

## CONTRACT DATA

### Part one – Data provided by the Employer

#### Statements given in all contracts

1 General

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

- The *conditions of contract* are the core clauses and the clauses for main Option C, dispute resolution Option W1 and secondary Options x1, 2, 17, 18, 19, 20 Y(UK)3 and Z of the NEC3 Term Service Contract April 2013.

- The *service* is

**Catering and Accommodation services**

- The *Employer* is

Name **Science and Technology Facilities Council (STFC)**

Address **Science and Technology Facilities Council, Polaris House, North Star Avenue, Swindon, SN2 1SZ**

The *Service Manager* is

Name

**Ridgeway House – REDACTED**

**RAL – REDACTED**

**Cosener's House – REDACTED**

**Daresbury – REDACTED**

**UKATC - TBC**

Address

**Ridgeway House – Rutherford Appleton Laboratory, Harwell Campus, Didcot,**

**OX110QX Tel: REDACTED**

**RAL – Rutherford Appleton Laboratory, Harwell Campus, Didcot, OX110QX**

**Tel: REDACTED**

**Cosener's House – Abbey Close, Abingdon, Oxfordshire, OX14 3JD Tel:01235**

**523198**

**Daresbury – Sci-tech Daresbury, Keckwick Lane, Daresbury, Warrington, Cheshire,**

**WA4 4AD Tel: REDACTED**

**UKATC - Royal Observatory Edinburgh, Blackford Hill, Edinburgh, EH9 3HJ**

**Tel: REDACTED**

The *Adjudicator* is

Name **To be agreed by both parties**

Address

- The *Affected Property* is  
**As defined in the tender documentation issued via Emptoris on 14/07/16**
- The *Service Information* is in  
**Request For Proposal (RFP) issued via Emptoris on 14/07/16**
- The *language of this contract* is **English**
- The *law of the contract* is the law of **United Kingdom**
- The *period for reply* is **2 weeks**.

- The *Adjudicator nominating body* is **To be agreed by both parties**
- The *tribunal* is **To be agreed by both parties.**
- The following matters will be included in the Risk Register
  - Mobilisation
  - Health and Safety Compliance
  - Commercial objectives, target profit and loss
  - Quality of Service, customer satisfaction, and BCP

5 Payment

- The *starting date* is **29/11/16**
- The *service period* is **7 years and 3 year option to extend.**
- The *assessment interval* is **monthly, and Quarterly**
- The *currency of this contract* is the **Pound Sterling**
- The *interest rate* is **2 % per annum (not less than 2) above the base rate of the Bank of England.**

8 Risks and insurance

- The minimum amount of cover for insurance against loss of or damage caused by the *Contractor* to the *Employer's* property is **£10m**
- The minimum amount of cover for insurance in respect of loss of or damage to property (except the *Employer's* property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the *Contractor*) arising from or in connection with the *Contractor's* Providing the Service for any one event is **£10m**  
 The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the *Contractor* arising out of and in the course of their employment in connection with this contract for any one event is **£5m**
- **The minimum amount of cover for Employer's Liability Insurance is £10m**
- **The minimum amount of cover for Public Liability Insurance is £10m**
- **The minimum amount of cover for Professional Indemnity Insurance is £1m**

Optional statements

**If the *tribunal* is arbitration**

- The *arbitration procedure* is **Adjudicator to be appointed via mutual consent between the parties**  
 The place where the arbitration is to be held is **To be agreed by both parties**
- The person or organisation who will choose an arbitrator
  - if the Parties cannot agree a choice or
  - if the *arbitration procedure* does not state who selects an arbitrator is **To be agreed by both parties.**

**If no plan is identified in part two of the Contract Data**

- The *Contractor* submits a first plan for acceptance within . . . . . weeks of the Contract Date.

**If the period in which payments are made is not three weeks and Y(UK)2 is not used**

- The period within which payments are made is **monthly**

**If Y(NZ)1 is used and the final date for payment is not 14 days after the date when payment is due**

- The period for payment is **N/A**

**If there are additional *Employer's* risks**

- These are additional *Employer's* risks

**N/A**

**If the *Employer* is to provide Plant and Materials**

- The insurance against loss of or damage to Plant and Materials is to include cover for Plant and Materials provided by the Employer for an amount of

N/A

**If the Employer is to provide any of the Insurances stated in the Insurance Table**

- The Employer provides these insurances from the Insurance Table
  1. Insurance against N/A.  
Cover/indemnity is N/A.  
The deductibles are N/A.
  2. Insurance against N/A.  
Cover/indemnity is N/A.  
The deductibles are N/A.
  3. Insurance against N/A.  
Cover/indemnity is N/A.  
The deductibles are N/A.

