivery):
 - 1 Ensuring that (where appropriate and taking into consideration sustainability) they are of UK origin
 - 2 Are reflective of UK food and drink industry,
 - 3 Showcasing full diversity and regionality
 - 4 Ensuring they are from reliable, sustainable sources, taking into consideration sustainability requirements as well as ensuring high levels of animal welfare in accordance with Dubai Expo regulations¹.
 - To establish a fortnightly rotation (or as agreed with DIT) of key ingredients, soft and hard drinks to ensure a fair representation of the UK's food & drinks suppliers.
- 19. Recruit all hospitality staff² in adherence to Appendix B Expo 2020 Workers Welfare Assurance Standards and appropriate support, training and uniforms adhering to DIT brand guidelines and '1851' brand.
- 20. The provision of both English and Arabic speaking front-of-house staff during public opening hours.
- 21. To bear all operational and maintenance costs associated with the hospitality offering, excluding utilities, Wi-Fi, cost of kitchen / bar equipment provided by the Authority.
- 22. To provide any back of house pans, pots, bowls, blenders, utensils, gastro insert, colour coded boards, specialised small items such as (not limited to) sous vide/water baths, smokers, thermal blenders, ice cream/sorbet machines, etc. required by the Concessionaire to sufficiently run a fully operational kitchen. To reconfirm the Authority will provide basic kitchen / bar fit-out only please refer to Annexe 1 for details (Equipment list and floor plans).
- 23. To be responsible for all disposable items, ensuring minimum impact to our carbon footprint and minimise the use of disposable plastic
- 24. To provide all crockery (plates, cups, etc) and cutlery for any events (outside of the UK national Programme)/dining including VIP dining.
- 25. Either directly or in conjunction with the Authority (adhering to brand guidelines), the Concessionaire to market and promote the UK hospitality/food and drink

¹ in accordance with Dubai Expo regs access ble via Participants' Portal and in the Food & Beverage Instructional Handbook and Food & Beverage Guide – See Appendix B.

² To include back-of-house and front-of-house (e.g. kitchen staff; porters; waiting staff; and bar staff).





industry to drive visitors and turnover to the UK Pavilion, representing the Pavilion in the correct manner. This may include themed evenings, tasting events, masterclasses and entertainment or key feature moments through a tailored menu – i.e. Burns Night, etc. with the approval of the Authority.

- 26. Clean all kitchen and servery units at both the front and back of house, including the deep clean of said items at end of Expo before equipment is returned to Lowe Refrigeration LLC. If equipment is not cleaned, then the Concessionaire will be responsible for any incurred penalty costs charged to the Authority by Lowe Refrigeration LLC.
- 27. The Concessionaire will implement and maintain their proposed operational structure as per Schedule 9 of this Contract in order to deliver the Services.
- 28. To provide details of their security plan, which must meet Expo accreditation standards, which will be agreed and signed off by the Authority security expert following award of contract.
- 29. Regular reporting as outlined below, but not limited to, and to the agreed timelines:
- Brief monthly reports to be produced within five (5) working days of the end of each month in readiness to be presented at the monthly review meetings.
- Quarterly two-page reports and invoices to be produced within five (5) working days of the end of each quarter in readiness to be presented at the quarterly review meetings.
- Timely reporting of progress to date, meeting deadlines and approvals to DIT Expo team, on (not limited to) the following:
 - Menu development (public, Events programme, VIP dining and sponsor/partner events) including pricing. Amendment of menus subject to feedback from DIT.
 - 2. Onboarding and securing of Chefs specialist events and other feature moments.
 - 3. Sourcing of suppliers / supply chain development (UAE and UK) /updates
 - 4. Sourcing of sponsors / sponsor development & updates

Reports should clearly focus on cost efficiency, quality and have a clear timing/deadline plan where appropriate.

- 30. Deliver the Services in line with Schedule 8 Contract Management and Governance
- 31. Deliver the Service to the standards and timings as outlined within Annexe 2 of Schedule 2 Performance Management Framework





Annexe 1 – Kitchen Equipment and Layout Drawings

BOH - Gastrowell - Counter Top Refrigerated		
BOH - 1500mm Storage Racking		
BOH - 5.7x 1.5m Extract Canopy		
BOH - Condense Canopy 1000 x 1000 mm (SPONSORED)		
Jack Stack 72 Plates		
BOH - 2.4M x 2.4M Cold Room- Chiller		
BOH - Coldroom End Door		
BOH - Coldroom Motor		
BOH - Fire Suppression System		
BOH - GN 1 Door Warmer Cart - 16amp 220V/1N 2.6		
BOH - 620L Upright Freezer - 13amp 230V/1N 50Hz		
BOH - 2 door bench chiller - 13amp 220V/1N 270W		
BOH - 20x GN1/1 Combination Oven Electric - 63a		
BOH - 3 Door Bench Freezer		
BOH - Double Induction Hob- 16Amp 220V 1N 3.6Kw		
BOH - 40L Deep Fat Fryer (SPONSORED)		
BOH - SALAMANDER GRILL - ELECTRIC 32amp 1N 24v		
BOH 1.2m Stainless Steel Table - No Wheels (SPO		
BOH - 0.9m Stainless Steel Table		
BOH - Single Stainless Steel Sink (SPONSORED)		
BOH - Double Stainless Steel Sink (SPONSORED)		
BOH - Self Contained Hand Wash Sink - 13amp 240		
BOH - Hot Cupboard Gantry Heat Lamp (SPONSORED)		
BOH - 1.2m Bain Marie Hot Cupboard (SPONSORED)		
BOH - GN2/1 Trolley		
BOH - Solid Top Range with Oven (SPONSORED)		
BOH - Pass Through Dishwasher - 400V 3N 7Kw 32a		
BOH - Fly Killer		
BOH - Pedal Waste Bin- 50L		
BOH - Storage Racking 600mm Depth x 1200mm Width		
BOH - Storage Racking 600mm Depth x 1500mm Width		
BAR - 160 - Coffee Grinder		
BAR - B1C Refrigerated Corner Display Counter		
BAR - B1P 1.28m Chilled Display Counter		
BAR - Electronic Point of Sale - By Client		
BAR - 2 Door Bench Chiller		
BAR - 3 Door Bench Chiller		
BAR - Barista Coffee Machine 3-Group		





BAR - Single Bowl Stainless Steel Sink
BAR - Self Contained Hand Wash Sink - 13amp 240
BAR - Auto Fill 10 Ltr. Water Boiler
BAR - Glass/Dishwasher 50x50 - 16amp 300-400V/3
BAR - Fly Killer
BAR - Ice maker 26kg - 13amp 220V/1N 0.45Kw 3pi
BAR - Pedal Waste Bin 50L
VIP - 160 - Coffee Grinder
VIP - Barista Coffee Machine 2 Group/Head
VIP - H3DD Double Door Under Counter Display Ch
PLAZA BAR - 160 - Coffee Grinder
PLAZA BAR - Barista Coffee Machine 2-Group
PLAZA BAR - Self Contained Hand Wash Sink
PLAZA BAR - Single Door Back Bar Chiller
PLAZA BAR - Undercounter Glass/Dishwasher 50x50
PLAZA BAR - 26Kg Ice Maker
PLAZA BAR - Pedal Bin
USS - Counter Top Ice Machine with Water Reservoir
USS - White Under Counter Storage Chiller with
USS - Self Contained Hand Wash Sink

Floor Plans





USS - Glass/Dishwasher 50x50

Kitchen Kitchen
Plans_revised BOH_4 Plans_revised FOH_4





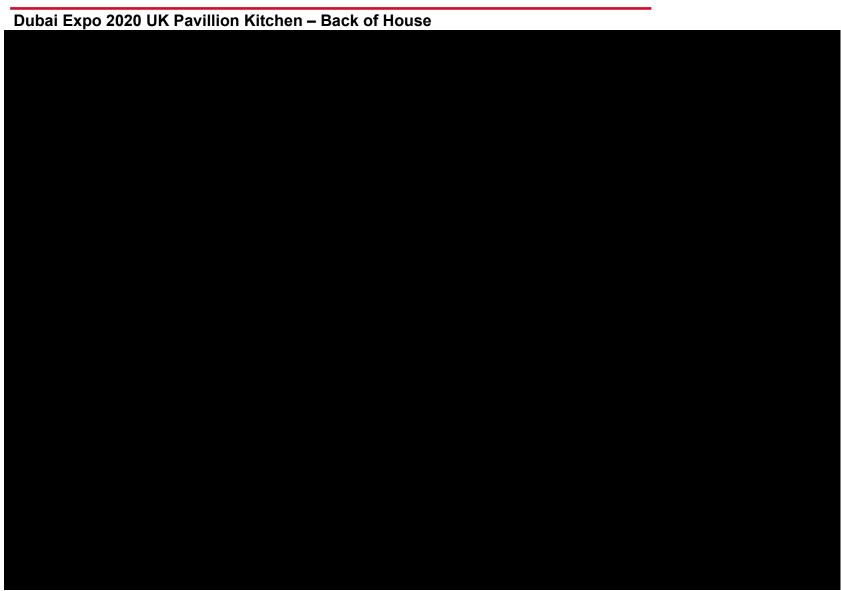
Kitchen Kitchen
Plans_revised outsidePlans_revised Under:



Kitchen Plans_revised VIP roc











Dubai Expo 2020 UK Pavilion Kitchen – Outside of Bar	

















Dubai Expo 2020 UK Pavilion Kitchen – Under Stairs Serverv





SCHEDULE 2 – PEFORMANCE MANAGEMENT FRAMEWORK

As part of the Authority's continuous drive to improve the performance of all Contractors, this Performance Management Framework (PMF) will be used to monitor measure and control all aspects of the Concessionaire's performance of contract responsibilities.

- 2. The PMF purpose is to set out the obligations on the Concessionaire, to outline how the Concessionaire's performance will be evaluated and to detail the sanctions for performance failure.
- 3. Performance management indicators for the Concessionaire will be listed under the following categories:
 - 1. Contract Management
 - 2. Delivery and support
 - 3. Quality of Service
 - 4. Cost
 - 5. Continuous Improvement

The above categories are consistent within all Contract awards allowing the Authority to monitor the Concessionaire's performance at both individual contract level and at enterprise level with the individual Concessionaire.

The Authority is required to publish performance on the top three (3) KPIs for this contract. The Authority will share the captured information with Cabinet Office to be subsequently published online. The Concessionaire will be notified prior to this information being shared. https://www.gov.uk/government/publications/procurement-policy-note-0520-the-outsourcing-playbook-v20)

Management of the PMF

- 1. The Concessionaire shall detail performance against KPI's in the monthly, the quarterly Dashboards and the end of Contract.
- 2. KPI's shall be monitored on a regular basis and shall form part of the contract performance review outlined in Appendix 06. Performance of KPI's will be reported monthly and quarterly.
- 3. The first month shall not be formally assessed. It shall be used to develop the report template and agree the format and content to be included in the dashboard.
- 4. Any performance issues highlighted in these dashboards will be addressed by the Concessionaire, who shall be required to provide an improvement plan ("Remediation Plan") to address all issues highlighted within a week of the Authority request and actions to rectify this failure as well as any measures to be introduced to prevent this failure from occurring in the future. Measures proposed may include introduction of new KPIs.





