

ORDER FORM AND CALL-OFF TERMS**Part 1 - Order Form**

This Order Form is issued subject to the provisions of the framework agreement entered into between the Authority and the Supplier on 24th Day of May 2011 ("**Framework Agreement**"). The Supplier agrees to supply the goods and/or services specified below on and subject to the terms of this Contract and for the avoidance of doubt the Contract consists of the terms set out in this Order Form and the Call-off Terms, together with the schedules thereto.

Date	19th May 2015	Order Number	To be advised To be quoted on all correspondence relating to this Order
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FROM

Customer	Leeds City Council	"Customer"
Customer's Address	Roseville Enterprises, 65 Roundhay Road, Leeds, LS7 3BQ	
Invoice Address	As above	
Contact Ref:	Name: REDACTED Address: As above Phone: REDACTED e-mail: REDACTED@leeds.gov.uk	

TO

Supplier	Central Laundry	"Supplier"
Supplier's Address	Nicolson Way, Burton on Trent, Staffordshire, DE14 2AW	
Account Manager	Name: REDACTED Address: As above Phone: REDACTED e-mail: REDACTED@central-laundry.co.uk	

PARENT COMPANY – Not Applicable**1. TERM****(1.1) Commencement Date**

23rd Day of May 2015

(1.2) Expiry Date

The Contract will operate for an initial period of one year to 22nd May 2016. The Customer retains an option to further extend the Contract for up to three further years at increments of 12 months.

2. SERVICES REQUIREMENTS**(2.1) Services Requirements**

Services - Provision of Linen Hire and laundry Services (as set out in schedule 6 – Statement of requirement).

(2.2) Performance/Delivery Location/Premises

Establishment	Address	No Beds
Dolphin Manor	Stonebrigg Lane, Rothwell LS26 0UD	35
Green The Home and Day Centre	Seacroft Green, Seacroft LS14 6JL	37
Home Lea House	137 Wood Lane, Rothwell LS26 0PH	29
Knowle Manor	Tennyson Terrace, Morley LS27 8QP	29
Manorfield House	Manor Road, Horsforth LS18 4DX	27
Middlecross EMI Home and Day Centre	Simpson Grove, Armley LS12 1QG	32 and day support service
Richmond House	Richmond Road, Farsley LS28 5ST	20
Siegen Manor Home and Day Centre	Wesley Street, Morley LS27 9EE	30 and a day support service for 30
South Leeds Independence Centre (SLIC) *	Atha Crescent Beeston LS11 7DB	40
Spring Gardens	Westbourne Grove, Otley LS21 3LJ	30
Suffolk Court	Silver Lane, Yeadon LS19 7JN	40
Frederick Hurdle DC	Reginald Terrace, Chapeltown LS7 3EZ	A day support service for 30
Middlecross DC (D)	Simpson Grove, Armley LS12 1QG	
Osmondthorpe	Osmondthorpe Lane LS9 9ES	A day support

Resource Centre		service for 50
(2.3) Standards Quality Standards (See Schedule 6 – Statement of Requirements) Technical Standards CFPP01-04 or equivalent		
(2.4) Security Requirements (including details of the outline security management plan and policy) All delivery persons must wear photograph ID at all times whilst in the Customer's premises. Access will be denied if the delivery person does not display their ID and will count as a failure to make a scheduled delivery. (See Schedule 6 – Statement of requirements)		
(2.5) Disaster Recovery and Business Continuity Set out in schedule 5		
(2.6) Disaster Disaster means the occurrence of one or more events which, either separately or cumulatively, mean that the Services, or a material part thereof will be unavailable for a period of five (5) calendar days or which is reasonably anticipated will mean that the Services or a material part thereof will be unavailable for that period.		
3. SUPPLIER SOLUTION		
(3.1) Supplier Solution As set out in Schedule 7 – Supplier Response		

(3.2) Key Personnel of the Supplier to be involved in the provision of the Services and Deliverables

REDACTED

Address: Nicolson Way
Burton on Trent
Staffordshire
England
DE14 2AW

Telephone: REDACTED

Email: REDACTED@central-laundry.co.uk

(3.3) Sub-contractors to be involved in the provision of the Services and Deliverables

Not Applicable

(3.4) Security Management Plan

Set out in schedule 2

(3.5) Relevant Convictions

Not Applicable

(3.6) Training

Not Applicable

(3.7) Supplier's inspection of the Premises

Not Applicable

4. PERFORMANCE QUALITY

(4.1) Key Performance Indicators

The Customer will measure the quality of the Supplier's delivery by:

- 99% of all linen to be stain free, odourless and maintained as required.
- 98% of collections/deliveries made according to agreed schedules.
- 98% of collections/deliveries made without complaint.
- 100% of all emergency call-outs completed within 24 hours.

(4.2) Service Levels and Service Credits

When providing the Services, the Supplier shall as a minimum ensure that it achieves the Service Levels set out in Schedule 5.

(4.3) Disapplied Clauses

Not Applicable

(4.4) Monitoring

Set out in paragraph 9

(4.5) Continuous Improvement, Value for Money and Benchmarking

- (i) The Customer shall regularly benchmark the Contract Price and performance of the Services, against other suppliers providing services substantially the same as the Services during the Contract Period in order to compare the Contract Price and level of performance of the Services with charges and service offered by third parties so as to provide the Customer with information for comparison purposes.
- (ii) The Customer shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in paragraph (i) above.
- (iii) The Customer shall be entitled to disclose the results of any benchmarking of the Contract Price and provision of the Services to the Authority and other Contracting Bodies.
- (iv) The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking referred to in this paragraph 4.5, such information requirements to be at the discretion of the Customer.

5. CUSTOMER RESPONSIBILITIES**(5.1) Customer's Responsibilities**

The Customer agrees to permit the Supplier access to specific and pre-agreed locations within the Customer's premises for the sole reason of performing the contract. The Supplier shall be permitted access only if its representatives have met the security requirements set out on section 2.4 above.

(5.2) Customer's equipment

Not Applicable

6. PRICE AND PAYMENT**(6.1) Contract Price payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS))**

As set out on Schedule 8 – Price Matrix

(6.2) Invoicing and Payment

The Supplier shall issue invoices monthly in arrears. The Customer shall pay the Supplier within [thirty (30) days] of receipt of a Valid Invoice, submitted in accordance with this paragraph 7.2, the payment profile set out in paragraph 7.1 above and the provisions of the Contract.

7. LIABILITY

(7.1) The aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other Party under or in connection with the Contract shall in no event exceed the replacement cost of the property affected.

(7.2) The annual aggregate liability under the Contract for all Defaults shall in no event exceed the greater of [£2 million] and 125 per cent of the Contract Price payable by the Customer to the Supplier [in the year in which the liability arises]

8. INSURANCE

(8.1) Minimum Insurance Period

6 (six) years following the expiration or earlier termination of the Contract.

(8.2) To comply with its obligations under clause 24 and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- (i) professional indemnity insurance is held by the Supplier and by any agent, sub-contractor or consultant involved in the supply of the Goods and/or Services has a minimum limit of indemnity of two million pounds sterling (£2,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- (ii) public liability insurance adequate to cover all risks in the performance of this Contract from time to time with a minimum limit of five million pounds sterling (£5,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and
- (iii) employers' liability insurance with a minimum limit of indemnity of such amount as may reasonably be required by Law from time to time.

9. TERMINATION

(9.1) Undisputed Sums Time Period

[Ninety (90)] Working Days of the date of the written notice specified in clause 25.3.3.

(9.2) Break

[30 Working Days] in accordance with clause 25.4.

10. DISPUTE RESOLUTION

(10.1) Level of Representative to whom disputes should be escalated to

Finance director or equivalent.

(10.2) Mediation Provider

Centre for Effective Dispute Resolution.

11. COMMERCIALLY SENSITIVE INFORMATION

The following information shall be deemed Commercially Sensitive Information or Confidential Information:

Costs offered and contained within Schedule 8 – Price Matrix

12. AUDIT AND ACCESS

[12 months] after the expiry of the Contract Period or following termination of the Contract

13. ADDITIONAL AND/OR ADDITIONAL CLAUSES

(13.1) Supplemental requirements in addition to Call-off Terms

To be agreed by both Parties as and when required.
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(13.2) Variations to the Call-off Terms
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To be agreed by both parties as and when required.
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(13.3) Alternative and/or Additional clauses

Not Applicable

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the Call-off Terms and the Order Form and by signing below agree to be bound by the terms of this Contract.

For and on behalf of the Supplier:

Name and Title	REDACTED
Signature	REDACTED
Date	19/05/2015

For and on behalf of the Customer:

Name and Title	
Signature	
Date	

ORDER FORM AND CALL-OFF TERMS

Part 2 - Call-off Terms

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Call-Off Terms

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

"Affiliates"	means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
"Approval"	means the prior written consent of the Customer;
"Auditor"	means the National Audit Office or an auditor appointed by the Audit Commission as the context requires;
"Authority"	means Buying Solutions, being a separate trading fund of HM Treasury without separate legal personality, whose office is at Royal Liver Building, Pier Head, Liverpool, L3 1PE which is currently undergoing a machinery of Government change which is expected to lead to the transfer of the trading fund to Cabinet Office Ministers for the avoidance of doubt, as a Crown entity, a move from HM Treasury to Cabinet Office will have no impact upon the validity or continuation of this Contract;
"Business Continuity Plan"	has the meaning set out in paragraph 1.2.2 of schedule 5 (Business Continuity);
"Call-off Terms"	means these terms and conditions in respect of the provision of the Goods and/or Services, together with the schedules hereto;
"Clearance"	means national security clearance and employment checks undertaken by and/or obtained from the Defence Vetting Agency;
"Commencement Date"	means the date set out in paragraph 1.1 of the Order Form;
"Commercially Sensitive Information"	<p>means the information: (i) listed in paragraph 11 of the Order Form; or (ii) notified to the Client in writing (prior to the commencement of this Agreement) which has been clearly marked as Commercially Sensitive Information comprised of information:</p> <p>(a) which is provided by the Supplier to the Customer in confidence for the period set out in paragraph 11 of the Order Form or notification; and/or</p> <p>(b) that constitutes a trade secret;</p>

"Confidential Information"	means the Customer's Confidential Information and/or the Supplier's Confidential Information;
"Contract"	means the written agreement between the Customer and the Supplier consisting of the Order Form and the Call-off Terms save that for the purposes of clause 1.2.8 only, reference to Contract shall not include the Order Form;
"Contract Period"	means the period from the Commencement Date to: (a) the Expiry Date; or (b) such earlier date of termination or partial termination of the Contract in accordance with Law or the provisions of the Contract;
"Contract Price"	means the price (exclusive of any applicable VAT), payable to the Supplier by the Customer under the Contract, as set out in paragraph 6.1 of the Order Form, for the full and proper performance by the Supplier of its obligations under the Contract less any Service Credits;
"Contracting Authority"	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 other than the Customer;
"Control"	means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and "Controls" and "Controlled" shall be interpreted accordingly;
"Conviction"	means other than for minor road traffic offences, any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of schedule 1 of the Rehabilitation of Offenders Act 1974 (Exemptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being made the subject of a prohibition or restriction under section 218(6) of the Education Reform Act 1988);
"Critical Service Failure"	means a failure to achieve a Service Level to the extent specifically set out in paragraph 4.2 of the Order Form;
"Crown"	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the

	National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
"Cross Infection and Notifiable Diseases Policy"	means such policies and procedures put in place by the Customer to limit the cross infection of diseases and which the Customer shall make available to the Supplier upon request [to the Infection Control Representative];
"Customer"	means the customer(s) identified in the Order Form;
"Customer Data"	means: <ul style="list-style-type: none">(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:<ul style="list-style-type: none">(i) supplied to the Supplier by or on behalf of the Customer; or(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Contract; or(b) any Personal Data for which the Customer is the Data Controller;
"Customer Owned Article"	means any item of linen (or any other item for which laundry services are required under this Contract) which is owned by the Customer;
"Customer Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Customer prior to or independently of the performance by the Supplier of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, plans, processes, data and drawings;
"Customer Responsibilities"	means the responsibilities of the Customer set out in paragraph 5 of the Order Form;
"Customer Representative"	means the representative appointed by the Customer from time to time in relation to the Contract;
"Customer's Confidential Information"	means all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Customer, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is

	marked "confidential") or which ought reasonably be considered to be confidential;
"Data Controller"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Processor"	shall have the same meaning as set out in the Data Protection Act 1998;
"Data Protection Legislation"	means the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Data Subject"	shall have the same meaning as set out in the Data Protection Act 1998;
"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 negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other Party;
"Delivery"	means the time at which the Services have been delivered by the Supplier to the Specified Delivery Points [and the Customer has issued a Satisfaction Certificate in respect thereof] and "Deliver" and "Delivered" shall be construed accordingly;
"Developed IPRs"	means IPRs arising as a result of the provision of the Services by the Supplier (or by a third party on behalf of the Supplier) under the Contract
"Disaster"	shall have the meaning given in paragraph 2.6 of the Order Form;
"Dispute Resolution Procedure"	means the dispute resolution procedure set out in clause 48.2;
"Environmental Information Regulations"	means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

"Equipment"	means the Supplier's hardware, computer and telecoms devices, equipment, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from the Customer) in the performance of its obligations under the Contract which, for the avoidance of doubt does not include the Services;
"Exit Plan"	has the meaning set out in clause 5.5.1;
"Expiry Date"	means the date set out in paragraph 1.2 of the Order Form;
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"Force Majeure"	<p>means any event or occurrence which is outside the reasonable control of the Party concerned (which is not attributable to any act or failure to take preventative action by that Party) including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:</p> <ul style="list-style-type: none">(a) any industrial action occurring within the Supplier's or any Sub-contractor's organisation; and(b) the failure by any Sub-contractor to perform its obligations under any Sub-contract;(c) any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned;
"Framework Agreement"	means the framework agreement between the Authority and the Supplier referred to in the Order Form;
"Fraud"	means any offence under any Laws creating offences in respect of fraudulent acts or in relation to the Misrepresentation Act 1967 or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud a Contracting Authority or the Customer;
"General Principles"	has the meaning set out in paragraph 1.2.1 of schedule 5 (Disaster Recovery and Business Continuity);

"Good Industry Practice"	means standards, practices, methods and procedures conforming to the Law and the degree of skill, 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;
"Guarantee"	means the form of guarantee set out in schedule 2;
"Guarantor"	means the Supplier's parent company identified in the Order Form (if any);
"Hire Period"	means the period commencing from the delivery of the Linen Hire Articles to the Customer in accordance with the terms of this Contract and ending upon (i) expiry or termination of the contract or (ii) at such time that the Customer indicates to the Supplier that it no longer requires the Linen Hire Articles;
"Holding Company"	shall have the meaning given to it in section 1159 and Schedule 6 of the Companies Act 2006 or any statutory re-enactment or amendment thereto;
"Industry Sub-Contractor"	means any person or type of person who is commonly appointed by a supplier of laundry services, linen hire service and associated services operating in the sector;
"Infection Control Representative"	means the representative so designated by the Customer;
"Information"	has the meaning given under section 84 of the FOIA;
"Intellectual Property Rights" and "IPRs"	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 and website addresses, trade or business names, rights in Know-How and Confidential Information, 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 Performance Indicators"	means those indicators set out in paragraph 4.1 of the Order Form;
"Key Personnel"	means the individuals (if any) identified in paragraph 3.2 of the Order Form;

"Know-How"	means all ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the Services but excluding know-how already in the Supplier's or the Customer's possession before the Commencement Date;
"Laundered Items"	means any Linen Hire Article provided to the Supplier and which has been laundered by the Supplier in accordance with the provisions of this Contract;
"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 of any Regulatory Body which the Supplier is bound to comply with;
"Linen Hire Article"	means any goods or items of linen, including items of patients' clothing, staff uniform and drapes specified in the Services Requirements which the Customer hires from the Supplier;
"List x"	means, in relation to a Sub-contractor, one who has been placed on List x in accordance with Ministry of Defence guidelines and procedures, due to that Sub-contractor undertaking work on its premises marked as CONFIDENTIAL or above;
"Loss"	includes losses, liabilities, claims, costs, charges and outgoings of every description (including legal expenses), compensation payable under contracts with suppliers and/or customers, loss of normal operating profits, loss of opportunity, loss of goodwill, loss of revenue from related contracts and pure economic loss;
"Minimum Insurance Period"	has the meaning given in paragraph 8.1 of the Order Form;
"Month"	means calendar month;
"Order"	means the order submitted by the Customer to the Supplier in accordance with the Framework Agreement;
"Order Form"	means the form containing details of an Order, together with other information in relation to such Order, including without limitation the description of the Services to be supplied;