**If additional insurances are to be provided**

- The Employer provides these additional insurances
  1. Insurance against N/A.  
Cover/indemnity is N/A.  
The deductibles are N/A.
  2. Insurance against N/A.  
Cover/indemnity is N/A.  
The deductibles are N/A.
  3. Insurance against N/A.  
Cover/indemnity is N/A.  
The deductibles are N/A.
- The Contractor provides these additional insurances
  1. Insurance against .....  
Cover/indemnity is .....  
The deductibles are .....
  2. Insurance against .....  
Cover/indemnity is .....  
The deductibles are .....

**If Option A is used**

- The Contractor prepares forecasts of the final total of the Prices for the whole of the service at intervals no longer than N/A weeks.

**If Option C is used**

- The Contractor's share percentages and the share ranges are  
**Service provider to provide a tendered/revised baseline figure so below this figure is 0% share and above the baseline is 50% share. Below baseline is capped and at services providers risk.**  
**Refer to the specification issued via Emptoris 14/07/16 regarding Gain Share**
- The Contractor's share is assessed quarterly

**If Option C or E is used**

- The Contractor prepares forecasts of the total Defined Cost for the whole of the service at intervals no longer than **monthly (governance meeting referred to in the specification)**
- The exchange rates are those published in N/A on N/A (date).

**If Option X1 is used**

- The proportions used to calculate the Price Adjustment Factor are  
**Prices are fixed for the first 12-month period of the contract and thereafter are subject to annual adjustment via the UK Food Price Index and benchmarking against Consumer Price Index**
- The *base date* for indices is **4<sup>th</sup> August 2017**.
- The indices are those prepared by **Food and Agriculture Organisation (FAO)**

**If Option X3 is used**

- The *Employer* will pay for the items or activities listed below in the currencies stated

items and activities	other currency	total maximum payment in the currency
N/A	N/A	N/A

- The *exchange rates* are those published in **N/A** on **N/A** (date).

**If Option X12 is used**

- The *Client* is  
Name **N/A**.  
Address **N/A**  
The *Client's* objective is  
**N/A**.
- The Partnering Information is in  
**N/A**.

**If Option X13 is used**

- The amount of the performance bond is **N/A**.

**If Option X17 is used**

- The *service level table* is .....

**If Option X18 is used**

- The *Contractor's* liability to the *Employer* for indirect or consequential loss is limited to  
**£5m**
- For any one event, the *Contractor's* liability to the *Employer* for loss of or damage to the *Employer's* property is limited to **£10m**
- The *Contractor's* liability for Defects due to his design of an item of Equipment is limited to **£5m**
- The *Contractor's* total liability to the *Employer* for all matters arising under or in connection with this contract, other than the excluded matters, is limited to **£5m**
- The *end of liability date* is **6** years after the end of the *service period*.

**If Option X19 is used**

- The *Contractor* submits a Task Order programme to the *Service Manager* within **.5** days of receiving the Task Order.

**If Option X20 is used (but not if Option X12 is also used)**

- The *incentive schedule* for Key Performance Indicators is in **Annex 28 issued via Emptoris 14/07/16 as part of the tender pack**
- A report of performance against each Key Performance Indicator is provided at intervals of **every** months.

If Option Y(UK)1 is used and the *Employer* is to pay any charges made and is paid any interest paid by the *project bank*

- The *Employer* is to pay any charges made and is paid any interest paid by the *project bank*.

If Option Y(UK)3 is used - N/A

- term person or organisation  
x13 & x17 any subcontractors to the main contract

If Options Y(UK)1 and Y(UK)3 are both used

- term person or organisation  
The provisions of Option Y(UK)1 Named Suppliers

If Option Z is used

- The *additional conditions of contract* are:

### **Clause 1**

#### **Freedom of Information Act and the Environmental Information Regulations**

The Contractor shall provide all assistance to enable the UK SBS and/or its clients to comply with any request received under the Freedom of Information Act 2000 and/or the Environmental Information Regulations should either be applicable to the UK SBS.

In no event shall the Contractor or its Subcontractors respond directly to a Request for Information unless expressly authorized to do so by the UK SBS.

### **Clause 2**

#### **Transparency**

In order to comply with the Government's policy on transparency in the areas of procurement and contracts the Contractor agrees that the CONTRACT and the sourcing documents issued by the UK SBS which led to its creation will be published by the UK SBS on a designated web site.

The entire CONTRACT and all the sourcing documents issued by the UK SBS will be published on the designated web site save where to do so would disclose information the disclosure of which would:

- (i) contravene a binding confidentiality undertaking that protects information which the UK SBS, at the time when it considers disclosure, reasonably considers to be confidential to the Contractor;
- (ii) be contrary to regulation 21 of the Public Contracts Regulations 2015; or
- (iii) in the reasonable opinion of the UK SBS be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulation (EIR).