- 5. Key Performance Indicators (KPIs) are essential in order to align Concessionaire's performance with the requirements of the Authority and to do so in a fair and practical way. KPIs have to be realistic and achievable; they also have to be met otherwise indicating that the service is failing to deliver.
- 6. KPIs are to be agreed and finalised at the first monthly review meeting and will be confirmed under a Contract Change Note. Any subsequent changes to KPIs agreed between the Authority and the Concessionaire will be confirmed under a Contract Change Notice.
- 7. The mandatory KPI's attributed to this requirement are listed on Annex 1





Annex 2 – Key Performance Indicators

KPIs are to be agreed and finalised at the first monthly review meeting and will be confirmed under a Contract Change Note. Any subsequent changes to KPIs agreed between the Authority and the Concessionaire will be confirmed under a Contract Change Notice.





Metric	KPI	Definition	What is required to measure this KPI	KPI Measurement	KPI Rating
CONTRACT MANAGEMENET	KPI 1 Reporting to DIT	Concessionaire to provide the following: 1. PSR³ – Fully completed monthly reports for the monthly Review/Contract management meetings 2. Weekly progress reporting to the Hospitality Workstream 3. Product sourcing - Monthly report detailing the breakdown of products by company and region 4. Weekly cost reports during Expo 2020	 PSR – Accurately completed monthly reports sent within five (5) working days of the end of each month Up to date weekly reports provided at the end of the working week⁴ to reflect work delivered during the reporting period Product sourcing - Monthly report to be produced within five (5) working days of the end of each month to accurately reflect the latest information on product sourcing Weekly cost reports to be provided at the end of the working week which provides accurate information on the measurement of sales and product performance as detailed within the Specification of Requirements 	 PSR monthly reports provide accurate reflection of deliverables in the reporting month and expected activities for the next reporting month, to be explicitly linked to expenditure for financial tracking Weekly reports to accurately reflect delivery of key deliverables as contained within the Specification of Requirements and requested by the Hospitality Workstream Product sourcing reports provided on time and accurately reflect latest information on products by company and regions Weekly costs report provided on time and with accurate information 	95% >1day overdue or on time but does not provide full information 98% On time < 1 day overdue or on time but lacks detailed information 100% On time and accurate

Suppliers Performance Report
 End of the working week, will depend on where the Concessionaire is based.





QUALITY OF SERVICE	유	KPI 2 - Compliance to Expo Food Standards	Compliance to requirements, food standards and deadlines set by Expo	Contributions to Expo requirements should be completed by the Concessionaire, allowing 1 to 5 days prior to Expo's deadline for DIT to review/contribute (as appropriate) and submitted to Expo by Expo's deadline. Concessionaire to update DIT on progress of addressing/ meeting the requirements set out by Expo	Work is delivered to Expo's expectations (using the relevant forms or templates), is accurate and detailed as per Expo's requirement and is submitted to DIT Expo team in the first instance to review before being submitted to Expo – country manager or as instructed by Expo – by their deadline.	95% >1day overdue or on time but does not provide full information	98% On time < 1 day overdue or on time but lacks detailed information	100% On time and accurate
	QUALITY OF SERVICE	KPI 3 - Compliance to Brand	The Concessionaire should be compliant in accordance to joint sign off of DIT/GREAT templates and branding, (ie. uniforms, menus, printed or digital) as defined by the DIT brand guidelines	Work delivered within Brand guidelines. Clearance requests to DIT to be at least 3 days before deadline to print. Brand lead in DIT Expo team and Hospitality lead will sign off on brand items before Concessionaire goes to print.	Concessionaire to adhere to DIT/GREAT Brand standard and deliver any clearance requests on time to ensure there is no delay to critical print deadlines.	95% >1day overdue or on time but does not provide full information	98% On time < 1 da overdue or on time but lacks detailed information	A SAN SWIESS OF





DELIVERY AND SUPPORT	KPI 4 – Information sharing	To provide information and/or support to the DIT Expo workstream leads for time sensitive or reputational matters requiring input from the Concessionaire	To deliver work in the format as described by relevant workstream lead – examples include (but not limited to): Comms/PR purposes – UK Expo website hospitality pages updates, PR for guest Chefs. etc Digital for visitor experience - hospitality contributions to device (chefs, menus, prices, special offers/themes), security information for Pavilion security purposes - Accreditation – details of staff who will be on site. Concessionaire to meet deadlines and provide information in format required by workstream lead.	Contributions towards workstream leads updates to be submitted by workstream lead deadlines and in the format that they have requested.	95% >1day overdue or on time but does not provide full information	98% On time < 1 day overdue or on time but lacks detailed information	100% On time and accurate
DELIVERY AND SUPPORT	KPI 5 – Turnaround	The Concessionaire will have the capacity and capability to cater for VIPs visiting the Pavilion at short notice (this may be for simple refreshments, light snacks, etc).	Orders for dishes will be made on the day of that VIP visit. If the Authority is given at least a day's notice of the VIP's arrival DIT Expo team will inform the Concessionaire as soon as possible, within 2hrs of confirmed notice. VIPs will order from the Quick Service Menu. The Concessionaire will provide dishes ordered within 35 minutes of taking the order.	Meals to be delivered within the specified time from ordering. Meals should be complete and presented to the same high standard, demonstrating the best of UK cuisine, from the Quick Service Menu.	<98% Failure to meet the deadline	98% On time not to expected standards	100% On time and to the agreed standard





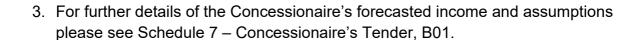
CONTINUOUS IMPROVEMENT	KPI 6 – Customer Satisfaction	Concessionaire will measure customer satisfaction, visitor experience to the restaurant and the quality of food.	The Concessionaire will record customer satisfaction either through electric devices (tbc – may be provided by DIT Expo Insights and Evaluation team or Concessionaire to provide) or using postcards placed around restaurant seating areas. The Concessionaire to share details of the customer satisfaction results on a weekly basis with the onsite DIT Expo team and UK Hospitality lead to discuss how the Concessionaire will handle complaints.	Results of the feedback to be submitted to the Authority 24hrs prior to the weekly meeting taking place to enable the Authority to review the feedback independently and to prepare accordingly for the next day's discussion with the Concessionaire. The weekly meetings between Authority and the Concessionaire with take place to review customer feedback in detail and to determine next steps/actions for the Concessionaire to take.	95% >1day overdue or on time but does not provide full information	98% On time < 1 day overdue or on time but lacks detailed information	100% On time and accurate
COST	KPI 7 – Menu design	The Concessionaire will continually improve their menu (weekly) to remove poor selling dishes and promote smaller and regional brands	Through the sales of food each day, the Concessionaire will determine the volume of sales of dishes so can quickly review the bestselling and least popular dishes and act accordingly. Concessionaire to update DIT team on sales performance of dishes and update on action to be taken and when it will be taken.	Identified Improvements agreed to be delivered within the agreed time. An agreed action plan taken to remove poor performing dishes by the agreed date.	95% >1day overdue or on time but does not provide full information	98% On time < 1 day overdue or on time but lacks detailed information	100% On time and accurate





SCHEDULE 3 – CONCESSION RATE

1. The Concessionaire will pay a fixed eight percent (8%) of Gross Turnover from the sale of food and be beverages as outlined in Schedule 1 – Service Requirements. This is to be paid monthly in arrears to the Authority. The Concessionaire shall notify the Authority within five (5) working days of month end of the Concession Charge to be paid according to the Service Requirements.







SCHEDULE 4 – COMMERCIALLY SENSITIVE INFORMATION

The Authority acknowledges that the Concessionaire has not requested that any information be treated as Commercially Sensitive Information. Therefore the Authority will automatically publish all information provided by the Concessionaire.





SCHEDULE 5 - SECURITY REQUIREMENTS AND PLAN

The Security Plan will be agreed between the Authority and the Concessionaire following Contract Commencement and incorporated into the Contract via the variation process as outlined in clause F3.





SCHEDULE 6 - EXIT MANAGEMENT

1. OVERVIEW

- 1.1 The Concessionaire is required to ensure the orderly transition of the Services from the Concessionaire to the Authority and/or any Replacement Concessionaire in the event of termination (including Partial Termination) or expiry of this Agreement. This Schedule sets out the principles of the exit and service transfer arrangements that are intended to achieve such orderly transition and which shall form the basis of the Exit Plan, and is divided into the following parts:
 - 1.1.1 Part A (Agreement Life Obligations), which details the obligations placed upon the Parties throughout the Agreement Period to prepare for Exit Management; and
 - 1.1.2 Part B (Obligations upon Termination or Expiry), which details the obligations of the Parties upon expiry of the Agreement Period or upon service of a notice of termination and the Parties' obligations following the cessation of the Services.
- 1.2 For the avoidance of doubt, the Concessionaire shall be responsible for the overall management of the exit and service transfer arrangements.

PART A - AGREEMENT LIFE OBLIGATIONS

2. OBLIGATIONS TO ASSIST ON RE-TENDERING OF SERVICES

- 2.1 The Concessionaire recognises that any re-tendering exercise commenced by the Authority in respect of all or part of the Services at any time must be fair and open, and in order to facilitate a smooth, timely and orderly re-tendering the Concessionaire shall at any time during the Agreement Period (promptly and in the timescales set out by the Authority):
 - 2.1.1 provide all reasonable assistance that the Authority may require in connection with any re-tendering process;
 - 2.1.2 not knowingly do or omit to do anything which may adversely affect the ability of the Authority to ensure an orderly re-tendering process.
- 2.2 In order to assist the Authority in preparing invitations to tender for, or in undertaking other procurement activities relating to, the performance of replacement of the Services and to enable potential suppliers to conduct due diligence as potential Replacement Concessionaires, the Concessionaire shall





on request provide to the Authority and/or to its potential Replacement Concessionaire(s) (subject to the potential Replacement Concessionaire(s) entering into reasonable written confidentiality undertakings with the Authority in respect of any Concessionaire's Confidential Information disclosed to it) the following information, subject to the terms of the written confidentiality undertakings above but always without any charge or restrictions on use or dissemination when used or disseminated for the purposes set out in this paragraph 2.2:

- 2.2.1 details of the Service(s);
- 2.2.2 details of the Sub-Contracts;
 - 2.2.3 all information relating to transferring employees required to be provided by the Concessionaire under this Agreement.