"Parent Company"	means any company which is the ultimate Holding Company of the Supplier or any other company of which the ultimate Holding Company of the Supplier is also the ultimate Holding Company and which is either responsible directly or indirectly for the business activities of the Supplier or which is engaged by the same or similar business to the Supplier;
"Party"	means the Supplier or the Customer and "Parties" shall mean both of them;
"Performance Monitoring System"	has the meaning given to it in clause 9.1;
"Performance Review Meetings"	has the meaning given to it in clause 9.4;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
"POKI"	means the Textile and textile products price index as published by the Office of National Statistics;
"Premises"	means the location where the Services are to be provided as set out in paragraph 2.2 of the Order Form;
"Process"	has the meaning given to it under the Data Protection Legislation but, for the purposes of this Contract, it shall include both manual and automatic processing;
"Property"	means the property, issued or made available to the Supplier by the Customer in connection with the Contract;
"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 Supplier would reasonably and ordinarily be expected to comply with (as may be further detailed in paragraph 2.3 of the Order Form and/or the Services Requirements) and any other applicable quality standards, Government codes of practice and guidance;
"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 Contract or any other affairs of the Customer;
"Related Service Provider"	means any person who provides services to the Customer which are related to the Services from time to time;
"Relevant Conviction"	means a Conviction that is relevant to the nature of the Services to be provided or as specified in paragraph 3.5 of the Order Form;
"Replacement Supplier"	any third party service provider of Replacement Services appointed by the Customer from time to time;
"Replacement Service"	any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination of this Contract, whether those services are provided by the Customer internally and/or by any third party;
"Request for Information"	any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry or termination or Partial Termination of this Contract, whether those services are provided by the Customer internally and/or by any third party;
"Review Report"	has the meaning set out in paragraph 6 of schedule 3 (Disaster Recovery and Business Continuity);
"RPIX"	means the indices of Retail Prices excluding Mortgages as published by the Office for National Statistics;
"Security Management Plan"	means the Supplier's security management plan prepared pursuant to paragraph 3 of schedule 2 an outline of which is set out in paragraph 3.4 of the Order Form as updated from time to time;
"Security Policy"	means the Customer's security policy set out in paragraph 2.4 of the Order Form, as updated from time to time;
"Service Credits"	means the service credits (if any) applicable to the provision of the Services as referred to in schedule 6 (Service Levels and Service Credits);
"Service Levels"	means the service levels (if any) applicable to the provision of the Services as referred to in schedule 6 (Service Levels and Service Credits);
"Services"	means the services to be supplied by the Supplier in accordance with the Services Requirement as referred to in paragraph 2.1 (Services Requirement) of the Order Form;

"Services Requirement"	means the Customer's requirements set out in paragraph 2.1 (Services Requirement) of the Order Form;
"Sites"	means any premises from which the Services are provided or from which the Supplier manages, organises or otherwise directs the provision or the use of the Services or where any part of the Supplier System is situated or where any physical interface with the Customer System takes place;
"Specified Delivery Point"	means the location(s) at the Premises for the collection and delivery of the Services as specified by the Customer in paragraph 2.2 of the Order Form, or such other locations as may be specified by the Customer from time to time;
"Staff"	means all persons employed by the Supplier and/or any Sub-contractor to perform its obligations under the Contract together with the Supplier's and/or any Sub-contractor's servants, consultants, agents, suppliers and sub-contractors used in the performance of its obligations under the Contract;
"Staff Vetting Procedures"	means the Customer's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989;
"Sub-contract"	means any contract or agreement or proposed contract or agreement between the Supplier and any third party whereby that third party agrees to provide to the Supplier the Services or any part thereof or facilities, goods or services necessary for the provision of the Services or any part thereof or necessary for the management, direction or control of the Services or any part thereof;
"Sub-contractor"	means the third party with whom the Supplier enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents;
"Supplier"	means the person, firm or company with whom the Customer enters into the Contract as identified in the Order Form;
"Supplier Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Supplier prior to or independently of the performance by the Customer of its obligations under the Contract and including, for the avoidance of doubt, guidance, specifications, instructions, plans,

	processes, drawings;
"Supplier's Proposals"	has the meaning set out in paragraph 5.3.3 of schedule 3 (Disaster Recovery and Business Continuity);
"Supplier Solution"	means the Supplier's solution for the provision of the Services as referred to in paragraph 3.1 of the Order Form;
"Supplier's Confidential Information"	means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Supplier, including IPRs, together with 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;
"Technical Standards"	means the technical standards set out in paragraph 2.3 of the Order Form;
"Tender"	means the document(s) submitted by the Supplier to the Customer in response to the Customer's invitation to suppliers for formal offers to supply it with the Services pursuant to the Framework Agreement;
"TUPE"	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 and Council Directive 2001/23/EC on the approximation of the laws of the Member States relating to the safeguarding of employees rights in the event of transfer of undertakings, businesses or parts of undertakings of businesses;
"Undisputed Sums Time Period"	has the meaning given in paragraph 9.1 of the Order Form;
"Unlaundered Items"	means any Linen Hire Article which the Customer requires laundering by the Supplier in accordance with the provisions of this Contract;
"Valid Invoice"	means an invoice issued by the Supplier to the Customer that complies with clause 15.2.2;
"Variation"	has the meaning given to it in clause 40.1;
"Variation Procedure"	means the procedure set out in clause 39;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales.

1.2 Interpretation

The interpretation and construction of the Contract shall be subject to the following provisions:

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";
- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 references 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;
- 1.2.6 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- 1.2.7 reference to a clause is a reference to the whole of that clause unless stated otherwise; and
- 1.2.8 in the event of and only to the extent of any conflict between the Order Form, the clauses of the Contract, any document referred to in the clauses of the Contract and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
 - 1.2.8.1 the Order Form;
 - 1.2.8.2 the clauses of the Contract;
 - 1.2.8.3 any other document referred to in the clauses of the Contract; and
 - 1.2.8.4 the Framework Agreement.

2. DUE DILIGENCE

2.1 The Supplier acknowledges that it:

- 2.1.1 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Customer;

2.1.2 has raised all relevant due diligence questions with the Customer before the Commencement Date; and

2.1.3 has entered into this Contract in reliance on its own due diligence alone.

3. GUARANTEE

Where the Customer has specified in the Order Form that this Contract shall be conditional upon receipt of a Guarantee from the Guarantor, the Supplier shall deliver to the Customer an executed Guarantee substantially in the form set out in schedule 2 from the Guarantor, on or prior to the Commencement Date.

4. CONTRACT PERIOD

The Contract shall take effect on the Commencement Date and shall expire automatically on the Expiry Date, unless it is otherwise terminated in accordance with the provisions of the Contract or otherwise lawfully terminated.

5. SUPPLY OF SERVICES

5.1 Supply of the Services

5.1.1 The Supplier shall supply the Services during the Contract Period in accordance with the Services Requirements and the provisions of this Contract in consideration for the payment of the Contract Price. The Customer may inspect and examine the manner in which the Supplier supplies the Services at the Premises during normal business hours on reasonable notice.

5.1.2 Subject to the Customer providing Approval in accordance with clause 5.2.2 (Provision and Removal of Equipment), time in relation to the supply of the Services shall be of the essence, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

5.1.3 The Supplier shall ensure that the Services are fully compatible with all equipment used by the Customer from time to time including the Customer's equipment specified in paragraph 5.2 of the Order Form.

5.1.4 The Supplier agrees that the Customer relies on the skill and judgment of the Supplier in the supply of the Services and the performance of its obligations under the Contract.

5.2 Provision and Removal of Equipment

5.2.1 Unless otherwise stated in the Order Form, the Supplier shall provide all the Equipment necessary for the supply of the Services.

5.2.2 The Supplier shall not deliver any Equipment nor begin any work on the Premises without obtaining Approval.

5.2.3 All Equipment brought onto the Premises shall be at the Supplier's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless and to the extent that the Supplier is able to demonstrate that such loss or damage was

caused by or contributed to by the Customer's Default. The Supplier shall be wholly responsible for the haulage or carriage of the Equipment to the Premises and the removal thereof when it is no longer required by the Customer and in each case at the Supplier's sole cost. Unless otherwise stated in this Contract, Equipment brought onto the Premises will remain the property of the Supplier.

5.2.4 The Supplier shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.

5.2.5 The Supplier shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

5.2.5.1 remove from the Premises any Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and

5.2.5.2 replace such item with a suitable substitute item of Equipment.

5.2.6 Upon termination or expiry of the Contract, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any objects contained thereon.

5.3 Quality

5.3.1 The Supplier shall at all times comply with the Technical Standards and the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard to which the Services must be provided has not been specified in the Contract, the Supplier shall agree the relevant standard for the provision of the Services with the Customer prior to the supply of the Services commencing and in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

5.3.2 The Supplier 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.

5.3.3 The Supplier shall ensure that the Staff shall at all times during the Contract Period:

5.3.3.1 faithfully and diligently perform those duties and exercise such powers consistent with them as are from time to time necessary in connection with the provision of the Services;

- 5.3.3.2 obey all lawful instructions and reasonable directions of the Customer and provide the Services to the reasonable satisfaction of the Customer; and
 - 5.3.3.3 are appropriately experienced, qualified and trained.
 - 5.3.4 The Supplier shall without prejudice to clause 5.1.2 above perform its obligations under the Contract in a timely manner.
 - 5.3.5 The Supplier shall supply the Services in accordance with the Service Requirements, the Order Form and in accordance with all applicable Laws, including but not limited to, any obligation implied by section 2 of the Supply of Goods and Services Act 1980.
 - 5.3.6 The Supplier shall at all times during the Contract Period ensure that:
 - 5.3.6.1 the Services conform in all respects with the Service Requirements set out in the Order Form and/or where applicable the Framework Agreement;
 - 5.3.6.2 the Services conform in all respects with all applicable Laws, Quality Standards and Technical Standards;
 - 5.3.6.3 the Services are supplied in accordance with the Supplier Solution,but for the avoidance of doubt in the event of any conflict between the Services Requirement and the Supplier Solution, then Services Requirement shall prevail.
- 5.4 Delivery
 - 5.4.1 The Supplier shall provide the Services in accordance with the Order.
 - 5.4.2 Except where otherwise provided in the Contract, the Services provided by the Staff or the Sub-contractors at such place or places as set out in paragraph 2.2 of the Order Form or as otherwise reasonably directed by the Customer or its duly authorised person.
 - 5.4.3 The Supplier shall collect the Unlaundered Items from the Specified Delivery Points.
 - 5.4.4 The Supplier shall Deliver the Laundered Items to the Specified Delivery Points.
 - 5.4.5 In the event that not all of the Laundered Items are Delivered in accordance with the Order ("**Undelivered Services**") then the Customer shall be entitled to withhold payment of the Contract Price for any Laundered Items that were not Delivered until such time as the Undelivered Services are Delivered.
- 5.5 Exit Planning

- 5.5.1 The Supplier shall, within three months after the Commencement Date, deliver to the Customer a plan (the "**Exit Plan**") which sets out the Supplier's proposed methodology for achieving orderly transition of the Services from the Supplier to the Customer and/or the Replacement Supplier on the expiry or termination of this Contract. Within 30 days after submission of the draft Exit Plan (or any revised Exit Plan) the parties will use their reasonable endeavours to agree its content and if they are unable to reach agreement then the dispute shall be referred to the Dispute Resolution Procedure. The Supplier will review and update the Exit Plan within one month of each anniversary of the Commencement Date. The Supplier shall ensure that the Exit Plan shall include as a minimum:
- 5.5.1.1 a detailed description of how the Services will be ceased and transferred to the Customer and/or the Replacement Supplier as the case may be;
 - 5.5.1.2 details of the management structure to be employed by the Supplier to effectively transfer the Services to the Customer and/or Replacement Supplier as the case may be;
 - 5.5.1.3 details of how relevant knowledge will be transferred to the Customer and/or the Replacement Supplier; and
 - 5.5.1.4 details of Licensed Goods and contracts (if any) which will be available for transfer to the Customer and/or the Replacement Supplier upon expiry or termination of the Contract together with any reasonable costs required to effect such transfer (and the Supplier agrees that all assets and contracts used by the Supplier in connection with the provision of the Services will be available for such transfer);
- 5.5.2 in the event that any Licensed Goods are to be transferred to the Replacement Supplier, the Supplier shall ensure that such transfer occurs seamlessly and in an orderly manner without causing any disruption to the provision of the Services to the Customer and that any such transfer is effected by the Supplier and Replacement Supplier in accordance with Law (together with any applicable regulations);
- 5.5.3 where a Replacement Supplier determines that any Licensed Goods must be replaced to enable it to perform the Services, the Supplier shall liaise with the Replacement Supplier to co-ordinate the removal of the Licensed Goods with the Replacement Supplier's installation of replacement goods and in such circumstances the Supplier shall ensure that the removal and replacement of the Licensed Goods:
- 5.5.3.1 does not cause any damage to the Premises or any of the Customer's equipment (as set out in paragraph 5.2 of the Order Form) or other property of the Customer to the fullest extent that the Supplier is able;

- 5.5.3.2 occurs seamlessly and in an orderly manner without causing any disruption to the provision of the Services to the Customer; and
- 5.5.3.3 is effected by the Supplier and Replacement Supplier in accordance with Law and any applicable regulations.

6. KEY PERFORMANCE INDICATORS

The Supplier shall provide the Services to meet or exceed the Key Performance Indicators.

7. SERVICE LEVELS

The Supplier shall provide the Services to meet or exceed the Service Levels and any failure to meet the Service Levels shall entitle the Customer to Service Credits calculated in accordance with the provisions of Schedule 6 (Service Levels) or in the event of a Critical Service Failure shall give rise to a right for the Customer to terminate this Agreement with immediate effect upon giving written notice to the Supplier.

8. DISASTER RECOVERY AND BUSINESS CONTINUITY

The parties shall comply with the provisions of schedule 3 (Business Continuity).

9. MONITORING OF CONTRACT PERFORMANCE

9.1 Within [20] Working Days of the Commencement Date the Supplier shall provide the Customer with details of the system that it will implement in order to monitor and report on performance in relation to the Services including against the Service Levels and Key Performance Indicators ("**Performance Monitoring System**") and the Parties will endeavour to agree such process as soon as reasonably possible. The Supplier agrees that, as a minimum the reports generated as part of the Performance Monitoring System shall contain, as a minimum, the following information in respect of the relevant period just ended:

- 9.1.1 for each Service Level and Key Performance Indicator, the actual performance achieved over the relevant period;
- 9.1.2 a summary of all failures to achieve Service Levels and Key Performance Indicators that occurred during that period;
- 9.1.3 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
- 9.1.4 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
- 9.1.5 such other details as the Customer may reasonably require from time to time.

9.2 Once agreed, the Supplier shall comply with the Performance Monitoring System.

- 9.3 Where reports are required to be submitted as part of the Performance Monitoring System, the Supplier shall render such reports at such time and in such form as may be specified or as otherwise agreed between the Parties.
- 9.4 The Parties shall attend meetings to discuss performance in relation to the Services including Service Level and Key Performance Indicator reports ("**Performance Review Meetings**") on a [monthly] basis (unless otherwise agreed). The Performance Review Meetings will be the forum for the review by the Supplier and the Customer of the Performance Monitoring Reports. The Performance Review Meetings shall (unless otherwise agreed):
- 9.4.1 take place within [one (1)] week of the reports being issued by the Supplier;
 - 9.4.2 take place at such location and time (within normal business hours) as the Customer shall reasonably require unless otherwise agreed in advance;
 - 9.4.3 be attended by the Supplier's Representative and the Customer's Representative; and
 - 9.4.4 be fully minuted by the Supplier. The prepared minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Customer's representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Performance Review Meeting will be agreed and signed by both the Supplier's representative and the Customer's Representative at each meeting.
- 9.5 The Customer shall be entitled to raise any additional questions and/or request any further information regarding the performance of the Supplier including any failure to achieve Service Levels and/or Key Performance Indicators.
- 9.6 The Supplier shall provide to the Customer such supporting documentation as the Customer may reasonably require in order to verify the level of the performance by the Supplier.

10. CONTINUOUS IMPROVEMENT

- 10.1 The Supplier shall have an ongoing obligation throughout the Contract Period to identify new or potential improvements to the Services and to comply with any specific provisions in accordance with the provisions referred to in paragraph 4.3 of the Order Form (if any).
- 10.2 The Supplier shall ensure that the information that it provides to the Customer in accordance with clause 10.1 shall be sufficient for the Customer to decide whether any improvement to the Services should be implemented. The Supplier shall provide any further information that the Customer requests in connection with any improvements to the Services identified by the Supplier.

