

Call-Off Schedule 21 (Northern Ireland Law)

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***Switches the interpretation of the contract from the laws of England and Wales to Northern Ireland Law***

## **1. When you should use this Schedule**

- 1.1. This Call-Off Schedule 21 may be included to adapt the Core Terms and Schedules so that the Call-Off Contract is under Northern Ireland Law.

## **2. Changes to the Core Terms**

### **2.1 Clause 34 (Resolving Disputes):**

2.1.1 Clause 34.2: substitute the following wording: “If the Dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Dispute Resolution Service of Northern Ireland (DRS) Code of Practice current time at the time of the Dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by DRS. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the Dispute, the Dispute must be resolved using Clauses 34.3 to 34.5”.

2.1.2 Clause 34.3: the term “Courts of England and Wales” shall be amended to read “Courts of Northern Ireland”.

2.1.3 Clause 34.4: the seat or legal place of the arbitration shall be amended, so that it takes place in Belfast as opposed to London.

- 2.2 Clause 35 (Which Laws apply): the term “English Law” shall be replaced with “the Law of Northern Ireland”.

## **3. Changes to the Joint Schedules**

### **3.1 Joint Schedule 1 - Definitions**

3.1.1. “Insolvency Event”: any reference to a Part or section of the Insolvency Act 1986 shall be deemed to include an alternative reference, if applicable, to the equivalent Part or section of the Insolvency (Northern Ireland) Order 1989.

3.1.2 “Working Day”: reference to “England and Wales” replaced by “Northern Ireland”

### **3.2 Joint Schedule 5 - Corporate Social Responsibility**

3.2.1 Clause 1.1: substitute the following wording: “NOT USED”.

3.2.2 Clause 1.2: substitute the following wording: “NOT USED”.

3.2.3 Clause 2.1: substitute the following wording: “In addition to applicable equality and anti-discrimination legal obligations in Northern Ireland, the

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Supplier shall support CCS and the Buyer in fulfilling its obligations to promote equality of treatment under Section 75 of the Northern Ireland Act 1998.”

**3.3 In Annex 1 to Joint Schedule 8 - Guarantee**

3.3.1 Clause 4.1: Delete references to “England and Wales” when referring to addresses.

3.3.2 Clause 16: change title to Governing Law and Jurisdiction”; references to “Courts of England” to be replaced by “Courts of Northern Ireland”, references to “English law” to be replaced by the “the laws of Northern Ireland”.

**4. Changes to the Call-Off Schedules**

**4.1 Call-Off Schedule 1 (Transparency Reports)**

4.1.1 If this Call-Off Schedule 21 (Northern Ireland Law) is included in any Call-Off Contract then Call-Off Schedule 1 (Transparency Reports) is excluded from that Call-Off Contract and does not apply to that Call-Off Contract.

**4.2 Call-Off Schedule 18 (Background Checks)**

4.2.1 Clause 3.1.2: substitute the following wording: “Notwithstanding Paragraph 2.1.1 for each member of Supplier Staff who, in providing the Deliverables, has, will have or is likely to have access to children, vulnerable persons or other members of the public to whom the Buyer owes a special duty of care, the Supplier must (and shall procure that the relevant Sub-Contractor must) conduct an “Enhanced” Access NI Check and the Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Deliverables any person who has a Relevant Conviction or an inappropriate record.”