3. MAINTENANCE OF REGISTERS

- 3.1 During the Agreement period the Concessionaire will:
- 3.1.1 maintain a register of all of the SubContracts and other relevant agreements (including relevant software licences, maintenance and support agreements and equipment rental and lease agreements) required for the performance of the Services;
- 3.1.2 in relation to all Sub-Contracts referred to in paragraphs 3.1.1, detail their status as either solely dedicated to the provision of the Services or non-dedicated and used by the Concessionaire for other purposes; and
- 3.1.3 maintain a document detailing the technical infrastructure through which the Concessionaire provides the Services. This document should be of sufficient detail to permit the Authority and/or Replacement Concessionaire to understand how the Concessionaire provides the Services and to enable the smooth transition of the Services with the minimum of disruption, (collectively the "Registers"). The Concessionaire shall maintain the Registers in such format as is agreed between the Parties and shall update the Registers from time to time and in particular in the event that Equipment, Sub-Contracts or other relevant agreements are added to or removed from the Services.
- 3.2 The Concessionaire shall (unless otherwise agreed by the Authority in writing) procure that all Sub-Contracts and other agreements with third parties, which are necessary to enable the Authority and/or any The





Concessionaire shall (unless otherwise agreed by the Authority in writing) procure that all Sub-Contracts and other agreements with third parties, which are necessary to enable the Authority and/or any Replacement Concessionaire to perform the Services in accordance with this Agreement or the Replacement Services, shall be assignable and/or capable of novation at the request of the Authority to the Authority (and/or its nominee) and/or any Replacement Concessionaire upon the Concessionaire ceasing to provide the Services (or part of them) without restriction (including any need to obtain any consent or approval) or payment by the Authority.

- 3.3 Where the Concessionaire is unable to procure that any Sub-Contract or other agreement referred to in paragraph 3.2 above which the Concessionaire proposes to enter into after the Commencement Date is assignable and/or capable of novation to the Authority (and/or its nominee) and/or any Replacement Concessionaire without restriction or payment, the Concessionaire shall promptly notify the Authority of this and the Parties shall (acting reasonably and without undue delay) discuss the appropriate action to be taken which, where the Authority so directs, may include the Concessionaire seeking an alternative Sub-Contractor.
- 3.4 The Concessionaire shall provide the Authority with a copy of the then current Registers:
 - 3.4.1 annually during the Agreement Period; and
 - 3.4.2 on request from the Authority at any time after service of notice of termination by either Party or no more than 6 Months prior to the expiry of this Agreement.

4. APPOINTMENT OF EXIT MANAGERS

- 4.1 Each Party will appoint an Exit Manager and provide written notification of such appointment to the other Party within one (1) Month of the Commencement Date.
- 4.2 The Concessionaire's Exit Manager will be responsible for ensuring that the Concessionaire and its employees, agents and Sub-Contractors comply with this Schedule.
- 4.3 The Concessionaire will ensure that its Exit Manager has the requisite authority to arrange and procure any resources of the Concessionaire as are reasonably necessary to enable the Concessionaire to comply with the requirements set out in this Schedule.





4.4 The Parties' Exit Managers will liaise with one another in relation to all issues relevant to the termination of this Agreement and all matters connected with this Schedule and each Party's compliance with it.

5. EXIT PLAN

- 5.1 The Concessionaire will, within one (1) month after the Commencement Date, deliver to the Authority an Exit Plan which sets out the Concessionaire's proposed methodology for achieving an orderly transition of Services from the Concessionaire to the Authority and/or its Replacement Concessionaire on the expiry or termination of this Agreement and which complies with the requirements set out in the Outline Exit Plan detailed in Appendix A.
- 5.2 The Concessionaire will review and (if appropriate) update the Exit Plan annually to reflect changes in the Services. Following such update the Concessionaire will submit the revised Exit Plan to the Authority for review.
- 5.3 The performance of the obligations detailed in this Schedule and the Exit Plan by the Concessionaire shall, for the avoidance of doubt, constitute provision of the Services under the Agreement.

PART B - OBLIGATIONS UPON TERMINATION OR EXPIRY

6. GENERAL

- 6.1 Within thirty (30) days after service of notice of termination prior to the expiry of this Agreement, the Concessionaire will submit for the Authority's approval the Exit Plan in a final form that could be implemented immediately and paragraph 5.2 above shall apply.
- 6.2 Until the agreement of the final form Exit Plan, the Concessionaire will provide the exit services in accordance with the principles set out in this Schedule and the last approved version of the Exit Plan.
- 6.3 At any time from the service of a notice to terminate, the Concessionaire shall comply with all of its obligations contained in the then current version of the Exit Plan.
- 6.4 Unless the Authority otherwise requires, during the time between service of a notice of termination or partial termination of this Agreement, and such termination or exercise taking effect, the Concessionaire shall take all steps, which are necessary and consistent with its continuing obligations, to mitigate any losses, costs, liabilities and expenses which the Concessionaire may incur as a result of the termination.





7. KNOWLEDGE TRANSFER

- 7.1 During the Termination Assistance Period, the Concessionaire will:
 - 7.1.1 transfer all training material and provide appropriate training to those Authority and/or Replacement Concessionaire staff responsible for internal training in connection with the provision of the Services;
 - 7.1.2 provide for transfer to the Authority and/or the Replacement Service Concessionaire of all knowledge reasonably required for the provision of the Services which may, as appropriate, include information, records and documents; and
 - 7.1.3 provide the Authority and/or Replacement Concessionaire with access to such members of the Concessionaire's or its Sub-Contractors personnel as have been involved in the design, development, provision or management of the Services and who are still employed or engaged by the Concessionaire or its Sub Contractors.
- 7.2 To facilitate the transfer of knowledge from the Concessionaire to the Authority and/or its Replacement Concessionaire, the Concessionaire shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Authority and/or the Replacement Concessionaire.
- 7.3 The information which the Concessionaire shall provide to the Authority and/or its Replacement Concessionaire pursuant to paragraph 7.2 above shall include:
 - 7.3.1 copies of up-to-date procedures and operations manuals;
 - 7.3.2 contact details for third party supplier personnel under contracts which are to be assigned or novated to the Authority pursuant to this Schedule;

8. TRANSFERRING CONTRACTS

- 8.1 The Concessionaire shall, on request, assign or procure the novation to the Authority and/or Replacement Concessionaire of the Transferring Contracts. The Concessionaire shall execute such documents and provide such other assistance as the Authority reasonably requires to effect this novation or assignment.
- 8.2 The Concessionaire shall hold any Transferring Contracts until such time as the transfer of the contract to the Authority and/or the Replacement Concessionaire has been effected.





- 8.3 The Concessionaire shall indemnify the Authority (and/or the Replacement Concessionaire, as applicable) against each loss, liability and cost arising out of any claims made by a counterparty to a Sub-Contract which is assigned or
- 8.4 novated to the Authority (and/or Replacement Concessionaire) pursuant to paragraph 8.1 above in relation to any matters arising prior to the date of assignment or novation of such Sub-Contract.

9. TRANSFERRING ASSETS

9.1 The Concessionaire shall ensure that it has complied in full with its obligations under Clause E8 of the Agreement, including in particular (but without limitation) Clauses E8.4, E8.5 and E8.6.





Appendix A - Outline Exit Plan

The Exit Plan:

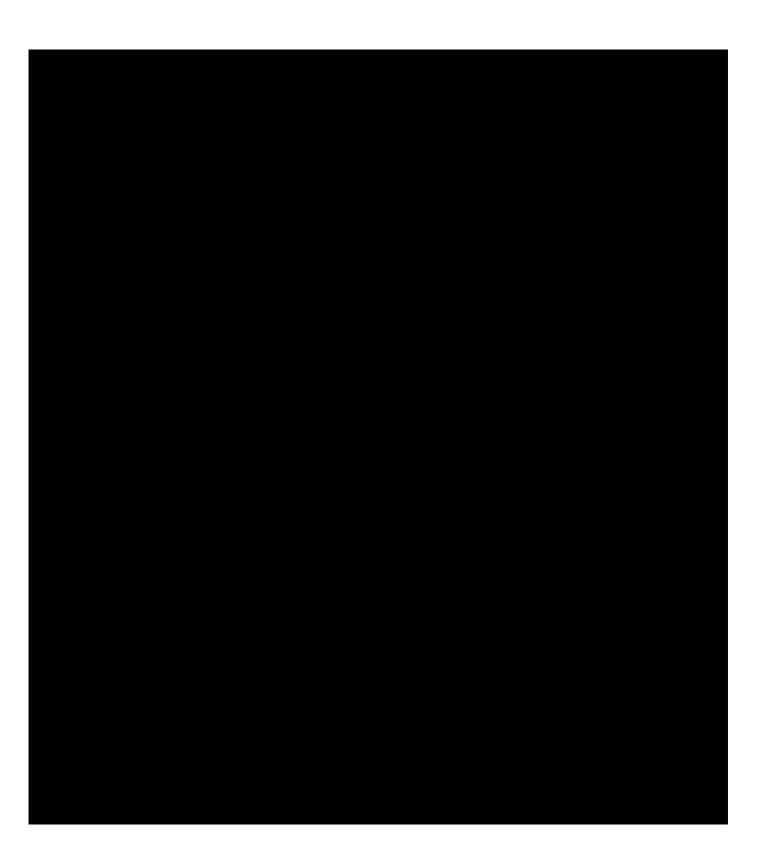
- shall detail mechanisms for dealing with Exit including provision of all such reasonable assistance as the Authority shall require to transfer the data, and to enable the Authority or the Replacement Concessionaire to provide the Services;
- 2. shall detail the management structure to be employed during both transfer and cessation of the Services:
- shall contain a detailed description of both the transfer and cessation processes (including data cleansing, and retirement of infrastructure (where relevant)), including a timetable;
- 4. shall document how the Services will transfer to the Replacement Concessionaire and/or the Authority, including details of the processes, documentation, data transfer, systems migration and security operated by the Concessionaire or its Sub-Contractors (where applicable);
- 5. shall set out procedures to deal with requests made by the Authority and/or a Replacement Concessionaire for staffing information;
- 6. shall address each of the issues set out in this Schedule to facilitate the transition of the Services from the Concessionaire to the Replacement Concessionaire and/or the Authority with the aim of ensuring that there is no disruption to or degradation of the Services upon the expiry or termination of this Agreement.