11. DISRUPTION

- 11.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the Customer, its employees or any other contractor employed by the Customer.

- 11.2 The Supplier shall immediately inform the Customer of any actual or potential industrial action, whether such action be by the Supplier's own employees or others, which affects or might affect the Supplier's ability at any time to perform its obligations under the Contract.
- 11.3 In the event of industrial action by the Staff, the Supplier shall seek Approval to its proposals for the continuance of the supply of Services in accordance with its obligations under the Contract.
- 11.4 If the Supplier's proposals referred to in clause 11.3 are considered insufficient or unacceptable by the Customer acting reasonably then the Contract may be terminated with immediate effect by the Customer by notice in writing.
- 11.5 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business caused by the Customer, an appropriate allowance by way of extension of time will be approved by the Customer. In addition, the Customer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

12. CUSTOMER RESPONSIBILITIES

- 12.1 The Customer shall comply with the Customer Responsibilities.

13. REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE OF THE SERVICES

- 13.1 Without prejudice to any other right or remedy which the Customer may have, if any Services are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract then the Customer may (whether or not any part of the Services have been Delivered) do any of the following:
 - 13.1.1 at the Customer's option, give the Supplier the opportunity at the Supplier's expense remedy any failure in the performance of the Services together with any damage resulting from such failure (and where such failure is capable of remedy) or to supply replacement Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled, in accordance with the Customer's instructions;
 - 13.1.2 refuse to accept any further Services to be Delivered but without any liability to the Customer;
 - 13.1.3 carry out at the Supplier's expense any work necessary to make the Services comply with the Contract;
 - 13.1.4 without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Customer that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;
 - 13.1.5 without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and

thereafter itself supply or procure a third party to supply such part of the Services; and/or

- 13.1.6 charge the Supplier for and the Supplier shall on demand pay any costs reasonably incurred by the Customer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

13.2 In the event that the Supplier:

- 13.2.1 fails to comply with clause 13.1 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or

- 13.2.2 persistently fails to comply with clause 13.1 above,

the Customer may terminate the Contract with immediate effect by giving the Supplier notice in writing.

14. PREMISES

14.1 Inspection of Premises

- 14.1.1 The Supplier acknowledges that if it has inspected the Premises and has advised the Customer of any aspect of the Premises that is not suitable for the provision of the Services and that the specified actions to remedy the unsuitable aspects of the Premises, together with a timetable for and the costs of those actions, have been specified in paragraph 3.7 of the Order Form.

- 14.1.2 If the Supplier has either failed to inspect the Premises or failed to notify the Customer of any required remedial actions in accordance with clause 14.1.1 then the Supplier shall not be entitled to recover any additional costs or charges from the Customer relating to any unsuitable aspects of the Premises except in respect of any latent structural defect in the Premises. The onus shall be on the Supplier to prove to the Customer that any work to the Premises is required in respect of a latent structural defect and that the additional costs or charges are reasonable and necessary. The Supplier shall not incur such additional costs or charges without obtaining Approval.

- 14.1.3 Any disputes relating to due diligence as set out in clause 2 or this clause 14 shall be resolved in accordance with the Dispute Resolution Procedure.

14.2 Licence to occupy Premises

- 14.2.1 Any land or Premises made available from time to time to the Supplier by the Customer in connection with the Contract shall be made available to the Supplier on a non-exclusive licence basis

free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of the Contract.

14.2.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Customer may reasonably request.

14.2.3 Should the Supplier require modifications to the Premises, such modifications shall be subject to Approval and shall be carried out by the Customer at the Supplier's expense. The Customer shall undertake any modification work which it approves pursuant to this clause 14.2.3 without undue delay. Ownership of such modifications shall rest with the Customer.

14.2.4 The Supplier 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 and conduct of personnel at the Premises as determined by the Customer, and the Supplier shall pay for the cost of making good any damage caused by the Supplier or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

14.2.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Supplier or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

14.3 Property

14.3.1 Where the Customer issues Property free of charge to the Supplier such Property shall be and remain the property of the Customer and the Supplier irrevocably licences the Customer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Property. The Supplier shall not in any circumstances have a lien or any other interest on the Property and at all times the Supplier shall possess the Property as fiduciary agent and bailee of the Customer. The Supplier shall take all reasonable steps to ensure that the title of the Customer 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 Customer's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Customer.

14.3.2 The Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Customer otherwise within two (2) Working Days of receipt.

- 14.3.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear) and shall use the Property solely in connection with the Contract and for no other purpose without Approval.
- 14.3.4 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Customer's reasonable security requirements as required from time to time.
- 14.3.5 The Supplier 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 Customer's Default. The Supplier shall inform the Customer within two (2) Working Days of becoming aware of any defects appearing in or losses or damage occurring to the Property.

14.4 [Linen Hire Articles

- 14.4.1 All Linen Hire Articles are and shall at all times remain the sole property of the Supplier.
- 14.4.2 The Supplier shall let and the Customer shall take on hire the Linen Hire Articles for the Hire Period in accordance with the Contract.
- 14.4.3 The Supplier shall at all times maintain adequate stock levels of Linen Hire Articles in order to perform the Services in accordance with the Contract. The Supplier shall perform regular checks of all Linen Hire Articles to ensure it has adequate stock levels and shall notify the Customer immediately if at any time it has an insufficient stock level of Linen Hire Articles to perform the Services in accordance with the Contract.
- 14.4.4 Subject to Clause 14.4.5, the Supplier shall be responsible for all loss of and damage to Linen Hire Articles, including loss or damage occurring to any Linen Hire Articles while in the possession of the Customer, and the Supplier shall repair or replace any lost or damaged Linen Hire Articles as required to comply with clause 14.4.3.
- 14.4.5 The Customer shall be liable for damage to Linen Hire Articles occurring while in the possession of the Customer, but only to the extent that such damage results from:
 - 14.4.5.1 the incorrect use of such Linen Hire Article by the Customer's staff; or,
 - 14.4.5.2 the wilful negligence of the Customer's staff, and
 - 14.4.5.3 is not attributable (in whole or in part) to normal wear and tear, or a lack of clear instructions for use.
- 14.4.6 The Customer shall not:
 - 14.4.6.1 modify or alter the Linen Hire Articles without the prior consent of the Supplier;

- 14.4.6.2 sell, purport to sell, mortgage or part with possession of the Linen Hire Articles (other than to a statutory successor) use the Linen Hire Articles as security for a loan or any other obligation, allow the creation of any charge or lien over the Linen Hire Articles or create or allow to be created any right for a third party to retain the Linen Hire Articles; or
- 14.4.6.3 do anything that otherwise interferes with the Supplier's ownership of or other rights in the Linen Hire Articles.]

14.5 Customer Owned Articles

- 14.5.1 All Customer Owned Articles are and shall at all times remain the sole property of the Customer.
- 14.5.2 The Supplier shall take reasonable steps to ensure that the Customer Owned Articles are not lost or damaged while in the Supplier's possession.
- 14.5.3 The Supplier shall be liable for any loss or damage occurring to any Customer Owned Articles while in the possession of the Supplier, and the Supplier agrees indemnify the Customer against all damages, costs, expenses and any other liabilities which arise in connection with the full cost of repair or replacement of any such lost or damaged Customer Owned Articles.
- 14.5.4 The Supplier shall perform regular checks of Customer Owned Articles. If any check reveals that any Customer Owned Articles are lost and/or damaged the Supplier shall immediately notify the Customer of such loss and/or damage.
- 14.5.5 The Supplier shall not charge the Customer for the processing of any Customer Owned Articles lost or damaged while in the possession of the Supplier.
- 14.5.6 The Supplier shall treat Customer Owned Articles which are in its possession in accordance with the terms of the Contract only and not use them for any other purposes whatsoever.
- 14.5.7 The Supplier shall not modify or alter any Customer Owned Articles without the prior consent of the Customer.
- 14.5.8 The Supplier shall not sell or part with possession of any Customer Owned Articles or do anything else which interferes with the Customer's ownership or other rights in the Customer Owned Articles.
- 14.5.9 The Supplier shall not in any circumstances have a lien or any other interest on the Customer Owned Articles and at all times the Supplier shall possess the Customer Owned Articles as fiduciary agent and bailee of the Customer. The Supplier shall take all reasonable steps to ensure that the title of the Customer to the Customer Owned Articles 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 Customer's request,

store the Customer Owned Articles separately and ensure that it is clearly identifiable as belonging to the Customer.

15. PAYMENT AND CONTRACT PRICE

15.1 Contract Price

15.1.1 In consideration of the Supplier's performance of its obligations under the Contract, the Customer shall pay the Contract Price in accordance with clause 15.2 (Payment and VAT).

15.1.2 The Customer shall, in addition to the Contract Price and following delivery by the Customer of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

15.2 Payment and VAT

15.2.1 The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within the time period specified in paragraphs 6.1 and 6.2 of the Order Form.

15.2.2 The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services provided and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.

15.2.3 Where the Supplier enters into a Sub-contract it shall ensure that a provision is included in such Sub-contract which requires payment to be made of all sums due by the Supplier to the Sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-contract.

15.2.4 The Supplier shall add VAT to the Contract Price at the prevailing rate as applicable.

15.2.5 The Supplier shall indemnify the Customer on demand and on a continuing basis against any liability, including without limitation any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause 15.2.5 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

15.2.6 The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Contract under clause 25.3 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

15.3 Recovery of Sums Due

- 15.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Contract), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Customer.
- 15.3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 15.3.3 The Supplier shall make any payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Supplier.
- 15.3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

15.4 Euro

- 15.4.1 Any requirement of Law to account for the Services in Euro, (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Customer.
- 15.4.2 The Customer shall provide all reasonable assistance to facilitate compliance with clause 15.4.1 by the Supplier.

15.5 Assignment

- 15.5.1 The Supplier may assign to a third party ("**the Assignee**") the right to receive payment of the Contract Price or any part thereof due to the Supplier under this Contract (including any interest which the Customer incurs under clause 15.2.6). Any assignment under this clause shall be subject to:
 - 15.5.1.1 reduction of any sums in respect of which the Customer exercises its right of recovery under clause 15.3;
 - 15.5.1.2 all related rights of the Customer under the contract in relation to the recovery of sums due but unpaid; and
 - 15.5.1.3 the Client receiving notification under both clauses 15.5.2 and 15.5.3.
- 15.5.2 In the event that the Supplier assigns the right to receive the Contract Price under clause 15.5.1, the Supplier or the Assignee shall notify the Customer in writing of the assignment and the date upon which the assignment becomes effective.

15.5.3 The Supplier shall ensure that the Assignee notifies the Customer of the Assignee's contact information and bank account details to which the Customer shall make payment.

15.5.4 The provisions of clause 15.2 shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Customer.

16. KEY PERSONNEL

16.1 The Supplier shall and shall procure that any Sub-contractor shall obtain Approval before removing or replacing any Key Personnel during the Contract Period.

16.2 The Supplier shall provide the Customer with at least one month's written notice of its intention to replace any member of Key Personnel.

16.3 The Customer shall not unreasonably delay or withhold its consent to the appointment of a replacement for any relevant Key Personnel by the Supplier or Sub-contractor. The Customer may interview the candidates for Key Personnel positions before they are appointed.

16.4 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Customer. The Supplier shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as qualified and experienced or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

16.5 The Customer may also require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the cost of replacing any Key Personnel.

17. SUPPLIER'S STAFF

17.1 The Customer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:

17.1.1 any member of the Staff; or

17.1.2 any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Customer, be undesirable.

17.2 At the Customer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission to the Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.

17.3 Staff engaged within the boundaries of the 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 within the boundaries of those Premises.

- 17.4 If the Supplier fails to comply with clause 17.2 within two (2) Months of the date of the request, the Customer may terminate the Contract, 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 Customer.
- 17.5 The decision of the Customer as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with clause 17.2 shall be final and conclusive.
- 17.6 The Supplier shall procure that the Customer is kept advised at all times of any:
 - 17.6.1 disciplinary incident relating to his staff involving visitors to the Customer's premises, or the Customer's or any Contracting Body's staff or property; and
 - 17.6.2 incidence of serious misconduct involving any of its staff who provide Services on the Authority's or any Contracting Body's premises.
- 17.7 The Supplier shall only employ staff for the purposes of the Contract who:
 - 17.7.1 if providing Services at the Customer's premises, fulfil any minimum training and qualification requirements of the Customer as set out in the Services Requirements and also all training and qualification requirements that may be deemed necessary by the Customer Representatives, legislation, or any special bodies or associations;
 - 17.7.2 are in good health and have a standard of oral and personal hygiene acceptable to the Customer;
 - 17.7.3 are medically and physically fit in so far as the requirements of the work are concerned.
- 17.8 The Supplier shall not employ in or about the provision of the Services any person who has suffered from, has signs of, is under treatment for, or who is suffering from any medical condition which is known to, or does potentially place the health of the Customer's staff, residents, patients or visitors at risk. In all such cases, the Supplier is required to notify the Customer Representative of each particular incident. The Supplier may receive and will accept such instruction as to the immediate and future working capability of the affected employee, upon the Customer's premises. Such instruction may necessitate the need for further investigation, which shall be the duty and responsibility of the Supplier at his own expense.
- 17.9 The Customer Representative may, but not unreasonably or vexatiously, require any person employed by the Supplier in or about the provision of the Services to be medically examined at any time during their employment.
- 17.10 Any medical examination or certification of any member of the Supplier's staff required by the Contract shall be arranged by and shall be at the expense of the Supplier provided always that the Customer shall be entitled at their own expense, to require any medical examination to be carried out by a medical practitioner nominated by the Customer.

- 17.11 The Supplier shall comply and shall ensure that its employees comply with the Customer's Cross Infection and Notifiable Diseases Policy and will co-operate with and act upon the advice of the Customer's Infection Control Representative.
- 17.12 The Supplier shall procure that all persons appointed by the Supplier to provide any of the Services shall undergo pre-employment health screening to establish in each case whether such person is medically fit for his or her proposed tasks in the provision of any of the Services, such medical screening to be undertaken at the Supplier's cost.
- 17.13 Records of all pre-employment health screenings shall be held by the Supplier and produced for inspection upon request by the Customer and the Supplier shall procure that the individual member of staff concerned has given his or her written consent to such inspection.
- 17.14 The Supplier shall ensure that all persons appointed to provide any of the Services are medically fit for his or her proposed tasks in the provision of the Services and the Supplier shall indemnify and keep indemnified the Customer against any Loss arising out of a claim or proceedings by any such person.
- 17.15 The Supplier's staff shall be trained to recognise situations which involve an actual or potential hazard including:
 - 17.15.1 danger of personal injury to any person on the Customer's premises and
 - 17.15.1.1 where possible, without personal risk, make safe any such situation; or
 - 17.15.1.2 report any such situation to the Customer Representative;
 - 17.15.2 fire risks and fire precautions and procedures including attendance at fire lectures/drills in accordance with the Customer's policies;
 - 17.15.3 security;
 - 17.15.4 risk management; and
 - 17.15.5 major incident.
- 17.16 The Supplier shall provide such first aid facilities and ensure that his staff abide by such first aid procedures as shall be required by the Customer.
- 17.17 The Supplier shall at any time ensure that the equipment used and procedures operated conform to the Customer's Fire Policy.
- 17.18 The Supplier shall co-operate with the Customer's Fire, Security and Safety Advisors and shall comply with their reasonable instructions.
- 17.19 The Supplier will comply with the Control of Substances Hazardous to Health (COSHH) Regulations and COSHH hazard management and control.
- 17.20 Relevant Convictions

- 17.21 The Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found by the Supplier to have any Relevant Convictions (whether as a result of a police check or through the Criminal Records Bureau procedures or otherwise), is employed or engaged in any part of the provision of the Services without Approval.
- 17.22 For each member of Staff who, in providing the Services, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Customer owes a special duty of care, the Supplier shall (and shall procure that the relevant Sub-contractor shall):
- 17.22.1 carry out a policy check with the records held by the Department For Education;
 - 17.22.2 conduct thorough questioning regarding any Relevant Convictions; and
 - 17.22.3 ensure a police check is completed and such other checks as may be carried out through the Criminal Records Bureau,
 - 17.22.4 and the Supplier shall not (and shall ensure that any Sub-contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

18. OFFERS OF EMPLOYMENT

During the Contract Period and for a period of twelve (12) Months thereafter neither the Customer nor the Supplier 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. This clause 18 shall not apply where the staff in question have replied to a bona fide advertisement.