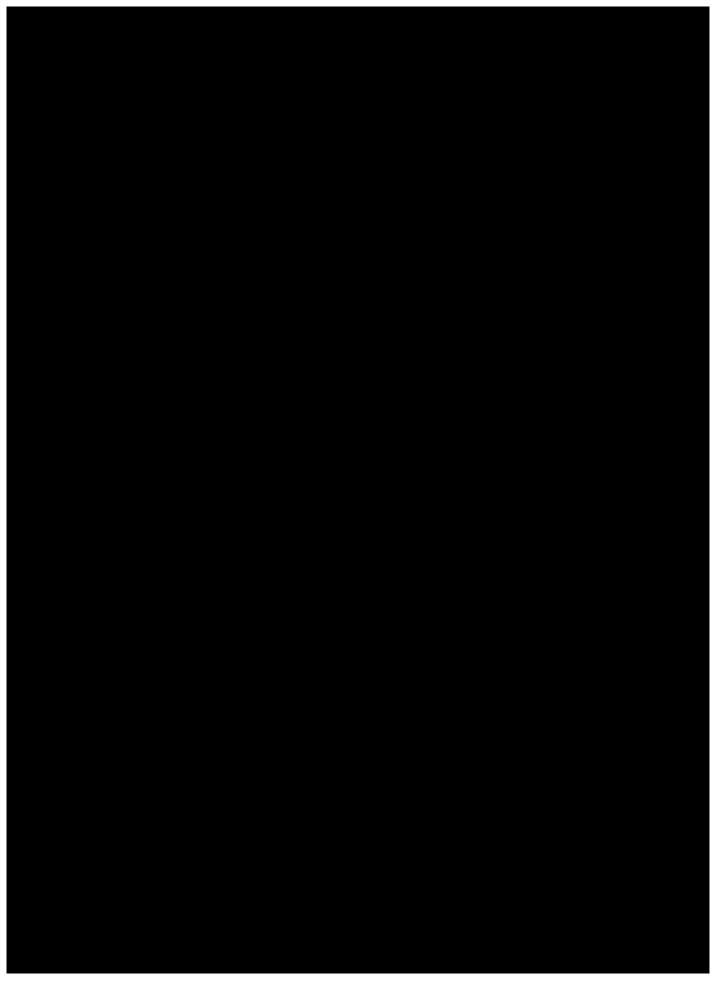




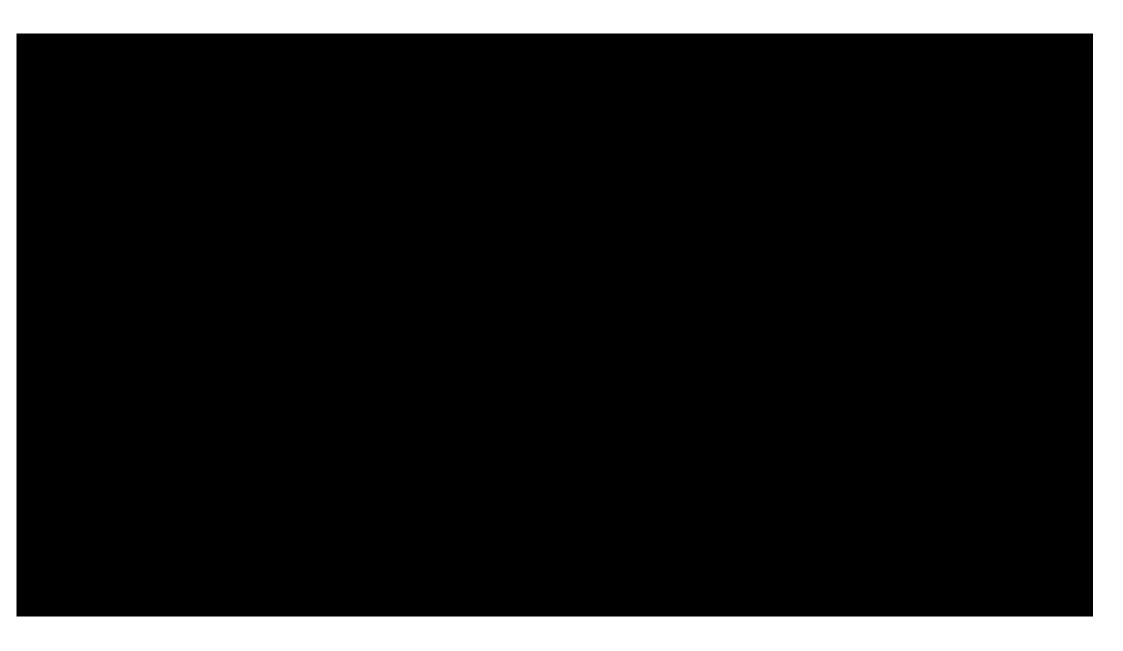


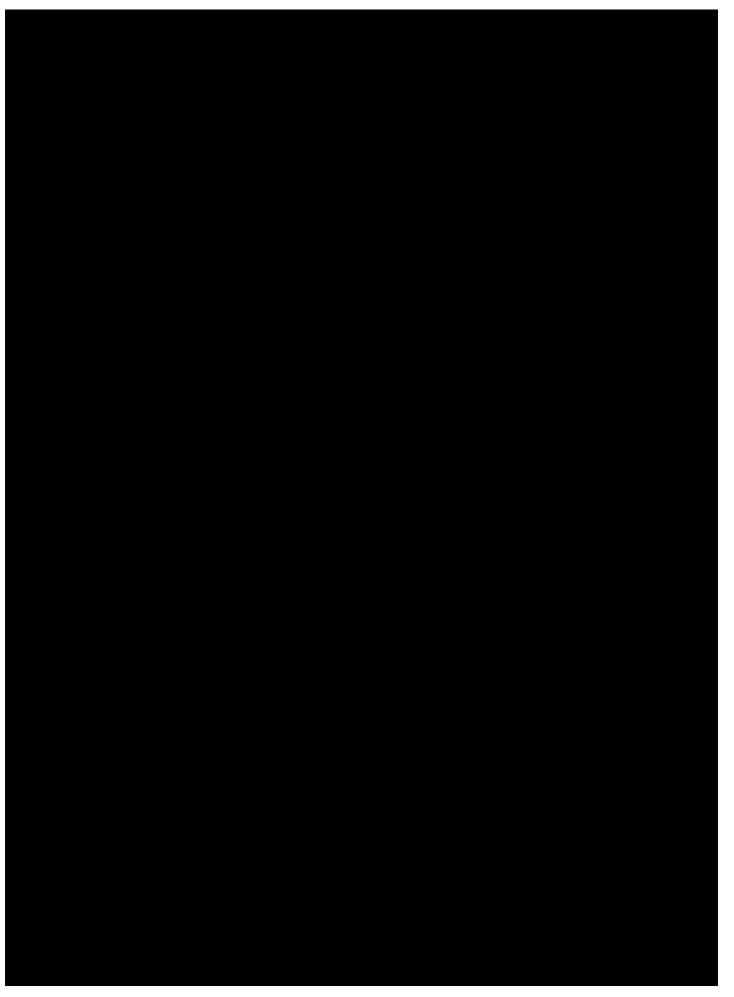








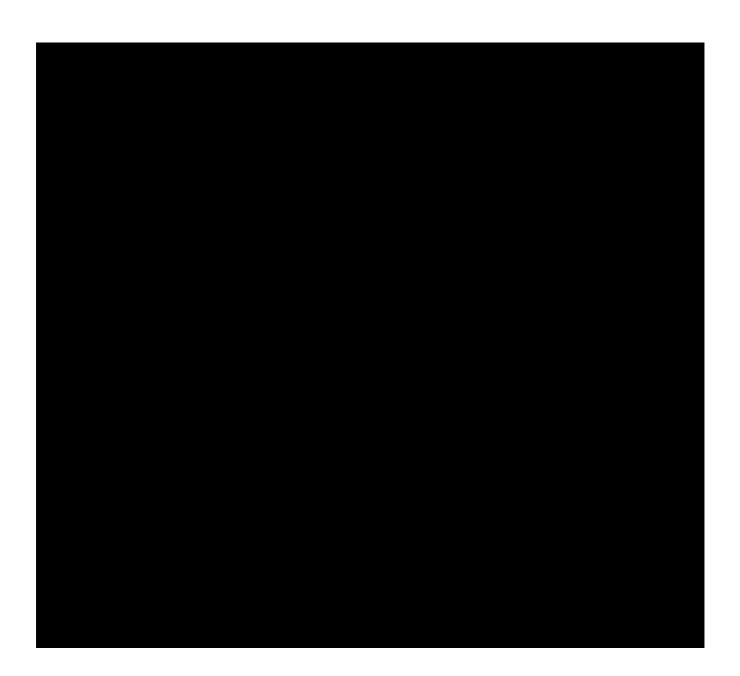


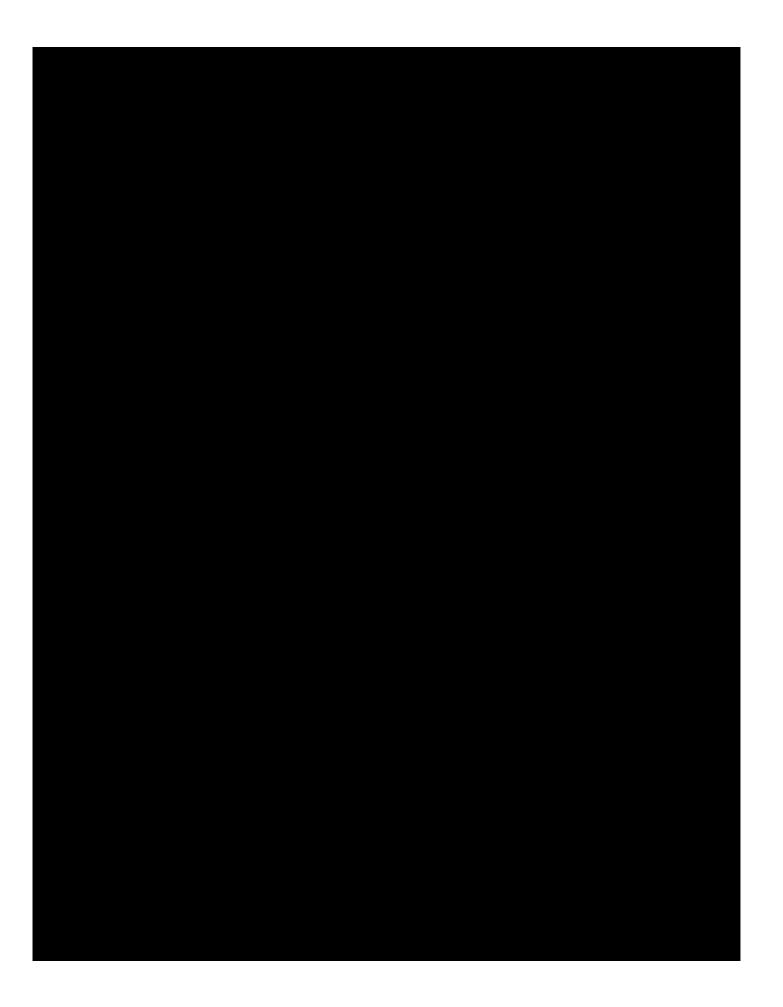


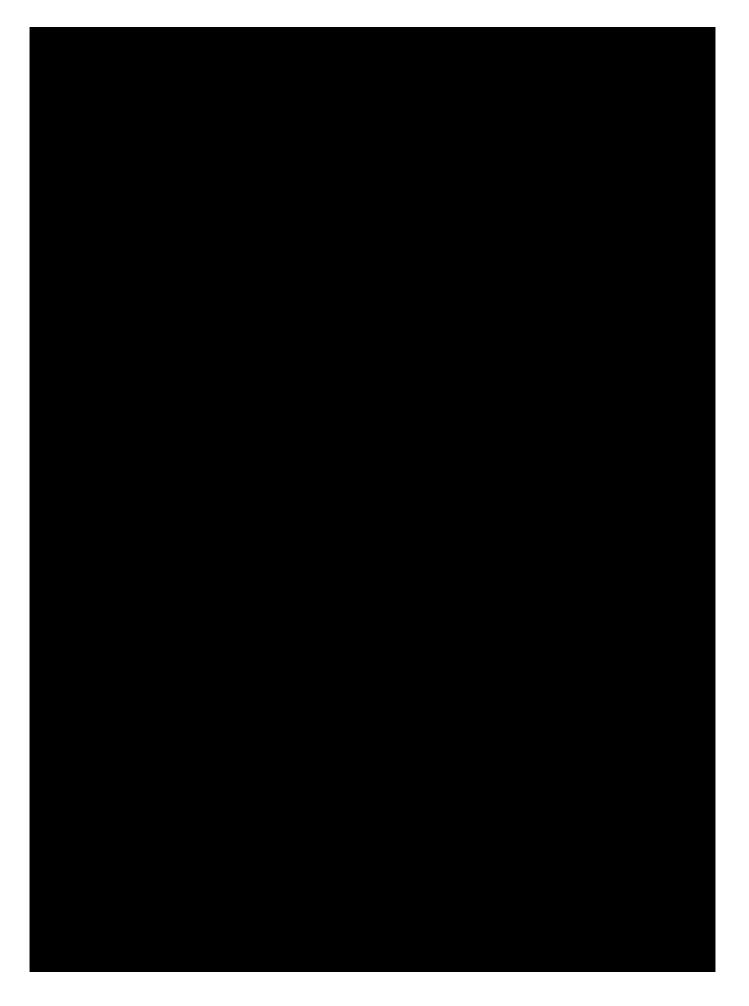






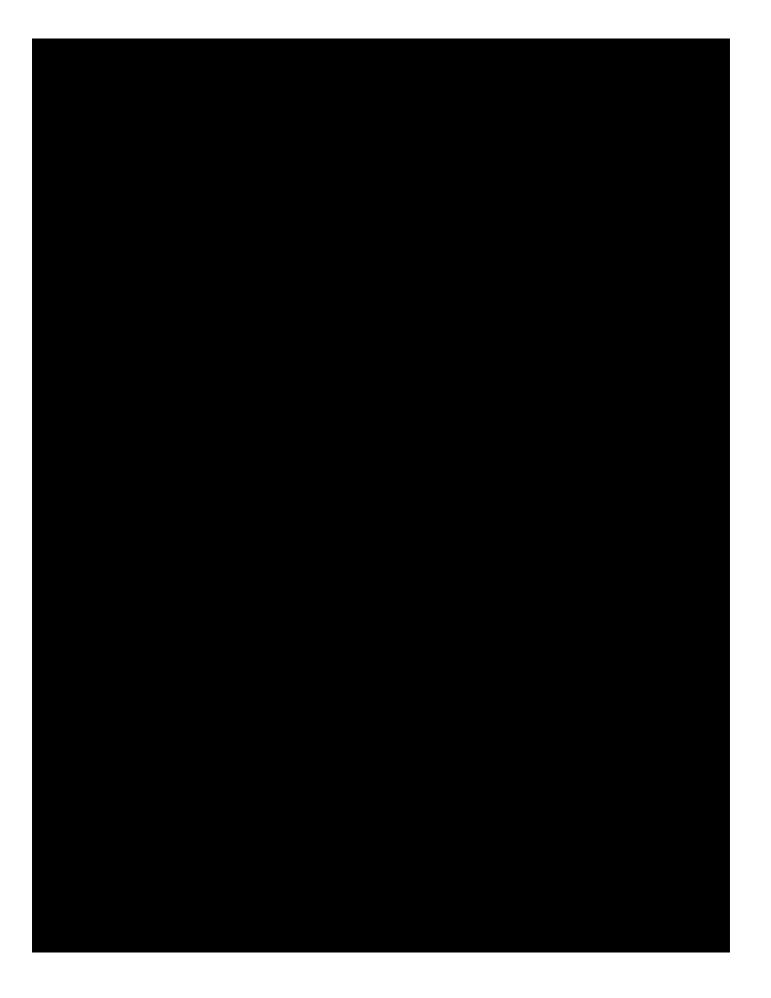






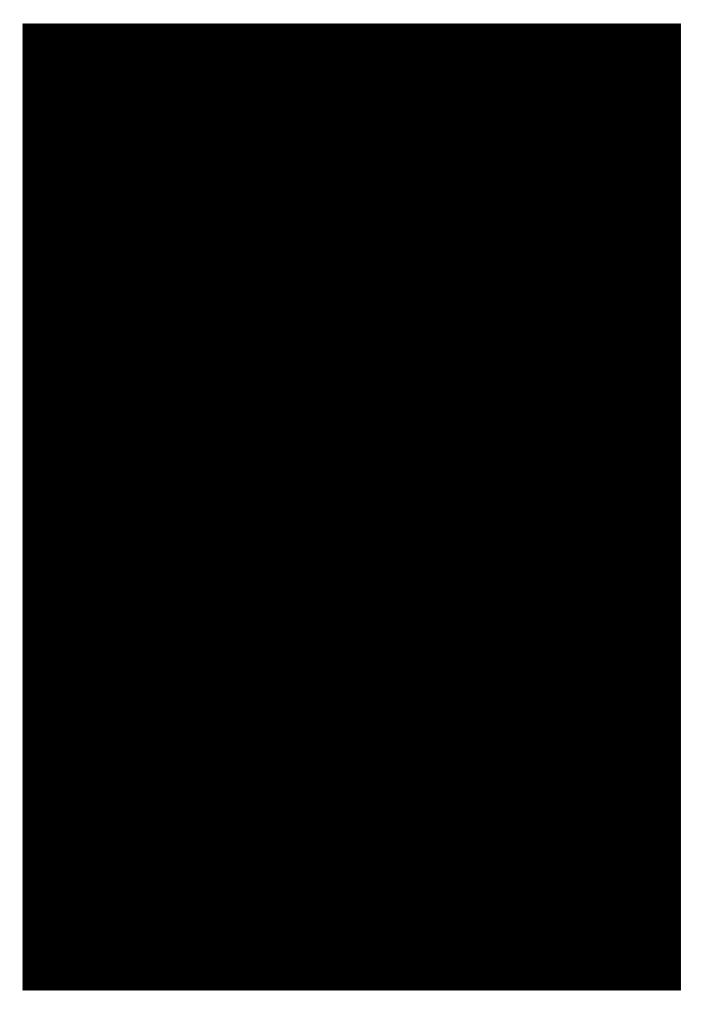




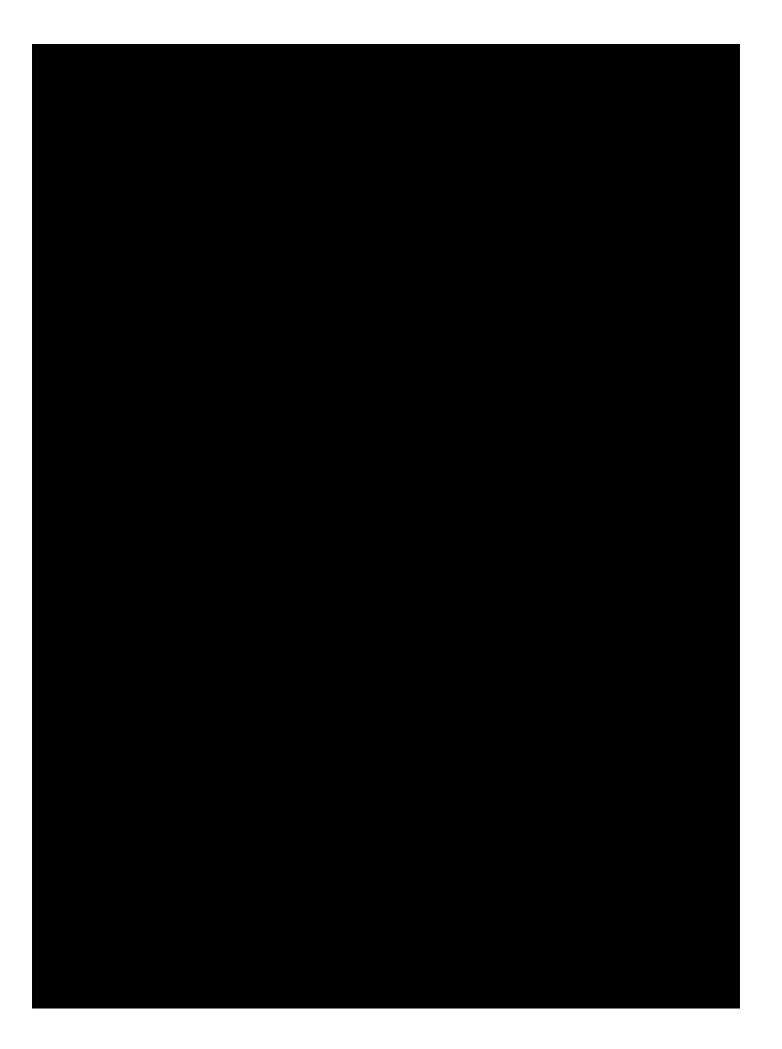




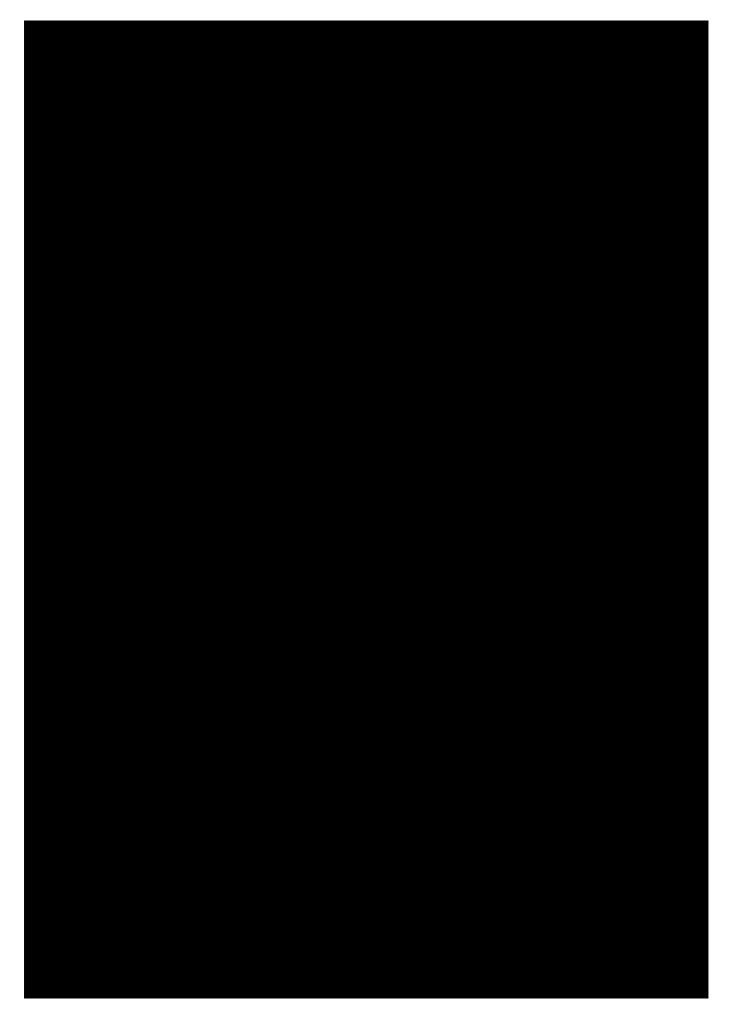










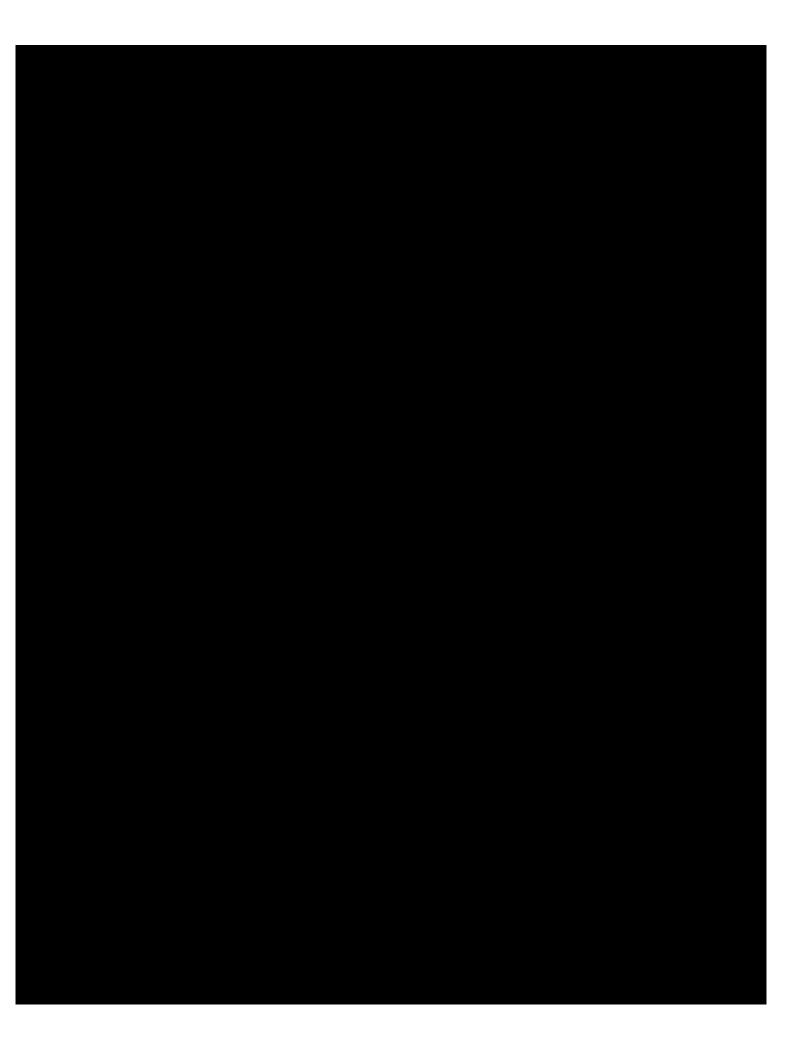


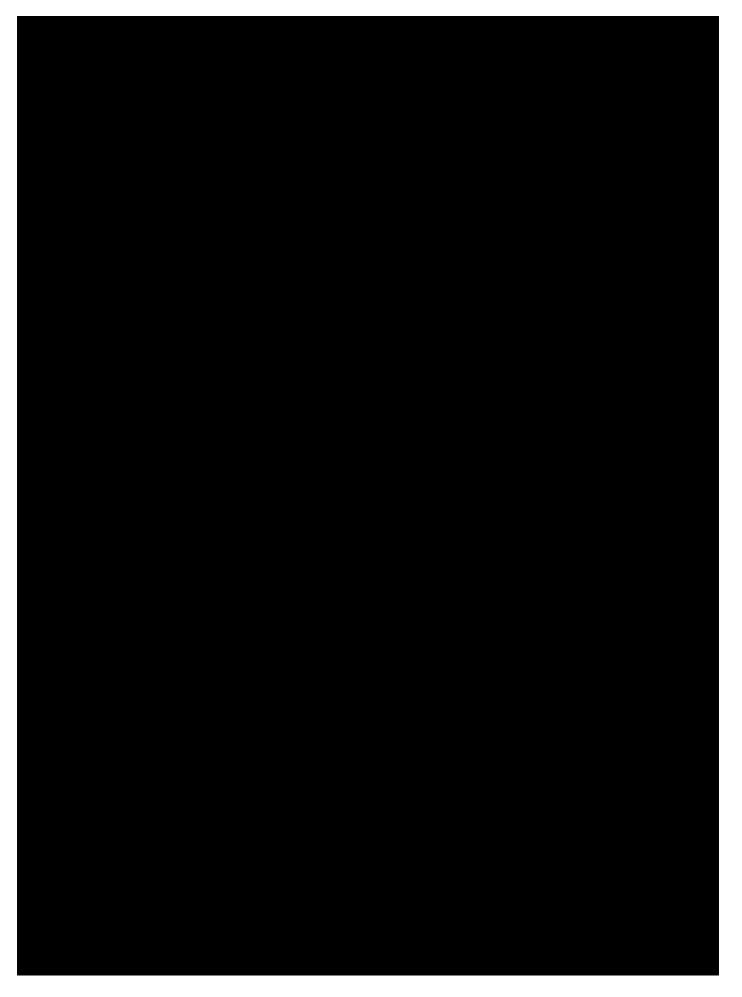




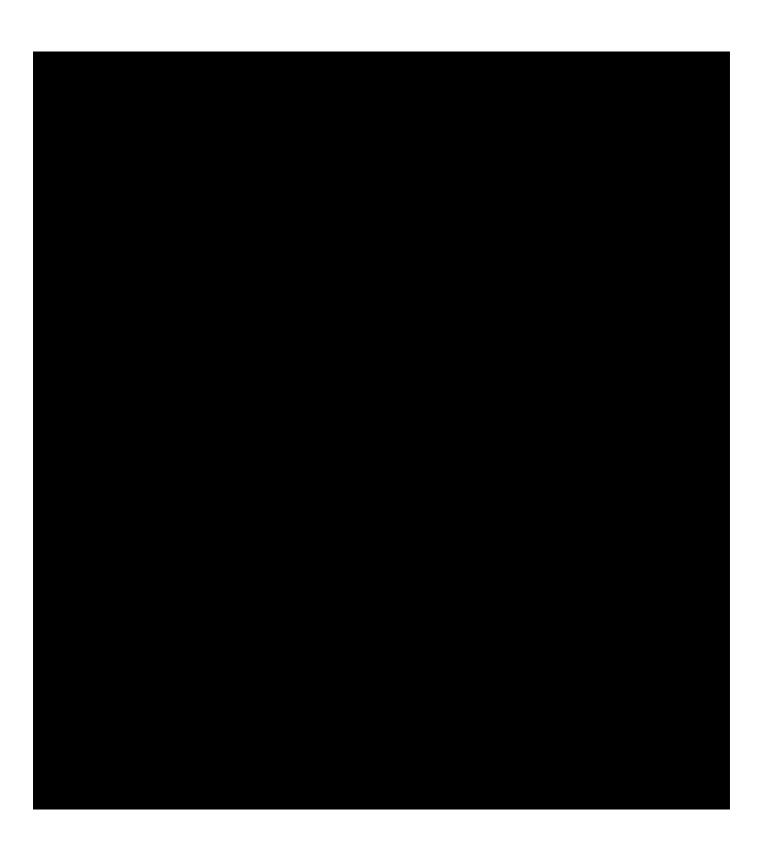






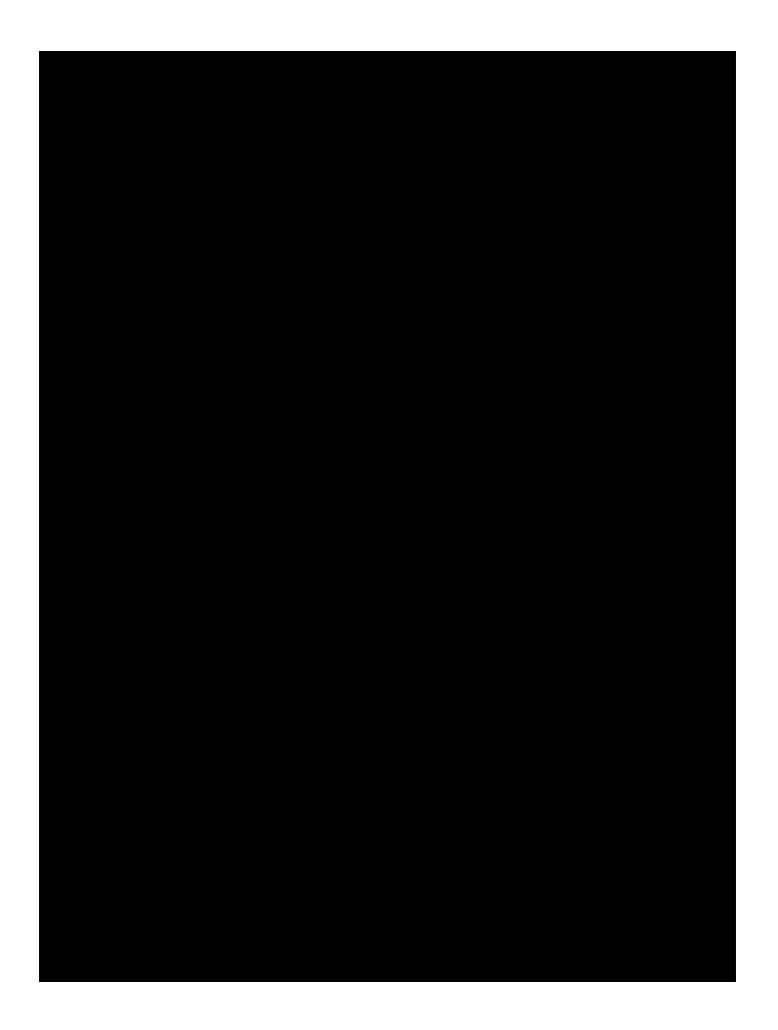




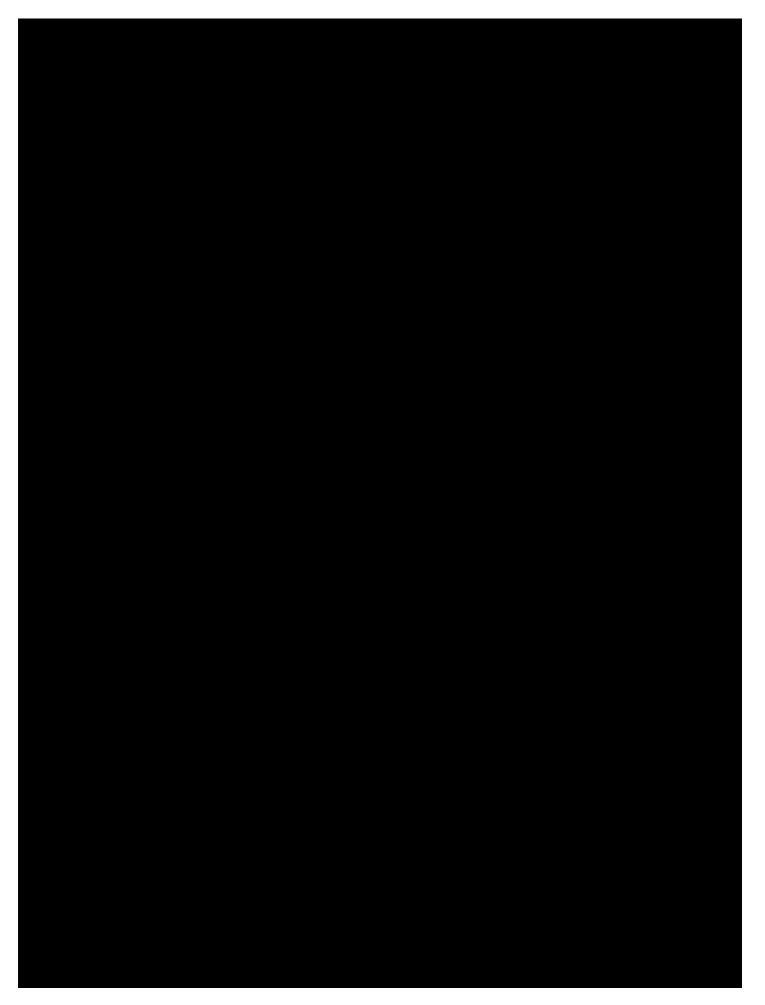




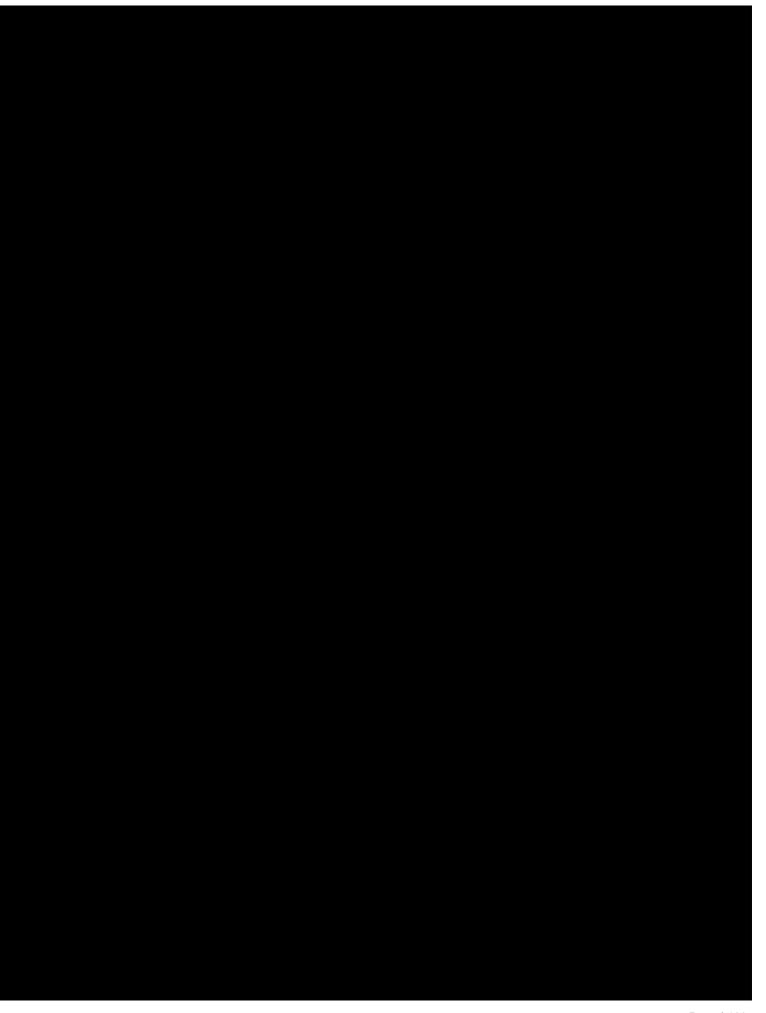








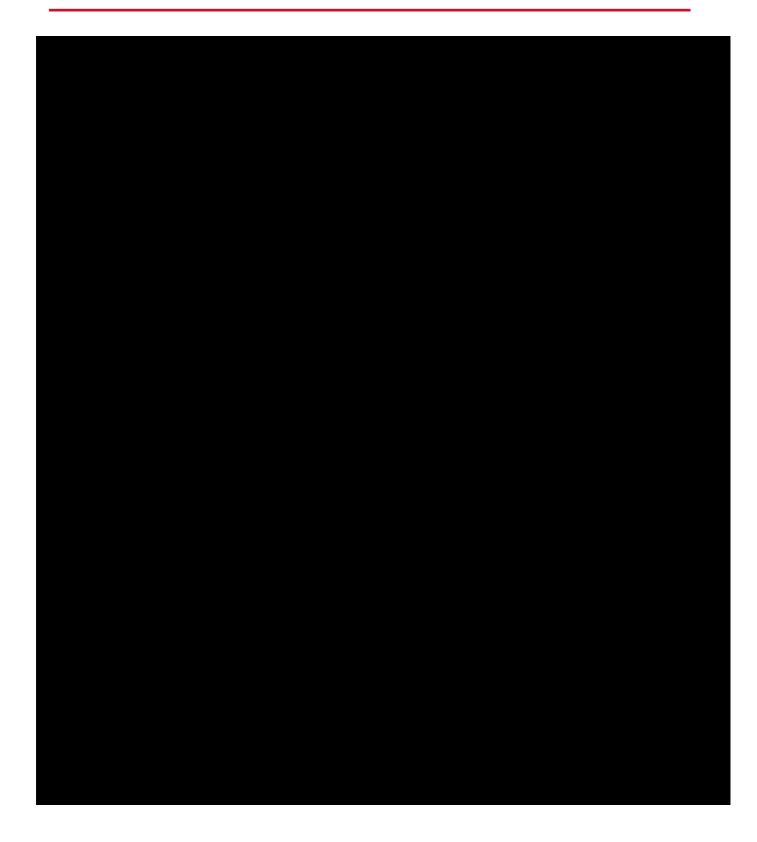
















































SCHEDULE 8- GOVERNANCE AND CONTRACT MANAGEMENT

1 Introduction

- 1.1 The Concessionaire understands that the successful delivery of the Services will rely on the ability of the Concessionaire and the Authority in developing a strategic relationship immediately following the contract Commencement Date and maintaining this relationship throughout the term of the Agreement.