19. STAFFING SECURITY

- 19.1 The Supplier shall comply with the Staff Vetting Procedures in respect of all Staff employed or engaged in the provision of the Services. The Supplier confirms that all Staff employed or engaged by the Supplier at the Commencement Date were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.
- 19.2 The Supplier shall provide training on a continuing basis for all Staff employed or engaged in the provision of the Services in compliance with the Security Policy and Security Management Plan.
- 19.3 The Supplier agrees that it will not require that the persons engaged by any Sub-contractor obtain Clearance who have not previously held Clearance except where there is an urgent priority requirement including:
- 19.3.1 Clearance being genuinely necessary and proportionate; or
 - 19.3.2 the work must be completed by the relevant person within 30 days (in relation to Defence Vetting Agency Security Checks and Defence Vetting Agency Counter Terrorist Checks ("**CTC**") and 100 days (in relation to Defence Vetting Agency Developed Vetting) of the Commencement Date; or

- 19.3.3 the role of the Sub-contractor requires immediate and routine unsupervised access to:
 - 19.3.3.1 sites or persons at risk of terrorist attack, in which case a CTC can be required; or
 - 19.3.3.2 assets protectively marked as at least SECRET.
- 19.4 Save in respect of the circumstances set out in clause 19.3 above in the event that it will take longer for the Supplier to carry out the work than to secure Clearance, the Customer's existing practices for escorting and supervising un-cleared Sub-contractors will be followed until such time as the Sub-contractor's Clearance is confirmed.
- 19.5 Where the persons engaged by a Sub-contractor have previously held Clearance, the Supplier may consider such person's Clearance as current if that person has not worked continuously on jobs where Clearance is required, only where the following conditions are met:
 - 19.5.1 that person's existing Clearance is not more than three years old in relation to non List x or five years old in relation to List x;
 - 19.5.2 the Sub-contractor has worked on a job where the clearance was required in the past 12 months; or
 - 19.5.3 the Sub-contractor has not resided overseas for more than six months since its last cleared post.
- 19.6 The Supplier shall provide its employees with a form of identification that is acceptable to the Customer and which employees shall display on their clothing at all times when they are on the Customer's premises.
- 19.7 The Supplier and his staff shall confine themselves to the locality of their work and shall cause as little interference and disruption as possible with other personnel and activities on the Customer's premises.
- 19.8 The Customer shall not be liable for loss of, or damage to, the personal property of Supplier's staff, howsoever caused.
- 19.9 It is the joint responsibility of the Supplier and his employees to ensure that the employees supplied to carry out the Services have not worked excessive hours which could prejudice the standards of service. In accordance with the Working Time Regulations 1998 it is the responsibility of the Supplier to keep records of hours worked for each employee.

20. TUPE

- 20.1 The Parties hereby acknowledge that, subject to the right of employees under Regulation 4(7) of TUPE, TUPE will operate to transfer each of the Employees to the Contractor on the Commencement Date which shall be the "time of transfer" under TUPE.
- 20.2 If in relation to any or all of the Employees the transfer of their employment occurs on any date before the Commencement Date, the provisions of this Clause generally will apply to those Employees as if references to the Commencement Date were references to that date.

- 20.3 If it is determined by a Tribunal or other court of competent jurisdiction or as a result of a change of law that TUPE does not apply at or immediately before the Commencement Date the Supplier shall ensure that it is able to and does use all or any of those who would have been Employees had TUPE applied to the provision of the Services by the Supplier from the Commencement Date on the terms set out in this Clause.
- 20.4 Where Clause 20.3 applies the relevant Parties shall co-operate generally with a view to securing in a timely and economical manner that, where possible, the employees shall come to be employed by the Supplier.
- 20.5 Subject to Clause 24, the Supplier shall indemnify and keep indemnified the Customer against any Loss incurred by the Customer connected with or arising from any claim or proceedings by any trade union, elected employee representative, staff association, or Employee made against the Customer in respect of any or all of the Employees or any other employee of the Supplier and which arises from or is connected with any failure by the Supplier to comply with its legal obligations in relation thereto whether under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 or Regulations 11, 13 and/or 14 of TUPE.
- 20.6 Subject to Clause 24, the Supplier shall indemnify and keep indemnified the Customer against any Loss incurred by the Customer connected with or arising from the contract of employment or any policy applicable to, or any collective agreement in respect of any Employee or of any other person at any time employed by (or engaged as a consultant by) the Supplier made against the Customer at any time for breach of such contract, policy or any such collective agreement, including but not limited to any claims relating to pay, unfair dismissal, statutory or contractual redundancy pay, discrimination on grounds of sex, race, disability, religion or belief, sexual orientation, or age, equal pay, unlawful deductions, loss of earnings, industrial or personal injury or otherwise relating to their employment by the Customer and which results from any act, fault or omission of the Supplier while such Employees were or such other person was employed by the Contractor.
- 20.7 Subject to Clause 24, the Supplier shall indemnify and keep indemnified the Customer against any Loss incurred from any change or proposed change to the terms and conditions of employment of any Employees where such change is or is proposed to be effected following the transfer of any such person pursuant to the Contract and in respect of any Loss incurred by the Customer arising from the employment or proposed employment of any such Employee otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.
- 20.8 Upon the day which is six months before the Expiry Date or as soon as the Supplier is aware of the proposed termination of the Contract or the provision by it of the Services the Supplier shall upon the request of the Customer and to the extent permitted by law, supply to the Customer all information required by the Customer as to the terms and conditions of employment and employment history of any employees (including all employee liability information identified in Regulation 11 of TUPE) then assigned by the Supplier to the provision of the Services and shall warrant the accuracy of such information.
- 20.9 Except with the prior written consent of the Customer, the Supplier shall not vary any terms and conditions of employment of any employee or any policy

or collective agreement applicable to any employee then assigned by the Supplier to the provisions of the Services (provided always that this provision shall not affect the right of the Supplier to give effect to any pre-existing contractual obligation to any such employee) nor remove or replace any particular employee so assigned (unless requested by such employee or upon the resignation of such employee in which case the Supplier shall replace such person with another person of similar skills, qualifications and experience) after the Customer has served notice of the termination of the Contract or after the Supplier shall have otherwise become aware of the proposed termination of the Contract or the provision by it of the Services.

- 20.10 On the termination of the Contract, where there is no transfer pursuant to TUPE such that employees assigned by the Supplier to the provision of the Services do not transfer to a Replacement Supplier, the Supplier shall use reasonable endeavours to procure that the Replacement Supplier may use any such employees in the provision of services equivalent to the Services from the date of expiry or termination for a period of up to 12 months thereafter.]

21. INTELLECTUAL PROPERTY RIGHTS

- 21.1 Save as expressly granted elsewhere under the Contract:

21.1.1 the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including

21.1.1.1 the Supplier Pre-Existing IPR,

21.1.1.2 and

21.1.2 the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including

21.1.2.1 the Customer Pre-Existing IPR; or

21.1.2.2 the Developed IPR;

- 21.2 Where either party acquires, by operation of law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in clause 21.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other party on the request of the other party (whenever made).

- 21.3 The Supplier hereby grants, or shall procure the direct grant, to the Customer (and the Replacement Supplier) a transferrable, irrevocable, sub-licensable, non-exclusive, royalty free licence to use the Supplier Pre-Existing IPR so far as is necessary for the Customer to receive the Services and any services provided by the Replacement Supplier.

- 21.4 The Supplier hereby assigns to the Customer, with full title guarantee, title to and all rights and interest in the Developed IPRs or shall procure that the first owner of the Developed IPRs assigns them to the Customer on the same basis. Such assignment shall either take effect on the Commencement Date or as a present assignment of future rights that will take effect immediately on the coming into existence of the Developed IPRs, as appropriate. The

Supplier shall waive or procure a waiver of any moral rights in the Developed IPRs assigned to the Customer under this Contract.

21.5 The Customer hereby grants to the Supplier a non-exclusive, non-assignable licence to use the Customer's Pre-Existing IPR and the Developed IPRs during the Contract Period for the sole purpose of enabling the Supplier to provide the Services. Such licence:

21.5.1 includes the right to grant sub-licences to Sub-contractors provided that any relevant Sub-contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in clause 22.5 (Confidentiality); and

21.5.2 is granted solely to the extent necessary for performing the Services in accordance with this Contract. The Supplier shall not, and shall procure that the Sub-contractors do not, use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

21.6 In the event of the termination or expiry of this Contract, the licence referred to in clause 21.5 and any sub-licence granted in accordance with clause 21.5.1 shall terminate automatically and the Supplier shall deliver to the Customer all material licensed to the Customer pursuant to clause 21.5 in the Supplier's possession or control.

21.7 The Supplier shall on demand, during and after the Contract Period, indemnify and keep indemnified and hold the Customer and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer or the Crown may suffer or incur as a result of any claim that the rights granted to the Customer pursuant to this Contract and/or the performance by the Supplier of the Services infringes or allegedly infringes a third party's Intellectual Property Rights ("**Claim**") except where the Claim arises from:

21.7.1 items or materials based upon designs supplied by the Customer; or

21.7.2 the use of data supplied by the Customer which is not required to be verified by the Supplier under any provision of the Contract.

22. PROTECTION OF INFORMATION

22.1 Security Requirements

22.1.1 The Supplier shall comply, and shall procure the compliance of the Staff, with the Security Policy and the Security Management Plan and the Supplier shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

22.1.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.

22.1.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Services it may notify the

Customer. In doing so, the Supplier 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 Contract Price shall then be agreed in accordance with the procedure set out in clause 38.

- 22.1.4 Until and/or unless a change to the Contract Price is agreed by the Customer pursuant to clauses 22.1.2 and 22.1.3 the Supplier shall continue to perform the Services in accordance with its existing obligations.

22.2 Security of Premises

- 22.2.1 The Customer shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Supplier shall comply with all reasonable security requirements of the Customer while on the Premises and shall ensure that all Staff comply with such requirements.
- 22.2.2 The Customer shall provide the Supplier upon request copies of its written security procedures and shall afford the Supplier upon request an opportunity to inspect its physical security arrangements.

22.3 Customer Data

- 22.3.1 The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
- 22.3.2 The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Customer.
- 22.3.3 To the extent that Customer Data is held and/or processed by the Supplier, the Supplier shall supply that Customer Data to the Customer as requested by the Customer and in the format specified in this Contract (if any) and in any event as specified by the Customer from time to time in writing.
- 22.3.4 The Supplier shall take responsibility for preserving the integrity of Customer Data and preventing the corruption or loss of Customer Data.
- 22.3.5 The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Security Policy.
- 22.3.6 The Supplier shall ensure that any system on which the Supplier holds any Customer Data which is protectively marked shall be accredited using HMG IA Standard Number 2 (Risk Management and Accreditation of Information Systems) (a copy of which is available at []) and the Supplier shall review such accreditation status at least once in each calendar year to assess whether material changes have occurred which could alter the original

accreditation decision. If any such changes have occurred then the Supplier shall resubmit such system for accreditation.

22.3.7 If the Customer Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Customer may:

22.3.7.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of Customer Data to the extent and in accordance with the Business Continuity Plan and the Supplier shall do so as soon as practicable but in accordance with the time period notified by the Customer; and/or

22.3.7.2 itself restore or procure the restoration of Customer Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified in the Business Continuity Plan.

22.3.8 If at any time the Supplier suspects or has reason to believe that Customer Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Customer immediately and inform the Customer of the remedial action the Supplier proposes to take.

22.4 Protection of Personal Data

22.4.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Customer is the Data Controller and that the Supplier is the Data Processor.

22.4.2 The Supplier shall:

22.4.2.1 Process the Personal Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Customer to the Supplier during the Contract Period);

22.4.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;

22.4.2.3 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- 22.4.2.4 take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data;
- 22.4.2.5 obtain Approval in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;
- 22.4.2.6 ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause 22.4;
- 22.4.2.7 ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer;
- 22.4.2.8 notify the Customer (within five (5) Working Days) if it receives:
 - (a) a request from a Data Subject to have access to that person's Personal Data; or
 - (b) a complaint or request relating to the Customer's obligations under the Data Protection Legislation;
- 22.4.2.9 provide the Customer with full cooperation and assistance in relation to any complaint or request made, including by:
 - (a) providing the Customer with full details of the complaint or request;
 - (b) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer's instructions;
 - (c) providing the Customer with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and
 - (d) providing the Customer with any information requested by the Customer;
- 22.4.2.10 permit the Customer or the Customer Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this Contract;
- 22.4.2.11 provide a written description of the technical and organisational methods employed by the Supplier for

processing Personal Data (within the timescales required by the Customer); and

22.4.2.12 [not Process or otherwise transfer any Personal Data outside the European Economic Area. If, after the Commencement Date, the Supplier (or any Sub-contractor) wishes to Process and/or transfer any Personal Data outside the European Economic Area, the following provisions shall apply:

- (a) the Supplier shall submit a request for Variation to the Customer which shall be dealt with in accordance with the Variation Procedure and paragraph (b) to (d) below;
- (b) the Supplier shall set out in its request for a Variation details of the following:
 - (i) the Personal Data which will be Processed and/or transferred outside the European Economic Area;
 - (ii) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;
 - (iii) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Customer's compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;
- (c) in providing and evaluating the request for Variation, the parties shall ensure that they have regard to and comply with then-current Customer, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

(d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:

(i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and

(ii) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Customer on such terms as may be required by the Customer, which the Supplier acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).]

22.4.3 The Supplier shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.

22.5 Confidentiality

22.5.1 Except to the extent set out in this clause 22.5 or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

22.5.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly; and

22.5.1.2 not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.

22.5.2 Clause 22.5.1 shall not apply to the extent that:

22.5.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause 22.7 (Freedom of Information);

22.5.2.2 such information was in the possession of the Party making the disclosure without obligation of

- confidentiality prior to its disclosure by the information owner;
- 22.5.2.3 such information was obtained from a third party without obligation of confidentiality;
- 22.5.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or
- 22.5.2.5 it is independently developed without access to the other Party's Confidential Information.
- 22.5.3 The Supplier may only disclose the Customer's Confidential Information to the Staff who are directly involved in the provision of the Services and/or Goods and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
- 22.5.4 The Supplier shall not, and shall procure that the Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Contract.
- 22.5.5 At the written request of the Customer, the Supplier shall procure that those members of Staff identified in the Customer's notice sign a confidentiality undertaking prior to commencing any work in accordance with this Contract.
- 22.5.6 Nothing in this Contract shall prevent the Customer from disclosing the Supplier's Confidential Information:
 - 22.5.6.1 to any Crown body or any other Contracting Authority. All Crown bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;
 - 22.5.6.2 to any consultant, contractor or other person engaged by the Customer or any person conducting an Office of Government Commerce gateway review;
 - 22.5.6.3 for the purpose of the examination and certification of the Customer's accounts; or
 - 22.5.6.4 for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources.
- 22.5.7 The Customer shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom the Supplier's Confidential

Information is disclosed pursuant to clause 22.5.6 is made aware of the Customer's obligations of confidentiality.

22.5.8 Nothing in this clause 22.5 shall prevent either party from using any techniques, ideas or Know-How gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

22.6 Official Secrets Acts 1911 to 1989, section 182 of the Finance Act 1989

22.6.1 The Supplier shall comply with and shall ensure that its Staff comply with, the provisions of:

22.6.1.1 the Official Secrets Acts 1911 to 1989; and

22.6.1.2 Section 182 of the Finance Act 1989.

22.6.2 In the event that the Supplier or its Staff fail to comply with this clause 22.6 the Customer reserves the right to terminate the Contract by giving notice in writing to the Supplier.

22.7 Freedom of Information

22.7.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with its Information disclosure obligations.

22.7.2 The Supplier shall and shall procure that its Sub-contractors shall:

22.7.2.1 transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;

22.7.2.2 provide the Customer with a copy of all Information in its possession, or control in the form that the Customer requires within five Working Days (or such other period as the Customer may specify) of the Customer's request; and

22.7.2.3 provide all necessary assistance as reasonably requested by the Customer to enable the Customer 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.

22.7.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other Contract 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.

22.7.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Customer.

22.7.5 The Supplier acknowledges that (notwithstanding the provisions of clause 22.5) the Customer 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 Supplier or the Services:

22.7.5.1 in certain circumstances without consulting the Supplier; or

22.7.5.2 following consultation with the Supplier and having taken their views into account,

provided always that where clause 22.7.5 applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

22.7.6 The Supplier shall ensure that all Information is retained for disclosure in accordance with the provisions of this Contract and in any event in accordance with the requirements of Good Industry Practice and shall permit the Customer to inspect such records as requested from time to time.

22.7.7 The Supplier acknowledges that the Commercially Sensitive Information is of indicative value only and that the Customer may be obliged to disclose it in accordance with clause 22.7.5 and/or clause 22.8.

22.8 Transparency

22.8.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

22.8.2 The Authority may, at its sole discretion, redact information from the Framework Agreement prior to publishing for one or more of the following reasons:

22.8.2.1 national security;

22.8.2.2 personal data;

22.8.2.3 information protected by intellectual property law;

22.8.2.4 information which is not in the public interest to disclose (under a Freedom of Information Act analysis)

22.8.2.5 third party confidential information;

22.8.2.6 IT security; or

22.8.2.7 prevention of fraud.

22.8.3 Notwithstanding any other term of this Contract, the Supplier hereby gives his consent for the Customer to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

22.8.4 The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Contract.

23. WARRANTIES AND REPRESENTATIONS

23.1 The Supplier warrants, represents and undertakes to the Customer that:

23.1.1 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 Contract;

23.1.2 the Contract is executed by a duly authorised representative of the Supplier;

23.1.3 in entering the Contract it has not committed any Fraud;

23.1.4 as at the Commencement Date, all information, statements and representations contained in the Tender for the Services are true, accurate and not misleading save as may have been specifically disclosed in writing to the Customer prior to execution of the Contract and it will advise the Customer of any fact, matter or circumstance of which it may become aware which would render any such information, statement or representation to be false or misleading and all warranties and representations contained in the Tender shall be deemed repeated in this Contract;

23.1.5 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 its assets which will or might affect its ability to perform its obligations under the Contract;

23.1.6 it is not subject to any contractual obligation, compliance with which is likely to have an adverse affect on its ability to perform its obligations under the Contract;

23.1.7 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 Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

23.1.8 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 Contract;

- 23.1.9 the Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
- 23.1.10 in the three (3) years prior to the Commencement Date:
 - 23.1.10.1 it has conducted all financial accounting and reporting activities in all material respects in compliance with the generally accepted accounting principles that apply to it in any country where it files accounts; and
 - 23.1.10.2 it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established;
- 23.1.11 it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract; and
- 23.1.12 for the Contract Period that all Staff will be vetted in accordance with Good Industry Practice, the Security Policy and the Quality Standards.
- 23.2 For the avoidance of doubt, the fact that any provision within this Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of breach of that provision by the Supplier.
- 23.3 The Supplier acknowledges and agrees that:
 - 23.3.1 the warranties, representations and undertakings contained in this Contract are material and are designed to induce the Customer into entering into this contract; and
 - 23.3.2 the Customer has been induced into entering into this Contract and in doing so has relied upon the warranties, representations and undertakings contained herein.

24. LIABILITIES

- 24.1 Liability
 - 24.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:
 - 24.1.1.1 death or personal injury caused by its negligence or that of its Staff;
 - 24.1.1.2 Fraud or fraudulent misrepresentation by it or that of its Staff;
 - 24.1.1.3 any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982;
 - 24.1.1.4 any claim under clause 23;

- 24.1.1.5 any claim under the indemnity in clauses 15.2.5, [20.5, 20.6, 20.7], 21.7 or in respect of a breach of clause 22.5; or
 - 24.1.1.6 any other matter which, by Law, may not be excluded or limited.
- 24.1.2 Subject to clause 24.1.3 and clause 24.1.4 the Supplier shall on demand indemnify and keep indemnified the Customer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported late supply or non supply, of the Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier of any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. The Supplier 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 Customer or by breach by the Customer of its obligations under the Contract.
- 24.1.3 Subject always to clause 24.1.1 and clause 24.1.4, the liability of either Party for:
 - 24.1.3.1 Defaults resulting in direct loss to the property of the other Party shall be subject to the financial limits set out in paragraph 7.1 of the Order Form; and
 - 24.1.3.2 all other Defaults shall be subject to the financial limits set out in paragraph 7.2 of the Order Form.
- 24.1.4 Subject to clauses 24.1.1 and 24.1.5, in no event shall either Party be liable to the other for any:
 - 24.1.4.1 loss of profits;
 - 24.1.4.2 loss of business;
 - 24.1.4.3 loss of revenue;
 - 24.1.4.4 loss of or damage to goodwill;
 - 24.1.4.5 loss of savings (whether anticipated or otherwise); and/or
 - 24.1.4.6 any indirect, special or consequential loss or damage.
- 24.1.5 The Customer may, amongst other things, recover as a direct loss:
 - 24.1.5.1 any additional operational and/or administrative expenses arising from the Supplier's Default;

- 24.1.5.2 any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default;
 - 24.1.5.3 the additional cost of procuring replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Supplier; and
 - 24.1.5.4 subject to clause 24.1.3, any losses (which the Supplier acknowledges shall include without limitation the Customer's right to bonus payments for achieving certain targets in respect of energy consumption), costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Supplier.
- 24.1.6 Nothing in the Contract shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Contract or by negligence on the part of the Customer, or the Customer's employees, servants or agents.

24.2 Insurance

- 24.2.1 The Supplier 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 Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss (including the insurance policies specified in paragraph 8 of the Order Form). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Period and for the Minimum Insurance Period.
- 24.2.2 The Supplier shall hold employer's liability insurance in respect of Staff in accordance with paragraph 8 of the Order Form.
- 24.2.3 The Supplier shall give the Customer, on request, copies of all insurance policies referred to in this clause 24 and paragraph 8 of the Order Form 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.
- 24.2.4 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

24.2.5 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in clause 24.1.2.

24.2.6 The Supplier shall effect and maintain a professional indemnity insurance policy during the Contract Period in accordance with paragraph 8 of the Order Form and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period in accordance with paragraph 8 of the Order Form.

24.3 Taxation, National Insurance and Employment Liability

The Parties acknowledge and agree that the Contract constitutes a contract for the provision of Services and not a contract of employment. The Supplier shall at all times indemnify the Customer and keep the Customer indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Customer is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or arising from termination or expiry of the Contract.

25. TERMINATION

25.1 Termination on insolvency and change of control

25.1.1 The Customer may terminate the Contract with immediate effect by giving notice in writing to the Supplier where the Supplier is a company and in respect of the Supplier:

25.1.1.1 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

25.1.1.2 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

25.1.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

25.1.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

- 25.1.1.5 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
 - 25.1.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
 - 25.1.1.7 being a "small company" within the meaning of section 382(3) of the Companies Act 2006, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
 - 25.1.1.8 any event similar to those listed in clause 25.1.1.1 to 25.1.1.7 occurs under the law of any other jurisdiction.
- 25.1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Supplier is an individual and:
 - 25.1.2.1 an application for an interim order is made pursuant to Sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Supplier's creditors; or
 - 25.1.2.2 a petition is presented and not dismissed within 14 days or order made for the Supplier's bankruptcy; or
 - 25.1.2.3 a receiver, or similar officer is appointed over the whole or any part of the Supplier's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
 - 25.1.2.4 the Supplier 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
 - 25.1.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days; or
 - 25.1.2.6 he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
 - 25.1.2.7 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- 25.1.3 The Supplier shall notify the Customer immediately if the Supplier undergoes a change of control within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 ("**Change of**

Control"). The Customer may terminate the Contract by notice in writing with immediate effect within six months of:

25.1.3.1 being notified that a Change of Control has occurred; or

25.1.3.2 where no notification has been made, the date that the Customer 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.

25.2 Guarantee

25.2.1 Where the Supplier has procured a Guarantee pursuant to clause 3, the Customer may terminate the Contract with immediate effect if:

25.2.1.1 the Guarantor withdraws the Guarantee for any reason whatsoever;

25.2.1.2 the Guarantor is in breach or anticipatory breach of the Guarantee;

25.2.1.3 any of the events set out in clauses 25.1.1.1 to 25.1.1.8 occurs in respect of the Guarantor; or

25.2.1.4 the Guarantee becomes invalid or unenforceable for any reason whatsoever,

and in each case the Guarantee is not replaced by an alternative agreement acceptable to the Customer.

25.3 Termination on Default

25.3.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a Default and if:

25.3.1.1 the Supplier has not remedied the Default to the satisfaction of the Customer within ten (10) Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or

25.3.1.2 the Default is not, in the opinion of the Customer, capable of remedy; or

25.3.1.3 the Default is a material breach of the Contract.

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

25.3.3 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within the Undisputed Sums Time Period, the Supplier may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Customer exercising its rights under clause 15.3 (Recovery of Sums Due).

25.4 Break

The Customer shall have the right to terminate the Contract at any time by giving the length of written notice to the Supplier specified in paragraph 9.2 of the Order Form.

25.5 Framework Agreement

The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if the Framework Agreement is terminated for any reason whatsoever.

25.6 Critical Service Failure

The Customer may terminate the Contract in accordance with clause 7 if a Critical Service Failure occurs.

26. CONSEQUENCES OF EXPIRY OR TERMINATION

26.1 Where the Customer terminates the Contract under clause 25.3 (Termination on Default) and then makes other arrangements for the supply of the Services, the Customer may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause 25.3 (Termination on Default), no further payments shall be payable by the Customer to the Supplier until the Customer has established the final cost of making those other arrangements.

26.2 Subject to clause 24, where the Customer terminates the Contract under clause 25.4 (Break), the Customer shall indemnify the Supplier against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under clause 25.4 (Break).

26.3 The Customer shall not be liable under clause 26.2 to pay any sum which:

26.3.1 was claimable under insurance held by the Supplier, and the Supplier 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

- 26.3.2 when added to any sums paid or due to the Supplier under the Contract, exceeds the total sum that would have been payable to the Supplier if the Contract had not been terminated prior to the expiry of the Contract Period.
- 26.4 On the termination of the Contract for any reason, the Supplier shall:
 - 26.4.1 immediately return to the Customer all Confidential Information, Personal Data and Customer's Pre-Existing IPRs and the Developed IPRs in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Goods and/or Services;
 - 26.4.2 cease to use the Customer Data and, at the direction of the Customer provide the Customer and/or the Replacement Supplier with a complete and uncorrupted version of the Customer Data in electronic form in the formats and on media agreed with the Customer and/or the Replacement Supplier;
 - 26.4.3 on the earlier of the receipt of the Customer's written instructions or 12 months after the date of expiry or termination, destroy all copies of the Customer Data and promptly provide written confirmation to the Customer that the data has been destroyed
 - 26.4.4 immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Supplier under clause 5.2. Such property shall be handed back to the Customer in good working order (allowance shall be made for reasonable wear and tear);
 - 26.4.5 transfer to the Customer and/or the Replacement Supplier (as notified by the Customer) such of the Licensed Goods and/or contracts listed in the Exit Plan as are notified to it by the Supplier and/or the Customer in return for payment of the costs (if any) set out in the Exit Plan in respect of such Licensed Goods and/or contracts;
 - 26.4.6 assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Supplier and/or the completion of any work in progress; and
 - 26.4.7 promptly provide all information concerning the provision of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or the Replacement Supplier to conduct due diligence.
- 26.5 If the Supplier fails to comply with clause 26.4.1 and 26.4.7, the Customer may recover possession thereof and the Supplier grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted agents or Sub-contractors where any such items may be held.
- 26.6 Where the end of the Contract Period arises due to the Supplier's Default, the Supplier shall provide all assistance under clause 26.4.5 and 26.4.7 free of

charge. Otherwise, the Customer shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

26.7 At the end of the Contract Period (howsoever arising) the licence granted pursuant to clause 14.2.1 shall automatically terminate without the need to serve notice.

26.8 Save as otherwise expressly provided in the Contract:

26.8.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the time of such termination or expiry; and

26.8.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Supplier under clauses 15.2 (Payment and VAT), 15.3 (Recovery of Sums Due), 21 (Intellectual Property Rights), 22.4 (Protection of Personal Data), 22.5 (Confidentiality), 22.6 (Official Secrets Acts 1911 to 1989), 22.7 (Freedom of Information), 24 (Liabilities), 26 (Consequences of Expiry or Termination), 30 (Prevention of Corruption), 31 (Records and Audit Access), 37 (Cumulative Remedies), 44 (Conflicts of Interest) and 48 (Governing Law and Jurisdiction).

27. PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES

27.1 The Supplier shall not make any press announcements or publicise the Contract in any way without Approval and shall take reasonable steps to ensure that its servants, agents, employees, sub-contractors, suppliers, professional advisors and consultants comply with this clause 27.

27.2 The Customer shall be entitled to publicise the Contract in accordance with any legal obligation upon the Customer, including any examination of the Contract by the Auditor.

27.3 The Supplier shall not do anything or permit to cause anything to be done, which may damage the reputation of the Customer or bring the Customer into disrepute.

28. HEALTH AND SAFETY

28.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under the Contract.

28.2 While on the Premises, the Supplier shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.

- 28.3 The Supplier shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 28.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 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 supply of the Goods and/or Services under the Contract.
- 28.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.

29. ENVIRONMENTAL REQUIREMENTS

- 29.1 The Supplier shall perform its obligations under the Contract in accordance with the Customer's environmental policy (including the obligations contained in Framework Schedule 14 (Sustainability)) which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 29.2 Without prejudice to the generality of the foregoing, the Supplier shall:
 - 29.2.1 comply with all reasonable stipulations of the Customer or any Contracting Body aimed at minimising packaging in which any products supplied by the Supplier to the Customer or any Contracting Body, as part of the performance, of the Services are supplied;
 - 29.2.2 promptly provide such data as may reasonably be requested by the Customer or any Contracting Body from time to time regarding the weight and type of packaging according to material type used in relation to all products supplied to the Customer or any Contracting Body under or pursuant to the Contract;
 - 29.2.3 comply with all obligations imposed on it in relation to any products supplied to the Customer or any Contracting Body as part of the performance of the Services by the Producer Responsibility Obligations (Packaging Waste) Regulations 2005 (or any other equivalent legislation giving effect in any part of the European Economic Area to the Packaging and Packaging Waste Directive 94/62/EC);
 - 29.2.4 comply with all reasonable obligations imposed on it by the Customer in relation to:
 - 29.2.4.1 energy efficiency;
 - 29.2.4.2 energy security of supply;
 - 29.2.4.3 water efficiency;

- 29.2.4.4 greenhouse gas emissions;
- 29.2.4.5 resource efficiency and waste minimisation; and
- 29.2.4.6 use of cleaning products to comply with any government requirements.
- 29.2.4.7 comply with all obligations set out in Framework Schedule 14 (Sustainability);
- 29.2.5 label all products supplied to the Customer by the Supplier under the Contract and the packaging of those products, to highlight environmental and safety information as required by applicable UK and EU legislation;
- 29.2.6 unless otherwise agreed with the Customer, insofar as any products supplied under the Contract comprise or include electrical or electronic equipment, manage the said equipment and associated consumables at end of life to facilitate recovery, treatment, recycling and provide any information which the Customer may reasonably require from time to time regarding the costs of such activity;
- 29.2.7 promptly provide all such information regarding the environmental impact of any products supplied or used under the Contract as may reasonably be required by the Customer or any Contracting Body to permit informed choices by end users;
- 29.2.8 where goods are imported in to the UK then for the purposes of the Producer Responsibility Obligations (Packaging Waste) Regulations 2005 the Supplier shall assume the rolled-up obligations for all activities performed outside the United Kingdom in relation to the goods and the packaging which is used for the containment, protection, handling, delivery and presentation of the goods in addition to any other obligations he may have pursuant to the said regulations.
- 29.2.9 The Supplier shall meet all reasonable requests by the Customer or any Contracting Body for information evidencing the Contractor's compliance with the provisions of this clause.

30. PREVENTION OF CORRUPTION

- 30.1 The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Customer or any other public body or person employed by or on behalf of the Customer any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the Contract or any other contract with the Customer or any other public body or person employed by or on behalf of the Customer (including its award to the Supplier, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to any such contract. The attention of the Supplier is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916 and the Bribery Act 2010.

- 30.2 The Supplier warrants that it has not paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body or any person employed by or on behalf of the Customer or a public body in connection with the Contract.
- 30.3 If the Supplier, its Staff or any person acting on the Supplier's behalf, engages in conduct prohibited by clauses 30.1 or 30.2 above or any other contract with the Customer or any other public body or person employed by or on behalf of the Customer, the Customer may:
 - 30.3.1 terminate the Contract with immediate effect by giving notice in writing to the Supplier and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination; and/or
 - 30.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of those clauses.