- 1.2 To achieve this strategic relationship, there will be a requirement to adopt proactive framework management activities which will be informed by quality Reports, and the sharing of information between the Concessionaire and the Authority.
- 1.3 This Appendix outlines the general structures and management activities that the parties shall follow during the term of the Agreement.
- 1.4 The Authority may (at its absolute discretion) amend this schedule by written notice to the Concessionaire from time to time.

2 Governance

- 2.1 One of the Concessionaire's named Key Personnel will take overall responsibility for delivering the Services required within the Agreement, and the Concessionaire will appoint a suitably qualified deputy to act in their absence.
- 2.2 The Concessionaire shall put in place a structure to manage the Agreement.
- 2.3 A full governance structure for the Agreement will be agreed between the parties during implementation and by no later than the date which is three (3) Months from the Commencement Date.

3 Review Meetings (Contract Management Meetings)

- 3.1 Regular monthly review meetings ("Review Meetings"), will take place throughout the term of the contract and, unless stated otherwise by the Authority, at the UK Pavilion Dubai, the Authority's London office or via telephone conferencing at the discretion of the Authority.
- 3.2 The exact timings and frequencies of such Monthly Review Meetings will be determined by the Authority, although it is anticipated that the frequency of them will be once every Month or less. The parties shall be flexible about the timings of these meetings.





- 3.3 The purpose of the Review Meetings will be to review the Concessionaire's performance under the Agreement and any Reports. The agenda for each Review Meeting shall be set by the Authority and communicated to the Concessionaire in advance of that meeting.
- 3.4 The Review Meetings shall be attended as outlined in the table below.
- 3.5 The Concessionaire's achievement of, against KPIs shall be reviewed during the Review Meetings, and the review and ongoing monitoring of KPIs will form a key part of the performance management process as outlined in agreed Performance Management Framework see Annexe 2..
- 3.6 The Concessionaire shall provide any information and Reports as reasonably requested by the Authority in advance of each Monthly Review Meeting. In particular, the Concessionaire shall complete and return to the Authority the Monthly Management Information Report at least four (4) clear Business Days before each Monthly Review Meeting.

LEVEL	ATTENDEES	RESPONSIBILITIES / ACTIVITIES	LOCATION/TIMINGS
LEVEL Level 4 Operational Service Reporting	Authority: Project Manager (to be named post Contract award) Concessionaire: Concessionaires Key Representatives	Concessionaire to provide a weekly report which should include (but not limited to): Sales report broken down by category, hospitality area, brand of drinks Number of dishes sold Number of drinks sold (alcoholic/non-alcoholic)	Weekly (or as appropriate) Note: all forms of communication to be used
		Best-selling dishes; margins	
		5. Food wastage	
		Highlighting weekly risks and issues.	
		Performance Review relating to the delivery of Services.	