31. RECORDS AND AUDIT ACCESS

- 31.1 The Supplier shall keep and maintain for the time period after the date of termination or expiry (whichever is the earlier) of the Contract as specified in paragraph 12 of the Order Form (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of the Contract including the Services provided under it, and the amounts paid by the Customer.
- 31.2 The Supplier shall keep the records and accounts referred to in clause 31.1 above in accordance with Good Industry Practice and generally accepted accounting principles.
- 31.3 The Supplier shall on request afford the Customer, the Customer's representatives and/or the Auditor access to such records and accounts as may be required by the Customer from time to time.
- 31.4 The Supplier shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Contract Period and for the period specified in paragraph 12 of the Order Form after the date of termination or expiry of the Contract to the Customer and the Auditor.
- 31.5 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor is outside of the control of the Customer.
- 31.6 Subject to the Customer's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditors with all reasonable co-operation and assistance in relation to each audit, including:
 - 31.6.1 all information requested by the Customer within the scope of the audit;
 - 31.6.2 reasonable access to sites controlled by the Supplier and to Equipment used in the provision of the Services; and

31.6.3 access to the Staff.

31.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause 31, unless the audit reveals a material Default by the Supplier in which case the Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.

32. DISCRIMINATION

32.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).

32.2 The Supplier shall take all reasonable steps to secure the observance of clause 32.1 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in the execution of the Contract.

33. PREVENTION OF FRAUD

33.1 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent any Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

33.2 The Supplier shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.

33.3 If the Supplier or its Staff commits any Fraud in relation to this or any other contract with a Contracting Authority or the Customer, the Customer may:

33.3.1 terminate the Contract with immediate effect by giving the Supplier notice in writing and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Goods and/or Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; and/or

33.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

34. TRANSFER AND SUB-CONTRACTING

34.1 The Supplier shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without Approval.

34.2 Notwithstanding the provisions of Clause 34.1 the Supplier shall be entitled to sub-contract its obligations relating to the supply of the Available Services to:

34.2.1 any Industry Sub-Contractor; and

34.2.2 any Sub-Contractor who is not an Industry Sub-Contractor provided that the Authority has previously granted Approval to such Sub-Contracting (and it is acknowledged that those Sub-Contractors listed in Framework Schedule 2 have been Approved) and the Supplier shall not substitute or remove any such

Sub-Contractor without Approval, such Approval not to be unreasonably withheld or delayed provided that it shall be reasonable for the Authority to withhold such Approval where the proposed substitution, removal or appointment would have caused the Supplier to have failed the financial and/or technical assessment carried out as part of the award of this Framework Agreement.

- 34.3 The Supplier's selection, appointment and management of all Sub Contractors shall be in accordance with the procedure specified in paragraph 2 of Framework Schedule 2 (Sub-Contractors). Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract and the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its employees, staff, agents and Sub-Contractors' employees, staff and agents also do, or refrain from doing, such act or thing.
- 34.4 The Supplier shall ensure that each Sub-contract shall include:
- 34.4.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the Customer to enforce the terms of that Sub-contract as if it were the Supplier;
 - 34.4.2 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the Sub-contract to the Customer;
 - 34.4.3 a provision requiring the Sub-contractor to enter into a direct confidentiality agreement with the Customer on the same terms as set out in clause 22.5 (Confidentiality);
 - 34.4.4 a provision requiring the Sub-contractor to comply with protection of data requirements pursuant to clauses 22.3 (Customer Data) and 22.4 (Protection of Personal Data);
 - 34.4.5 a provision requiring the Sub-contractor to comply with the restrictions on corrupt gifts and payments pursuant to clause 30 (Prevention of Corruption);
 - 34.4.6 a provision restricting the ability of the Sub-contractor to further sub-contract elements of the service provided to the Supplier without first seeking the prior written consent of the Customer; and
 - 34.4.7 a provision requiring the Sub-contractor to comply with all elements of the Services Requirements where appropriate to the nature of the services provided by the Sub-contractor.
- 34.5 Subject to clause 34.7, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 34.5.1 any Contracting Authority; or

34.5.2 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 Customer; or

34.5.3 any private sector body which substantially performs the functions of the Customer,

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

34.6 Any change in the legal status of the Customer such that it ceases to be a Contracting Authority shall not, subject to clause 34.7, affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.

34.7 If the rights and obligations under the Contract are assigned, novated or otherwise disposed of pursuant to clause 34.5 to a body which is not a Contracting Authority or if there is a change in the legal status of the Customer such that it ceases to be a Contracting Authority (in the remainder of this clause both such bodies being referred to as "**the Transferee**"):

34.7.1 the rights of termination of the Customer in clauses 25.1 (Termination on insolvency and change of control) and 25.3 (Termination on Default) shall be available to the Supplier in the event of, respectively, the bankruptcy or insolvency, or Default of the Transferee; and

34.7.2 the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof with the previous consent in writing of the Supplier.

34.8 The Customer may disclose to any Transferee any Confidential Information of the Supplier which relates to the performance of the Supplier's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Supplier's obligations under the Contract and for no other purposes and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.

35. FORCE MAJEURE

35.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing to the other Party.

35.2 Any failure or delay by the Supplier in performing its obligations under the Contract which results from any failure or delay by an agent, Sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, Sub-

contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Supplier.

- 35.3 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part as described in clause 35.1 it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

36. WAIVER

- 36.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 36.2 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 47 (Notices).
- 36.3 A waiver by either Party of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

37. CUMULATIVE REMEDIES

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

38. FURTHER ASSURANCES

Each party undertakes at the request of the other, and at the cost of the requesting party to do all acts and execute all documents which may be necessary to give effect to the meaning of this Contract.

39. CHANGE IN LAUNDRY STANDARD

- 39.1 If a change in the Laundry Standard occurs during the Term, and the Supplier believes that any change in the Laundry Standard is unexpected or was unknown at the Commencement Date then the Supplier may notify the Customer of the likely effects of that change, including:
- 39.1.1 whether any variation is required to the Services, the Contract Price or this Contract; and
- 39.1.2 whether any relief from compliance with the Supplier's obligations is required, including any obligation to meet the Service Levels at any time.
- 39.2 As soon as practicable after any notification in accordance with clause **Error! eference source not found.**, the parties shall discuss and agree the matters referred to in that clause and any ways in which the Supplier can mitigate the effect of the change in the Laundry Standard, including:

- 39.2.1 providing evidence that the Supplier has minimised any increase in costs or maximised any reduction in costs, including in respect of the costs of its Sub-contractors;
 - 39.2.2 demonstrating that a foreseeable change to the Laundry Standard had been taken into account by the Supplier before it occurred;
 - 39.2.3 giving evidence as to how the change to the Laundry Standard has affected the cost of providing the Services; and
 - 39.2.4 demonstrating that any expenditure that has been avoided, for example which would have been required under the provisions of clause 10 (Continuous Improvement), has been taken into account in amending the Contract Price.
- 39.3 Any increase in the Charges or relief from the Supplier's obligations agreed by the parties pursuant to clause 39.2 shall be implemented in accordance with clause 40 (Variation) below.】

40. VARIATION

- 40.1 Subject to the provisions of this clause 38, the Customer may request a variation to the Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "**Variation**".
- 40.2 The Customer may request a Variation by completing and sending the Variation form set out in schedule 1 ("**the Variation Form**") to the Supplier giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.
- 40.3 In the event that the Supplier is unable to provide the Variation to the Services or where the Parties are unable to agree a change to the Contract Price, the Customer may:
- 40.3.1 agree to continue to perform their obligations under the Contract without the Variation; or
 - 40.3.2 terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.
- 40.4 If the Parties agree the Variation and any variation in the Contract Price, the Supplier 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 Contract.

41. SEVERABILITY

- 41.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.
- 41.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Customer and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

42. MISTAKES IN INFORMATION

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

43. SUPPLIER'S STATUS

At all times during the Contract Period the Supplier shall be an independent contractor and nothing in the Contract 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 Contract.

44. CONFLICTS OF INTEREST

- 44.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff are placed in a position where (in the reasonable opinion of the Customer), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier or Staff and the duties owed to the Customer under the provisions of the Contract.
- 44.2 The Supplier shall promptly notify the Customer (and provide full particulars to the Customer) if any conflict referred to in clause 44.1 above arises or is reasonably foreseeable.
- 44.3 The Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Supplier and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer 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 Customer.
- 44.4 This clause shall apply during the Contract Period and for a period of two (2) years after expiry of the Contract Period.

45. ENTIRE AGREEMENT

- 45.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels

or nullifies any previous agreement between the Parties in relation to such matters.

45.2 Each of the Parties acknowledges and agrees that in entering into the Contract it does not rely on, and shall have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in the Contract.

45.3 The Supplier acknowledges that it has:

45.3.1 entered into the Contract in reliance on its own due diligence alone; and

45.3.2 received sufficient information required by it in order to determine whether it is able to provide the Services in accordance with the terms of the Contract.

45.4 Nothing in clauses 45.1 and 45.2 shall operate to exclude Fraud or fraudulent misrepresentation.

The Contract 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.

46. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act and does not apply to the Crown.

47. NOTICES

47.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

47.2 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), by facsimile transmission or electronic mail. Such letters shall be addressed to the other Party in the manner referred to in clause 47.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (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.

47.3 For the purposes of clause 47.2, the address, email address or fax number of each Party shall be the address, email address and fax number set out in the Order Form.

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

48. DISPUTES AND LAW

48.1 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the Parties agree to submit to the exclusive jurisdiction of the English courts any dispute that arises in connection with the Contract.

48.2 Dispute Resolution

48.2.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the level of representative of each Party specified in paragraph 11.1 of the Order Form.

48.2.2 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.

48.2.3 If the dispute cannot be resolved by the Parties pursuant to clause 48.2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 48.2.5 unless:

48.2.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or

48.2.3.2 the Supplier does not agree to mediation.

48.2.4 The obligations of the Parties under the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier and the Staff shall comply fully with the requirements of the Contract at all times.

48.2.5 The procedure for mediation is as follows:

48.2.5.1 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 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the mediation provider specified in paragraph 11 of the Order Form to appoint a Mediator;

48.2.5.2 the Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the

Parties may at any stage seek assistance from the mediation provider specified in paragraph 11 of the Order Form to provide guidance on a suitable procedure;

- 48.2.5.3 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;
- 48.2.5.4 if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;
- 48.2.5.5 failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and
- 48.2.5.6 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.

SCHEDULE 1
VARIATION FORM

No of Order Form being varied:.....

Variation Form No:.....

BETWEEN:

[☐] ("the Customer")

and

[☐] ("the Supplier")

1. The Order is varied as follows and shall take effect on the date signed by both Parties: ***[Guidance: Insert details of the Variation]***
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name in Capitals

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name in Capitals

Address

SCHEDULE 2
PARENT COMPANY GUARANTEE
Not Applicable

SCHEDULE 3

BUSINESS CONTINUITY

1. PURPOSE OF THIS SCHEDULE

- 1.1 This schedule sets out the Customer's requirements for ensuring continuity of the business processes and operations supported by the Services in circumstances of Service disruption or failure and for restoring the Services through business continuity. It also includes the requirement on the Supplier to develop, review, test, change and maintain a Business Continuity Plan in respect of the Services.
- 1.2 The Business Continuity Plan shall be divided into two parts:
 - 1.2.1 Part A which shall set out general principles applicable to the BCDR Plan ("**General Principles**").
 - 1.2.2 Part B which shall relate to business continuity ("**Business Continuity Plan**"); and
- 1.3 The Business Continuity Plan shall detail the processes and arrangements which the Supplier shall follow to ensure continuity of the business processes and operations supported by the Services following any failure or disruption of any element of the Services.

2. DEVELOPMENT OF BUSINESS CONTINUITY PLAN

- 2.1 The Business Continuity Plan shall unless otherwise required by the Customer in writing, be based upon and be consistent with the provisions of paragraphs 3 to 4 of this schedule 3 (Business Continuity).
- 2.2 The Supplier shall ensure that its Sub-contractors' business continuity plans are integrated with the Business Continuity Plan.

3. PART A - GENERAL PRINCIPLES AND REQUIREMENTS

- 3.1 The BCDR Plan shall:
 - 3.1.1 set out how its business continuity and disaster recovery elements link to each other;
 - 3.1.2 provide details of how the invocation of any element of the Business Continuity Plan may impact upon the operation of the Services;
 - 3.1.3 contain an obligation upon the Supplier to liaise with the Customer and (at the Customer's request) any Related Service Provider with respect to issues concerning business continuity where applicable;
 - 3.1.4 detail how the Business Continuity Plan links and interoperates with any overarching and/or connected disaster recovery or business continuity plan of the Customer and any of its other Related Service Providers as notified to the Supplier by the Customer from time to time;

- 3.1.5 contain a risk analysis, including:
 - 3.1.5.1 failure or disruption scenarios and assessments and estimates of frequency of occurrence;
 - 3.1.5.2 identification of any single points of failure within the Services and processes for managing the risks arising therefrom;
 - 3.1.5.3 identification of risks arising from the interaction of the Services with the services provided by a Related Service Provider; and
 - 3.1.5.4 a business impact analysis (detailing the impact on business processes and operations) of different anticipated failures or disruptions;
- 3.1.6 provide for documentation of processes, including business processes, and procedures;
- 3.1.7 set out key contact details (including roles and responsibilities) for the Supplier (and any Sub-contractors) and for the Customer;
- 3.1.8 identify the procedures for reverting to "normal service";
- 3.1.9 provide for the provision of technical advice and assistance to key contacts at the Customer as notified by the Customer from time to time to inform decisions in support of the Customer's business continuity plans.
- 3.2 The Business Continuity Plan shall be designed so as to ensure that:
 - 3.2.1 the Services are provided in accordance with the Contract at all times during and after the invocation of the Business Continuity Plan;
 - 3.2.2 the adverse impact of any Disaster, service failure, or disruption on the operations of the Customer is minimal as far as reasonably possible;
 - 3.2.3 it aligns with the relevant provisions of ISO/IEC17799:2000, BS15000 (as amended) and all other industry standards from time to time in force; and
- 3.3 The BCDR Plan must be upgradeable and sufficiently flexible to support any changes to the Services or to the business processes facilitated by and the business operations supported by the Services.
- 3.4 The Supplier shall not be entitled to any relief from its obligations under the Service Levels or to any increase in the Contract Price to the extent that a failure occurs as a consequence of any breach by the Supplier of this Contract.

4. PART B - BUSINESS CONTINUITY ELEMENT - PRINCIPLES AND CONTENTS

- 4.1 The Business Continuity Plan shall set out the arrangements that are to be invoked to ensure that the business processes and operations facilitated by the Services remain supported and to ensure continuity of the business

operations supported by the Services including but not limited to and unless the Customer expressly states otherwise in writing:

- 4.1.1 the alternative processes, (including business processes), options and responsibilities that may be adopted in the event of a failure in or disruption to the Services; and
- 4.1.2 the steps to be taken by the Supplier upon resumption of the Services in order to address any prevailing effect of the failure or disruption including a root cause analysis of the failure or disruption.
- 4.2 The Business Continuity Plan shall address the various possible levels of failures of or disruptions to the Services and the services to be provided and the steps to be taken to remedy the different levels of failure and disruption. The Business Continuity Plan shall also clearly set out the conditions and/or circumstances under which the Disaster Recovery Plan is invoked.

5. PROVISION, REVIEW AND AMENDMENT OF THE BUSINESS CONTINUITY PLAN

- 5.1 The Supplier shall provide a draft of the Business Continuity Plan within 20 Working Days following the Commencement Date.
- 5.2 The Supplier shall review part or all of the Business Continuity Plan (and the risk analysis on which it is based):
 - 5.2.1 on a regular basis and as a minimum once every six calendar months;
 - 5.2.2 within three calendar months of the Business Continuity Plan (or any part) having been invoked pursuant to paragraph 7 of this schedule; and
 - 5.2.3 where the Customer requests any additional reviews (over and above those provided for in paragraphs 5.2.1 and 5.2.2 of this schedule) by notifying the Supplier to such effect in writing, whereupon the Supplier shall conduct such reviews in accordance with the Customer's written requirements. The costs of both parties for any such additional reviews will be met by the Customer.
- 5.3 Each review pursuant to paragraph 5.1 of the Business Continuity Plan shall be a review of the procedures and methodologies set out in the Business Continuity Plan and shall assess their suitability having regard to any change to the Services or any underlying business processes and operations facilitated by or supported by the Services which have taken place since the later of the original approval of the Business Continuity Plan or the last review of the Business Continuity Plan and shall also have regard to the occurrence of any event since that date (or the likelihood of any such event taking place in the foreseeable future) which may increase the likelihood of the need to invoke the Business Continuity Plan. The review shall be completed by the Supplier within the period required by the Business Continuity Plan or if no such period is required within such period as the Customer shall reasonably require. The Supplier shall, within 20 Working Days of the conclusion of each such review of the Business Continuity Plan, provide to the Customer a report ("**Review Report**") setting out:
 - 5.3.1 the findings of the review;

- 5.3.2 any changes in the risk profile associated with the Services; and
- 5.3.3 the Supplier's proposals ("**Supplier's Proposals**") for addressing any changes in the risk profile and its proposals for amendments to the Business Continuity Plan following the review detailing the impact (if any and to the extent that the Supplier can reasonably be expected to be aware of the same) that the implementation of such proposals may have on any services or systems provided by a third party.
- 5.4 The Supplier shall as soon as is reasonably practicable after receiving the Customer's approval of the Supplier's Proposals (having regard to the significance of any risks highlighted in the Review Report) effect any change in its practices or procedures necessary so as to give effect to the Supplier's Proposals. Any such change shall be at the supplier's expense unless it can be reasonably shown that the changes are required because of a material change to the project's risk profile.