		Quality assurance.	
		Complaint handling.	
Level 3 Monthly Contract Management Review Meeting	Authority: Project Manager Commercial Manager Concessionaire: Concessionaires Key Representatives Optional invitees: (Include if required)	Responsible for the management of the Services and shall review performance (incl. issues unresolved by operational team) Receives the performance monitoring reports which monitor progress and identifies possible future developments including common standards, benchmarking and continuous improvement plans	Monthly (or as appropriate) F2F or via teleconference
		Report to the Contract Review Board (Level 2) on significant issues requiring strategic decision and resolution by the Contract Review Board and on progress against the high level strategic objectives	
		Responsible for Agreement coverage, ensuring all work has been agreed prior to commencement and any changes covered by Variations to Contract	
		Responsible for financial management, reviewing spend against plans, resolving and escalated payment/invoicing issues, review overall financial risks	
		Responsible for capacity planning, reviewing possible improvements of matching demand with supply	
Level 2 Quarterly Contract Management Review Meeting	Authority: Project Manager Head of Hospitality Delivery, World Events Commercial Manager Head of World Events, Commercial Concessionaire: Concessionaires Key Representatives Optional invitees: (Include if required Legal Representative)	Responsible for issues escalated by Level 3 Representatives. In particular: Strategic direction Relationship direction Continual improvement and performance management Contract Review	Quarterly (or as appropriate) F2F or via teleconference
Level 1 End of contract	Authority: Project Manager Head of Hospitality Delivery, World Events	Performance	End of contract Face to face meeting or via teleconference





Review Meeting	Commissioner of UK Pavilion Commercial Manager Head of World Events, Commercial	Final End of Contract Report, which will include (but not limited to):
	Deputy Director, DIT Commercial Concessionaire: Concessionaires Key Representatives And Senior management representative Optional invitees: (Include if required e.g. Legal representative)	 Sales report broken down by category, hospitality area, brand of drinks number of dishes sold number of drinks sold (alcoholic/non-alcoholic) best-selling dishes; margins food wastage. Lessons Learned





SCHEDULE 9 – KEY PERSONNEL





SCHEDULE 10 - TRAVEL & SUBSISTENCE

For this schedule, the Concessionaire will be referred to as the Supplier. This schedule is included to outlined the parameters in which the Supplier and it's sub-contractors must adhere to when travelling on behalf of the Authority. Travel and subsistence is not claimable under this concession contract.

1. Supplier Travel Guidance – General Information

Suppliers can only claim for Official Travel. Official travel includes official visits, training, events and meetings away from the Supplier's permanent work location within the scope of the contract. It does not include;

- a. travel between a Suppliers home and normal place of work;
- b. return journeys home at weekends during a continuous business location; or
- c. a journey to a business location where the journey broadly follows the same route as the journey to your normal place of work.

<u>VAT:</u> All expenses must be charged to the Department at the cost to the contractor, after any recovery of VAT, and VAT may only be charged by VAT registered contractors.

<u>Foreign Exchange:</u> The exchange rate for translating foreign currency transactions must be at the prevailing rate shown on the currency exchange receipt or the bank/credit card rate of exchange shown in statements.

<u>Passports:</u> It is the Supplier's responsibility to ensure that they have an up-to-date passport with a minimum of six months left until the expiry date for any overseas travel. New or replacement passports cannot be claimed at DIT expense.

<u>Visas:</u> It is the Supplier's responsibility to check whether the country to be visited requires a visa and obtain one if necessary. Visa's can be claimed at DIT expense, unless as a result error, the Supplier fails to apply for a visa following the routine processing times. It is the responsibility of the Supplier to ensure they have sufficient pages in their passport to ensure the entry and exit stamp may be placed in their passport. DIT are not liable for costs incurred in the event the Supplier is not allowed entry. The Supplier will be responsible for all expenses attributed to short notice/urgent applications that could of reasonably been avoided.

<u>Vaccinations</u>: It is the Supplier's responsibility to check whether specific health precautions must be taken for overseas travel. Supplier's may claim for any





vaccinations required as a result of overseas travel in accordance with the <u>NHS Fit</u> For Travel Guidance.

<u>Insurance:</u> The Supplier is responsible for all travel insurance costs for UK and Overseas Travel.

2. Claims - Approval & Reimbursement

All claims require prior written pre-approval from the DIT Contract Manager using the Pre-Expense Authorisation Form at Annex A. The completed form must be sent to the DIT Commercial Manager allowing five working days turnaround for review and approval. Where specific costs cannot be provided, estimates are acceptable⁵. Travel must not be reserved or purchased without the DIT Contract Managers pre-approval in writing as this will be required for all reimbursements.⁶ If for any reason travel bookings have to be cancelled or amended, approval should be sought from the relevant DIT Contract Manager before doing so. DIT is not liable for costs incurred for any non-approved travel or cancellations/amended travel booked in error. If Supplier's plan to spend personal time at the beginning or end of a business trip, the DIT Contract Manager must be informed. All additional costs (travel, accommodation, subsistence) must be covered by the Supplier. The DIT Contract Manager will provide specific details on how to claim following incurred expenses. Expenses shall only be reimbursed if they:

- a. Are supported by original receipts/proof of purchase⁷ and are made on the basis of actual receipted costs claimed in line with this policy;
- b. Are submitted on a fully completed expense claim form;
- c. Are pre-authorised the DIT Contract Manager; and
- d. Provide full details supporting the expense claim; and
- e. Are specified in this document.8

⁵ Where actual receipted costs exceed estimated costs, retrospective approval must be sought from the DIT Contract Manager prior to submitted a claim.

⁶ Where there is routine, regular travel, the DIT Contract Manager and the Supplier can agree an annual Travel & Subsistence budget at the start of each contract year. This must be agreed in writing. ⁷ Proof of purchase must be retained for three (3) years following contract expiry. DIT may reimburse claims without proof of purchase in exceptional circumstances. In such circumstances the Supplier must justify why proof of purchase is unavailable.

⁸ Expenses not specified in this policy shall not be reimbursed.





3. Transport – UK and Overseas

It is DIT's preference that public transport is utilized where possible in the first instance. If public transport is unavailable or its use is not practicable (such as needing to carry bulky documents or as a result of a disability or medical grounds) then Suppliers may travel by alternative means. The Supplier must have DIT Contract Manager approval for use of non-public transport. Suppliers must not derive a benefit by transacting the points or other rewards from loyalty schemes (e.g. air miles) during your official duties paid for by the UK Taxpayer.

a. Air & Rail Travel - UK and Overseas

The Supplier should always seek the most economical air or rail ticket and ensure the journey is organized to achieve best value for money. All air and rail travel must be booked at set dates, no open return tickets may be booked. Consideration must be given to the Carbon Footprint of flights and the Department's requirements to meet Greener Government Commitments. Domestic flights should only be taken when they are more economical than rail.⁹

The following limits on the class of travel permitted are as follows;

Travel Time	Class of Travel ¹⁰	
Air		
Flying Time (per flight)		
Up to 10 hours	Economy	
Over 10 hours	Business	
Rail		
Day Time	Economy	
Overnight	Sleeping Berth	

b. Sea Travel – UK and Overseas

If booking ferry tickets the Supplier must book direct with the ferry company. The Supplier is entitled to occupy a standard single-berth cabin when it is necessary to travel overnight.

c. Self-Drive Vehicles – UK and Overseas

⁹ Unless travelling across the countries of the United Kingdom of Great Britain and Northern Island.

¹⁰ Change of class of travel may be authorised by the DIT Contract Manager on disability/medical ground; schedules considered particularly arduous; or overnight flights requiring significant work upon arrival.





If the Supplier can complete the journey more cost-effectively by public transport then Suppliers will normally be expected to do so. When opting to self-drive, suppliers are permitted to claim for either hire vehicles or utilise personal vehicles provided the motor insurance policies cover business use. When using a self-drive vehicle on duty travel Suppliers should aim to take the shortest and most direct route. Hire vehicles can be claimed on actual costs and for private vehicles a Motor Mileage Allowance rate can be claimed. For the first 10000 miles of travel, a flat rate of £0.45 per mile may be claimed and a lower rate of £0.25 may be claimed when 10000 miles has been exceeded. Any fines/charges or damage costs relating to any self-drive vehicle (hire or private) such as parking, speeding, scratches or wear and tear cannot be claimed at DIT expense.¹¹

d. Private Vehicle Taxis – UK and Overseas

Use of taxis is expected only by exception where there is a clear value for money or business justification. Taxis may be considered appropriate in the following circumstances:

- i. there were no other reasonable public transport options (for example: travel to a location not served by a bus or train route)
- ii. it was the most cost-effective way of undertaking the journey for instance the Supplier shared the taxi with colleagues, and this made it cheaper than other public transport options
- iii. for personal safety reasons
- iv. disability precludes the Supplier travelling by public transport

4. Accommodation - UK and Overseas

Accommodation costs can be claimed with proof of purchase up to £85 (including VAT) in the UK and £135 (including VAT) in London in instances it is necessary to stay overnight. Added costs such as premium television, mini-bars or leisure facilities cannot not be claimed. Overseas accommodation costs must not exceed the limits set out in the HM Revenue & Customs travelling outside the UK policy applicable to Civil Servants.

5. Subsistence - UK and Overseas

For UK travel subsistence shall not exceed £35.00 per day (24hr period). The following limits on subsistence are advised as follows;

¹¹ This list is not exhaustive.





- a. Breakfast: £7.00. Breakfast must not be claimed without an overnight stay and in instances where it is included within the accommodation rates.
- b. Lunch: £8.00. Lunch must only be claimed in if you are travelling on business away from your permanent duty station for more than eight (8) hours and it is in addition to your usual spend¹²
- c. Evening Meal: £20.00. Evening meals must not be claimed without an overnight stay.

Overseas subsistence costs must not exceed the limits set out in the HM Revenue & Customs travelling outside the UK policy applicable to Civil Servants.

For UK and Overseas subsistence costs alcohol cannot be claimed under any circumstance and tips up to a maximum of 12.5% per meal may be claimed in excess of the subsistence limits permitted provided proof of purchase can be provided.

6. COVID-19.

Supplier staff required to travel internationally as part of the direct performance of a DIT contract may claim COVID-19 expenses directly attributable to that travel. Claimable costs must align to the COVID-19 related laws and guidance in the country or countries that the supplier is travelling to and from at the time of travel;

- a. Claimable personnel costs will be limited to normal work hours per day (including any overtime)and will not include non-working days such as weekends and public holidays.
- b. Costs cannot be claimed where supplier staff can be functional for their business whilst in quarantine, i.e. Where they can "work from home" in quarantine, for that supplier or for the DIT service contract.
- c. Costs maybe claimed where the supplier staff travelling across international borders have incurred costs for COVID-19 tests. This is only payable where an NHS Test is not available, and up to a maximum of £250 per individual.

¹² For example, if you usually purchase lunch your daily routine, unless the costs exceed your usual spend, these must not be claimed.





- d. Costs can be claimed where supplier staff travelling across international borders to the UK have been required to enter 'hotel quarantine'. This is only payable where the additional points outlined in this policy are met, and up to a maximum total cost of £1750per adult per room. Testing costs are included in this expense, and so costs cannot be claimed for both point c. and point d. separately. (These costs also vary where adults share the same room -see Hotel quarantine government guidance for further details).
- e. Any payments made are not considered relief and are applied through the contract using agreed or available rates and must be agreed in advance in writing by the DIT Contract Manager.





SCHEDULE 11 - TRANSFER OF UNDERTAKINGS PROTECTION OF EMPLOYMENT (TUPE)

See 'Schedule_11_-_Staff_Transfer_v1.0'



Schedule_11_-_Staff_ Transfer_v1.0.pdf





SCHEDULE 12 - PROCESSING, PERSONAL DATA AND DATA SUBJECTS

Description	Details
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	

Appendix B



Food and Beverage Instructional Handbo