6. TESTING OF THE BUSINESS CONTINUITY PLAN

- 6.1 The Supplier shall test the Business Continuity Plan on a regular basis (and in any event not less than once in every year during the Contract Period). Subject to paragraph 6.2, the Customer may require the Supplier to conduct additional tests of some or all aspects of the Business Continuity Plan at any time where the Customer considers it necessary, including where there has been any change to the Services or any underlying business processes, or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan.
- 6.2 If the Customer requires an additional test of the Business Continuity Plan it shall give the Supplier written notice and the Supplier shall conduct the test in accordance with the Customer's requirements and the relevant provisions of the Business Continuity Plan. The Supplier's costs of the additional test shall be borne by the Customer unless the Business Continuity Plan fails the additional test in which case the Supplier's costs of that failed test shall be borne by the Supplier.
- 6.3 Following each test, the Supplier shall send to the Customer a written report summarising the results of the test and shall promptly implement any actions or remedial measures which the Customer considers to be necessary as a result of those tests.
- 6.4 The Supplier shall undertake and manage testing of the Business Continuity Plan in full consultation with the Customer and shall liaise with the Customer in respect of the planning, performance, and review, of each test, and shall comply with the reasonable requirements of the Customer in this regard. Each test shall be carried out under the supervision of the Customer or its nominee.
- 6.5 The Supplier shall, within 20 Working Days of the conclusion of each test, provide to the Customer a report setting out:
 - 6.5.1 the outcome of the test;
 - 6.5.2 any failures in the Business Continuity Plan (including the Business Continuity Plan's procedures) revealed by the test; and

6.5.3 the Supplier's proposals for remedying any such failures.

6.6 Following each test, the Supplier shall take all measures requested by the Customer, (including requests for the re-testing of the Business Continuity Plan) to remedy any failures in the Business Continuity Plan and such remedial activity and re-testing shall be completed by the Supplier, at no additional cost to the Customer, by the date reasonably required by the Customer and set out in such notice.

6.7 For the avoidance of doubt, the carrying out of a test of the Business Continuity Plan (including a test of the Business Continuity Plan's procedures) shall not relieve the Supplier of any of its obligations under this schedule 3 or otherwise.

7. INVOCATION OF THE BUSINESS CONTINUITY PLAN

In the event of a complete loss of service, the Supplier shall immediately invoke the Business Continuity Plan (and shall inform the Customer promptly of such invocation). In all other instances the Supplier shall only invoke or test the Business Continuity Plan with the prior consent of the Customer.

SCHEDULE 4
ALTERNATIVE AND/OR ADDITIONAL CLAUSES
Not Applicable

SCHEDULE 5

SERVICE LEVELS AND SERVICE CREDITS

1. SCOPE

This schedule 5 sets out the Service Levels which the Supplier is required to achieve when delivering the Services and the mechanism by which Service Failures will be managed.

2. PRINCIPAL POINTS

2.1 The objectives of the Service Levels and Service Credits are to:

- 2.1.1 ensure that the Services are of a consistently high quality and meet the requirements of the Customer;
- 2.1.2 provide a mechanism whereby the Customer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of Service for which it has contracted to deliver; and
- 2.1.3 incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

3. SERVICE LEVELS

- 3.1 The Appendix to this Part A of this schedule sets out Service Levels the performance of which the parties have agreed to measure.
- 3.2 The Supplier shall monitor its performance of each of the Services referred to in Appendix A by reference to the Service Level(s) for that part of the Service and shall send the Customer a report detailing the level of service which was achieved in accordance clause 9 of this Contract.
- 3.3 If the level of performance of the Supplier of any element of the Services during Contract Period:
 - 3.3.1 fails to achieve a Service Level in respect of each element of the Service, then the Customer shall make a deduction from the Contract Price in accordance with Appendix A to this schedule 6 Part A; or
 - 3.3.2 constitutes a Critical Service Failure, the Customer shall be entitled to terminate this Contract pursuant to clause 7.

APPENDIX TO PART A

Service Levels and Service Credits

Service Level	Service Credit for non-compliance with Service Levels
<p>1. The Supplier shall ensure each delivery meets Customer's ordered requirement with no shortages, provided ordered requirement no more than [120%] of average daily order for the previous eight weeks. Where shortages are identified prior to delivery the Supplier must inform the customer by [08.00am] on the day of delivery. Agreed remedial actions to rectify stock shortages to be implemented within 24 hours. A delivery note must accompany the delivery.</p>	<p>0.1% for one failure to achieve the Service Level in a month, 1.0% for two or more.</p>
<p>2. The Supplier shall ensure clean linen is delivered to designated locations during the following delivery windows as specified by the Customer.</p> <ul style="list-style-type: none"> • [site] from [delivery window] • [site] from [delivery window] • [site] from [delivery window] <p>If the delivery falls outside of any of these delivery windows then the Customer will be informed prior to the earliest time within the agreed delivery window, at which time a revised delivery time will be agreed. All notifications must be followed up by an email to the Customer.</p> <p>No more than...% of scheduled deliveries to be received outside the agreed delivery window within any 30 day period, unless evidenced to be outside of the control of the Supplier.</p>	<p>0.1% for one failure to achieve the Service Level in a month, 1.0% for two or more</p>
<p>3. The Supplier shall ensure soiled linen is collected from designated locations at the following times/days specified by the Customer.</p> <p>[Site] on [day/time] [Site] on [day/time]</p> <p>The aim will be to clear as much linen as possible from the Customer's soiled linen storage area. The Supplier will provide additional 'ad-hoc' collections to clear any build up of soiled linen not collected during scheduled time slots.</p> <p>In the event of a major incident schedule to be agreed through negotiation. No more than two collections, within the control of the Supplier, to be missed within any 30 day period.</p>	<p>0.1% for one failure to achieve the Service Level in a month, 1.0% for two or more.</p>

Service Level	Service Credit for non-compliance with Service Levels
<p>4. The Supplier shall carry out weekly inspections for all processed linen to ensure that:</p> <ul style="list-style-type: none"> • stained, creased or contaminated items are diverted to rewash; • rust stained work is sub-classified for special iron removal; • items still heavily stained are diverted to a recovery process; and • damaged items are diverted to repair. • Customer owned items that are irreparably damaged are labelled for return to the Customer 	<p>0.1% for failure to achieve the Service Level in a weekly inspection 1.0% for failure during a second inspection in the same month.</p>
<p>5. The Supplier shall ensure all linen is finished to the standard required by this Contract and in accordance with the Services Requirements. Service standard to be met on% of all pieces in each delivery received by the Customer.</p>	<p>0.1% for failure to achieve the Service Level during one weekly inspection 1.0% for failure during a second inspection in the same month.</p>
<p>6. The Supplier shall ensure linen is folded and packed in accordance with the Services Requirements.</p>	<p>0.1% for failure to achieve the Service Level during one inspection, 1.0% for failure during a second inspection in the same month.</p>
<p>7. The Supplier shall implement and evidence, best practice is applied to the security of Customer owned items covering:</p> <ul style="list-style-type: none"> • delivery procedure, • folding so that any security marking is visible, • laundry staff training, • laundry staff supervision, • finished goods security. <p>Supplier to provide an appropriate tracking system that is fully auditable.</p>	<p>0.1% for any failure to maintain best practice in accordance with the Service Level, 1.0% for a second failure in the same month.</p> <p>In addition, provide full replacement, within 15 days, of all losses for which the Supplier is directly responsible.</p>

Service Level	Service Credit for non-compliance with Service Levels
<p>8. The Supplier shall provide management information/reports and forward these to the Customer on a quarterly basis, or as varied by agreement, which shows:</p> <ul style="list-style-type: none"> • standard monthly usage volume reports • quality checks – at factory and site • complaints, including call log • van disinfection • customer's own work – issues • receipt of clinical waste • bagging procedures • delivery times/procedure • Customer owned articles for condemnation; and • financials in a format agreed with the Customer. <p>Support the above reports with bi-monthly, or at a frequency mutually agreed, review meetings between appropriate representatives of the Supplier and Customer.</p>	<p>0.1% for one failure to meet the Service Level in a month, 1.0% for a second failure in the same month.</p>
<p>9. The Supplier shall maintain and demonstrate an appropriate [Complaints] procedure that ensures that Supplier responds to all complaints raised by Customers, within 48 hours (Monday to Friday) of receipt. This procedure must clearly demonstrate actions taken and evidence that such actions resulted in Customer approved resolution within 5 working days of implementing actions.</p>	<p>0.1% if one complaint not promptly handled in accordance with the Service Level, 1.0% if two or more not dealt with promptly in a month.</p>
<p>10. The Supplier shall verify appropriate disinfection of delivery vans following unloading of dirty linen and before loading with clean linen. The Supplier shall report the results of its internal checks to the Customer in quarterly report.</p>	<p>0.1% for one failure to meet the Service Level and 1.0% for failure on a second occasion in the same month.</p>
<p>11. The Supplier shall verify disinfection of cages prior to loading with clean linen and report results to the Customer in quarterly report.</p>	<p>0.1% for one failure to achieve the Service Level and 1.0% for failure on a second occasion in the same month</p>
<p>12. All documentation relating to relevant tests carried out by the Supplier is made available to the Customer or its designated agent(s). In addition the Supplier to provide a summary report on the outcome of tests undertaken on a quarterly basis.</p>	<p>0.1% for one failure to achieve the Service Level and 1.0% for second failure in the same month</p>
<p>Maximum possible Service Credits</p>	<p>12.0%</p>

Service Credits shall be calculated by examining where Service Level failures have occurred and adding the sum of the deductions applicable for each failure to meet the applicable Service Level set out in the table above. The Service Credit shall be applied as a percentage deduction to the Contract Price payable by the Customer during the month for which the Service Level performance has been calculated

SCHEDULE 6

STATEMENT OF REQUIREMENT

1. INTRODUCTION

- 1.1 Crown Commercial Service seeks the provision of a linen hire and laundry service agreement on behalf of the Leeds City Council (LCC).

2. PURPOSE

- 2.1 To provide resilience for the future, the LCC needs to put in place arrangements for an alternative laundry service in the event of its in-house Roseville Linen and Laundry Service being unable to function.

3. BACKGROUND TO THE AUTHORITY

- 3.1 Roseville Linen and Laundry Service is run by Leeds City Council's (LCC) Adult Social Care Directorate.(ASC) It employs disabled and non-disabled staff and currently provides a laundry service for fourteen (14) LCC ASC older peoples homes and day centres. It also provides a limited service to other LCC Directorates, the University of Leeds and a private sector social care organisation.

4. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 4.1 The Roseville Laundry and Linen Service have seen a reduction in demand for the service in recent years particularly following the closure of some of the ASC homes and day services. This has made running the laundry less viable.
- 4.2 The laundry is reliant on key pieces of machinery which are expensive to maintain. Given the declining demand for laundry services from Roseville and the pressure on financial resources generally, the Council is reluctant to spend on the repair or replacement of equipment.
- 4.3 As running the business becomes less viable, Leeds ASC is redeploying the workers at Roseville into jobs in other parts of the Council. It is approaching a tipping point where the Council is unable to let further employees take up new posts unless an alternative laundry service is found.
- 4.4 Arrangements for redeployment within LCC, and other options, are being made for the current employees in the Roseville Laundry and Linen Service. TUPE arrangements will not apply to these employees at this point in time.
- 4.5 To ensure that the ASC services can continue to receive a reliable laundry and linen service it is vital that an alternative and reliable service is identified.
- 4.6 The Customer makes no guarantee of the levels of service required through the life of the contract and any estimates provided should be taken as indicative only. Potential providers should be aware that it is anticipated that service levels are likely to decline in the future and any renewal shall be subject to negotiation at the time.

- 4.7 Potential providers should be aware that LCC may from time to time throughout the life of the contract, require additional Laundry service(s) not included within these tender documents. The Customer reserves the right to enter into discussion with the service provider where such a need arises. The Customer makes no guarantee that any additional laundry service(s) shall be awarded to the service provider with the award decision dependant on evidenced Value for Money.

5. SCOPE OF REQUIREMENT

- 5.1 The Customer requires a 12 months (with 3 x 12 month options to extend) contract for the provision of a Linen hire and laundering service for:

- Single draw sheets,
- Single fitted sheets
- Pillow cases,
- Single duvet covers ,
- Kylies / reusable bed pads,
- Bath towels,
- Hand towels,
- Face cloths,
- Table cloths 54 x 54,
- Tea towels.

For 14 LCC ASC homes and day care centre sites commencing April1st 2015.

- 5.2 The Supplier must be able to provide;

- Adequate quantities of each type of linen to ensure a continuity of supply.
- Bags/bins for general collection.
- Soluble bags for heavily soiled linen.
- A weekly delivery / collection service.
- Ironed and folded; sheets, pillow cases, duvet covers.
- Folded; bath towels, hand towels, face cloths and tea towels.
- Emergency call-out collection/delivery service when required (such as an outbreak of diarrhoea & vomiting).

- 5.3 The linen provided must be stain free, odourless, without tears or frayed edges and be maintained to a high standard.

- 5.4 Collections/deliveries should be made on agreed times and days and adhere to a strict schedule. Any changes to agreed schedules will only be made with the Authority's prior approval.

- 5.5 The potential provider must be able to provide a receipt for every collection/delivery which will detail as a minimum;

- Establishment where collection/delivery was made.
- Time and date of collection/delivery.
- Number/type of items collected.

- Number/type of items delivered.
- Name and signature of approving staff member.

(These receipts shall be used as a basis for invoicing.)

5.6 Delivery staff must be courteous and professional at all times. It shall be the responsibility of the potential provider to manually handle all items from or to the designated storage points within each establishment.

6. SERVICE LEVELS AND PERFORMANCE

6.1 The Customer will measure the quality of the Supplier's delivery by:

- 99% of all linen to be stain free, odourless and maintained as required.
- 98% of collections/deliveries made according to agreed schedules.
- 98% of collections/deliveries made without complaint.
- 100% of all emergency call-outs completed within 24 hours.

7. ADDITIONAL REQUIREMENTS

- 7.1 LCC will establish an ordering and payment process using a Barclaycard Government Procurement Card. This is the preferred purchasing system for purchasing services.
- 7.2 Prices should be inclusive of expenses and exclusive of VAT.
- 7.3 The location of the Services will be carried out at addresses across the Leeds metropolitan area.

Establishment	Address	No Beds
Dolphin Manor	Stonebrigg Lane, Rothwell LS26 0UD	35
Green The Home and Day Centre	Seacroft Green, Seacroft LS14 6JL	37
Home Lea House	137 Wood Lane, Rothwell LS26 0PH	29
Knowle Manor	Tennyson Terrace, Morley LS27 8QP	29
Manorfield House	Manor Road, Horsforth LS18 4DX	27
Middlecross EMI Home and Day Centre	Simpson Grove, Armley LS12 1QG	32 and day support service
Richmond House	Richmond Road, Farsley LS28 5ST	20
Siegen Manor Home and Day Centre	Wesley Street, Morley LS27 9EE	30 and a day support service for 30
South Leeds Independence Centre (SLIC) *	Atha Crescent Beeston LS11 7DB	40
Spring Gardens	Westbourne Grove, Otley LS21 3LJ	30
Suffolk Court	Silver Lane, Yeadon LS19 7JN	40
Frederick Hurdle	Reginald Terrace, Chapeltown	A day support

DC	LS7 3EZ	service for 30
Middlecross DC (D)	Simpson Grove, Armley	LS12 1QG
Osmondthorpe Resource Centre	Osmondthorpe Lane	LS9 9ES
		A day support service for 50

* Please note the SLIC service which is jointly run by LCC ASC and the NHS will provide its own linen.

7.4 Based on 2014-15 usage of the Roseville Linen and Laundry service the following figures are provided as an estimate of linen required. This estimate takes into account; one batch being collected, one being delivered and one being washed each week.

•	Single draw sheets	300
•	Single fitted sheets	2,500
•	Pillow cases	1,500
•	Single duvet covers	1,200
•	Kylies / reusable bed pads	2,200
•	Bath towels	3,400
•	Hand towels	13,000
•	Face cloths	6,350
•	Table cloths 54 x 54	1,500
•	Tea towels and	8,000

7.5 The Customer reserves the right to undertake site visits to potential providers' premises prior to any contract award. The purpose will be so the Customer could gauge the scope, condition and quality of the linen you would hire under contract and to determine whether your laundry services, and associated processes, are a good match to the Authority's requirements.

7.6 Visits would not be scored for evaluation purposes, but in the event the Authority had reservations about the suitability of any Potential Provider following a visit, the Provider may be eliminated from further consideration if it was unable to satisfactorily allay the Authority's concerns. Such elimination would be based on:

7.6.1 Provision of a description from the Authority setting out its specific concerns / reservations

7.6.2 The Bidder's response describing how it would mitigate and resolve the concerns / reservations

8. SECURITY REQUIREMENTS

8.1 All delivery persons must wear photograph ID at all times whilst in the Authority's premises. Access will be denied if the delivery person does not display their ID and will count as a failure to make a scheduled delivery.

SCHEDULE 7

SUPPLIER RESPONSE

Risk of Failure

[5.1] Please provide a methodology which explains how you propose to deliver the services as described in Appendix B – Statement of Requirement.

Central Laundry would deliver the services as described in Appendix B as follows:

- Arrange to meet Council representatives in Leeds or at Central Laundry to discuss and agree final details of the service requirement including the preferred options where applicable.
- Arrange site visits at 14 locations in order to observe and assess access details, driver responsibilities, clean storage areas, soiled storage areas and to carry out Risk Assessments for our Driver at each site. In addition time would be spent with each Housekeeper explaining: -
 - Order systems.
 - Packing/bagging systems.
 - Central Laundry contact details.
 - Reject Documents for any item
 - Record Documents
 - Any other issues.
- Orders would be raised to ensure sufficient stock was available from Central Laundry to meet standard and any emergency linen requirements for all sites.
- Documentation specific to each site would be written, printed and circulated to each site for use during the Contract.
- Standing Orders (which can be altered by each site in writing up to 24 hours before delivery) will be used by our Packers to prepare loads in advance to guarantee shortages are not an issue.
- A dedicated Central Laundry driver would be trained for this route and he would provide the service using a liveried 7½ tonne vehicle. A further two

drivers would also be trained to cover this route for sickness/holidays.

- A weekly service to all 14 sites will be made over 2 days each week visiting: -

Route A

- Home Lea House
- Dolphin Manor
- Green The Home and Day Centre
- Osmondthorpe Resource Centre
- Frederick Hurdle DC
- South Leeds Independence Centre (SLIC)
- Knowle Manor
- Siegen Manor Home and Day Centre

Route B

- Middlecross EMI Home and Day Centre
 - Middlecross DC (D)
 - Spring Gardens
 - Suffolk Court
 - Manorfield House
 - Richmond House
-
- Clean linen would be sealed and delivered to the agreed storage areas at each location using a cage or otherwise on site depending on the available access within the building. Each site would be provided with a two hour service window on the same day each week. Our dedicated driver would ensure continuity having developed a clear understanding of each site's requirements as well as a good working knowledge of the access and surrounding roads.
 - Delivery notes clearly stating the date, establishment name, quantities per item plus any extra stock which may have been requested over and above the standing Order will be left on each service day.

Invoices will be raised on a monthly basis by site. Management information from these invoices will be available for the Council as required.

[5.2] Please describe your staff training and development programme paying particular attention to how this affects service delivery.

Central Laundry was awarded IIP Bronze in September 2012 and we anticipate receiving Silver later this year. This externally recognised commitment and investment in our staff demonstrates an entire culture within the Organisation of which training is just one discipline.

Please see a copy of our general Policies and Procedures, all of which are designed and written to be used as a live training tool.



P&P - Index.doc

Clearly, only the relevant Policies and Procedures are delivered to those persons in any given Department. The example below is for all persons on 'Clean Side' who handle freshly laundered and decontaminated linen.



Group 2 Training
Matrix - Clean Side.x

With such an intensive training, monitoring and retraining programme in place, the 'mind set' is one of continuous development, quality, pride and self-respect, all of which are enormously powerful.

The ultimate objective is for all members of the team to have the same passion and desire as senior management which is quite simply to delight the customer with every delivery!

[5.3] Please describe your complaints escalation procedures and how you propose to capture potential risks to service delivery. Your response should clearly identify management routes and

responsibilities.

Any complaints received by Central Laundry are recorded, actioned and where required feedback provided to the customer. Customer complaints are logged on to a Complaints / Queries Record Document. This details:

- Customer
- Time
- Date
- Taken by whom
- Query / complaint details
- Customer requirements
- Investigation notes
- Conclusion
- Actions taken by
- Whether retraining is required
- What final communications are sent to the customer and
- Whether customer satisfaction was achieved

Generally complaints are taken by administration, actioned by the Production / Transport / Customer Services Manager and resolved within 24 hours.

At the weekly Production Meeting any customer complaint received in the past seven days is discussed even though by then it will have been resolved. It is a useful tool to assist in identifying any problem trends in specific areas of the service provided.

As part of Central Laundry's annual ISO 9001 review a customer questionnaire is sent out on an unbiased basis and this always includes a section on customer satisfaction following the submission of any complaints. The results so far have been excellent.

To assist our customers at all times a 24/7 telephone service is available to both the Transport Manager and a Director of Central Laundry. This action not only underlines the desire of the company to provide the best possible laundry service for customers but also it demonstrates the enormous confidence we have in the quality

of the work we produce.

Please see below a copy of Central Laundry's Complaints/Queries Record



and Central Laundry's Complaints Management Route.



Quality of Linen Hire Items

[6.1] Please describe your linen stock inspection and quality assurance procedures. Your response should include an explanation of minimum quality standard thresholds.

The design, speed and efficiency of modern processing/finishing equipment has removed much of the human intervention and the opportunity to inspect each piece when fully open and flat. It is therefore imperative that the careful sorting of linen items into appropriate categories followed by a specific wash process design in order to thoroughly remove soiling, staining, decontaminate and present to the finishing departments a product which is stain free and fit for purpose.

Quality and assured thermal disinfection is monitored internally using dip slides and recorded, including photographic evidence – see below.



Dipslides Feb
2015.xlsx

External 6 weekly service and maintenance on chemical dosage equipment and titration of water quality/chemical balance is executed by our chemical supply partners, ensuring consistency of dosing/additives, quality, cleanliness, hygiene and critically, thermal disinfection – see report below.



Service
6-01-2015.pdf

Periodically, single wash EMPA test pieces and 25 wash test pieces are processed in various wash processes and analysed accordingly. Please see 2 no. recent laboratory reports.



7179 20140529
Ecolab TP1 result Ce



5734-8D TP2 Central
Laundry.docx

The proposal is to supply pool linen for this contract. The quality of our wash processes, whiteness, brightness and consistency have been clearly demonstrated above. This confirms our ability to produce a uniform product in terms of colour/shade.

With respect to consistency of the physical product – holes, rips, tears, fraying etc, each finishing station inspects and condemns items as required in order to maintain our minimum standard, ensuring the product is fit for purpose. Minimum standard:-

Flat linen

- Wrinkling within 50mm of the perimeter edge only
- No rips or tears
- No holes visible in the absence of a back light
- Stain and odour free
- Consistent shade

Towelling

- Minimal fraying on all edges
- No rips or tears
- No holes visible in the absence of back light
- Stain and odour free
- Consistent shade

Pillowcase

- Wrinkling within 25mm of open end only
- No rips or tears
- No holes visible in the absence of back light
- Stain and odour free
- Consistent shade

[6.2] Please describe how laundered linen will be presented to the Authority at the point of delivery.

All linen will be wrapped and sealed in plastic film in order to completely eliminate the possibility of re-contaminating the decontaminated product until same is enjoyed by the end user.

Due to the fact we will be transporting both clean and soiled on the vehicle at the same time, this also ensures compliance with CFPP 01-04.

All packs contain standard quantities (see below) making verification of the total delivered quantities very easy to confirm. In the absence of having visited the sites, prior to this submission, the linen can be delivered in a roll cage – subject to access

– or placed into polyester laundry bags and manually handled.

However, the latter system can only be deployed in line with Health and Safety and Manual Handling Legislation.

Standard pack sizes:-

- | | |
|----------------------------|---|
| • Pillowcase | 50 |
| • Single draw sheets | 10 |
| • Single fitted sheets | 10 |
| • Single flat sheets | 10 |
| • Single duvet covers | 10 |
| • Bath towels | 10 |
| • Hand towels | 20 |
| • Kylies | 5/10 Depending on the type required |
| • Face cloths | 50 |
| • Tea towels | 20 |
| • Table cloths – dedicated | Return exactly the same quantity as received soiled |
| • Table cloths – pool | 10 |

[6.3] Please describe each linen type you are proposing to provide to meet the required quality service levels described in Appendix B – Statement of Requirement. Your response should include the specification (size, material, weight etc), age, condition, colour for each item, and whether the items are consistent (the Authority would not wish to receive a mis-matched assortment of items in different colours / types).

Single Draw Sheet

Size: 115cm x 185cm

Material: 100% Cotton twill

Weight: 480 grams

Age: Less than 1 year

Quality: Good
Colour: Off White
Consistent: Throughout

Single Fitted Sheet**OR****Single Flat Sheet****Size:** 90cm x 200cm**Size:** 178cm x 290cm**Material:** 60:40 Cotton/Polyester**Material:** 70:30 Cotton/Polyester**Weight:** 400 grams**Weight:** 600 grams**Age:** Less than 1 year**Age:** Less than 1 year**Quality:** Good**Quality:** Good**Colour:** White**Colour:** White**Consistent:** Throughout**Consistent:** Throughout**Pillowcase****Size:** 51cm x 86cm**Material:** 70:30 Cotton/Polyester**Style:** Bag**Weight:** 130 grams**Age:** Less than 1 year**Quality:** Good**Colour:** White**Consistent:** Throughout**Single Duvet Cover****Size:** 145cm x 240cm

Material: 100% Polyester/50:50 Cotton/Polyester

Weight: 680 grams

Age: Less than 1 year

Quality: Good

Colour: Off White

Consistent: Throughout

Kylie/Reusable Bed Pad

Size: 85cm x 90cm

Material: Chamois

Weight: 510 grams

Age: New

Quality: Good

Colour: Peach

Consistent: Throughout

(Also available with flaps (620 grams)).

Bath Towel

Size: 70cm x 135cm

Material: 100% Cotton Ringspun

Weight: 380 grams / 450gsm

Age: Less than 1 year

Quality: Good

Colour: White

Consistent: Throughout

Hand Towel

Size: 50cm x 90cm
Material: 100% Cotton Ringspun
Weight: 200 grams / 450gsm
Age: Less than 1 year
Quality: Good
Colour: White
Consistent: Throughout

Face Cloth

Size: 30cm x 30cm
Material: 100% Cotton Ringspun
Weight: 30 grams / 400gsm
Age: New
Quality: Good
Colour: White
Consistent: Throughout

Tablecloth

Size: 54inch x 54inch
Material: 100% Spun Spun Polyester
Weight: 400 grams
Age: New
Quality: Good

Colour: White

Consistent: Throughout

Tea Towel

Size: 48cm x 73cm

Material: 100% Cotton

Weight: 200 grams

Age: New

Quality: Good

Colour: White and Green

Consistent: Throughout

RGW/as
11th March 2015

Leeds City Council

Tender Reference: RM5162 SO8260 Provision of Laundry Services Contract

Dear Mr. REDACTED

Thank you for giving Central Laundry the opportunity to price for the Linen and Laundry Service as per the Tender Ref above.

Central Laundry are extremely interested in this Contract. Our company has a vast experience in providing a linen rental and laundry service to multi-drop customers especially Care Homes and Private Hospitals.

Examples of our valued customers includes -

- Five Care Homes for Hull City Council.
- Two Care Homes and many Domiciliary customers for North Lincolnshire Council.
- One Care Home for North East Lincolnshire Council.
- Twenty Four Care Homes for Norfolk County Council.
- Fifteen Care Homes for the PrimeLife Group which are located from Scunthorpe to Stratford upon Avon.
- Spire Hospital Hull and East Riding plus 4 other Spire Hospitals.
- Ramsay Hospital Parkhill in Doncaster plus 8 other Ramsay Hospitals.

We have serviced these customers for many years and have missed no deliveries nor had any quality or service issues. Contact details for any of the sites are available for Council staff to check on the work we have done for these establishments.

In addition I would like to point out that since 1988 when the company started we have never had a Contract taken from us nor failed to service a Contract until its full duration. This is a record of which we are extremely and justifiably proud.

“SLIC” Price

Central Laundry would welcome the opportunity of investigating and discussing other solutions to this requirement which may provide savings to both the Council and Central Laundry.

Plastic Bags

As quoted in the Tender Alginate bags are available from Central Laundry at a price of REDACTED

In line with the new legislation “CFPP 01-04” it is necessary to use plastic bags supplied by Central Laundry for the storage and transportation of soiled linen. These

bags also cost REDACTED plus V.A.T. per box of 200. Alginate bags are also placed inside Central Laundry plastic bags for transportation. To meet the new requirements a label reading "Infected Linen" must be stuck on the outside of a plastic bag which contains an alginate bag. There are 100 "Infected Linen" labels on each roll. A roll costs REDACTED plus V.A.T.

Prices

- a) The prices quoted in this Tender are based upon a MINIMUM monthly revenue of REDACTED. This will allow the Council to make alterations to the Contract, reducing the volumes of soiled produced but without any reduction in the levels of service provided.
- b) Central Laundry have calculated costs based on the percentages of soiled linen being in line with the estimated weekly figures per item outlined in the Tender Document. Any significant variation to these percentages would necessitate a review of our Tendered prices.
- c) Central Laundry would propose a meeting be held in February 2016 with Council representatives in order to discuss potential plans going forward from April 2016 and how they may affect the laundry requirements. Based on the degree of proposed changes Central Laundry would submit new prices from April 2016 reflecting any major reductions in required service as well as annual cost variations.

Payment Terms

Central Laundry are not able to accept payment using a Barclaycard Government Procurement Card. If we are successful it would be necessary for payment to be made using the B.A.C.S. system.

Losses etc

In the event that any stock (including cages) were to be lost, damaged or irretrievably stained through abuse (as opposed to normal use) Central Laundry would invoice at replacement cost.

Clinical Waste

Central Laundry pre-sort soiled linen into item categories. Whilst doing so we are able to identify and remove many extraneous items which would otherwise go through the wash process. Due to the quantity of disposable bed pads and nappies incorrectly sent in with soiled linen we have to employ a Clinical Waste disposal firm to remove such waste. This incurs a cost for Central Laundry which is passed on in the form of a REDACTED charge for any day when our sorters locate offensive Clinical Waste in a customer's soiled linen.

If you require any further information or clarification regarding this submission please do not hesitate to contact me.

Yours sincerely

REDACTED
Sales Manager

SCHEDULE 8**PRICE MATRIX**

Item	Estimated Weekly Requirement *	Cost per Item (includes both hire and laundry)	Total
Single draw sheets	100	REDACTED	REDACTED
Single fitted sheets	850	REDACTED	REDACTED
Pillow cases	500	REDACTED	REDACTED
Single duvet covers	400	REDACTED	REDACTED
Kylies / reusable bed pads	750	REDACTED	REDACTED
Bath towels	1150	REDACTED	REDACTED
Hand towels	4350	REDACTED	REDACTED
Face cloths	2100	REDACTED	REDACTED
Table cloths 54 x 54	500	REDACTED	REDACTED
Tea towels	2650	REDACTED	REDACTED
Delivery/Collections	14	REDACTED	REDACTED
Bid Total			£3,738.50

Exc VAT. (the total should = the cost per week which the Authority will then multiply by 52 to obtain a cost per annum for evaluation purposes)

* Based on approximately 1/3 of the data provided in Appendix B - Statement of Requirement - 7.4

Additional costs (if any) for the laundry- only services for South Leeds Independence Centre (SLIC)	Total
Based on laundry requirements for 40 beds	REDACTED

Exc VAT. (the total should = the cost per week which the Authority will then multiply by 52 to obtain a cost per annum for evaluation purposes)

Additional required costs not included in commercial evaluation	Cost per call-out
Emergency call-out Collection/Delivery service	REDACTED

Additional required costs (if any) not included in commercial evaluation	Cost per bag
Soluble bags for heavily soiled linen.	REDACTED