If any of the situations in (i),(ii),(iii) apply the Contractor consents to the CONTRACT or sourcing documents being redacted by the UK SBS to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.

In this entire clause the expression "sourcing documents" means the advertisement issued by the UK SBS seeking expressions of interest, any pre-qualification questionnaire stage and the invitation to tender.

### **Clause 3**

#### **Termination Para 1**

The STFC may terminate the CONTRACT by written notice to the Contractor in any of the following circumstances:

- (i) Where it considers that the CONTRACT has been subject to a substantial modification which would have required a new procurement procedure in accordance with Regulation 72(9) of the Public Contracts Regulations 2015 ("PCR 2015");
- (ii) Where it considers that the Contractor has at the time of the award of the (CONTRACT) been in one of the situations referred to in Regulation 57(1) of the PCR 2015, including as a result of the application of regulation 57(2), and should therefore have been excluded from the procurement procedure;
- (iii) Where the CONTRACT should not have been awarded to the Contractor in view of a serious infringement of the obligations under the EU Treaties and Directive 2014/24/EU of the European Parliament and of the Council that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU;
- (iv) Where the European Commission sends a reasoned opinion to the United Kingdom or brings the matter before the Court of Justice of the European Union under Article 258 of the TFEU alleging that the CONTRACT should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaties and Directive 2014/24/EU of the European Parliament and of the Council; or
- (v) Where a third party starts court proceedings against the STFC seeking a declaration that the CONTRACT is ineffective or should be shortened under Regulations 98 to 101 of the PCR 2015, which the STFC considers have a reasonable prospect of success.

Such termination shall be effective immediately or at such later date as is specified in the notice. The STFC shall not incur any liability to the Contractor by reason of such termination and shall not be required to pay any costs, losses or damage to the Contractor. Termination under this clause shall be without prejudice to any other rights of the STFC.

#### **Termination Para 2**

The STFC, shall at any time have the right for convenience to terminate the CONTRACT or reduce the quantity of Supplies or Services to be provided by the Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice UK SBS may direct the Contractor to perform all or any of the work under the CONTRACT. Where STFC has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.

#### **Clause 4**

##### **Payment to other parties**

The Contractor shall ensure, pursuant to Regulation 113(2)(c) of the Public Contracts Regulations 2015, that any subcontract awarded by the Contractor contains suitable provisions to impose, as between the parties to the subcontract, requirements that –

- (i) any payment due from the Contractor to the subcontractor under the subcontract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;
- (ii) any invoices for payment submitted by the subcontractor are considered and verified by the Contractor in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed;
- (i) ; and
- (iii) any subcontractor will include, in any subcontract which it in turn awards, suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those

imposed in paragraphs (i), (ii) and (iii) of this Clause [insert clause number], subject to suitable amendment to reflect the identities of the relevant parties.

## **Clause 5**

### **Sub-Contractors**

The STFC may (without cost to or liability of the STFC) require the Contractor to replace any sub-contractor where in the reasonable opinion of the STFC any mandatory or discretionary grounds for exclusion referred to in Regulation 57 of the Public Contracts Regulations 2015 apply to the subcontractor.

## **Clause 6**

### **Supply of Services**

- B1-1 The Supplier shall from the date set out in the Order and until the end date specified in the Order provide the Services to the Customer in accordance with the terms of the Contract.
- B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order or notified to the Supplier by the Customer.
- B1-3 In providing the Services, the Supplier shall:
- B1-3-1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - B1-3-2 [perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade] OR [perform the Services with reasonable skill and care and in accordance with all generally recognised commercial standards and practices for services of the nature of the Services];
  - B1-3-3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
  - B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
  - B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
  - B1-3-6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;
  - B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and

B1-3-9 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

B1-4 The Customer's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Customer under the Supply of Goods and Services Act 1982 and any other applicable legislation.

B1-5 Without prejudice to the Customer's statutory rights, the Customer will not be deemed to have accepted any Deliverables until the Customer has had at least 14 Working Days after delivery to inspect them and the Customer also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.

B1-6 If, in connection with the supply of the Services, the Customer permits any employees or representatives of the Supplier to have access to any of the Customer's premises, the Supplier will ensure that, whilst on the Customer's premises, the Supplier's employees and representatives comply with:

B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and

B1-6-2 any Customer policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Customer laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Customer premises by any employee or representative of the Customer.

B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to UK SBS or the Customer pursuant to TUPE.

#### **Clause 7**

All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

#### **Clause 8**

##### **Charges and Payment**

B1-8 The Supplier will:

- B1-9** B4.2.6 prepare Budgets in respect of the Services for discussion and agreement with UK SBS and the Customer each year.
- B1-10** B4.2.7 keep records and make necessary returns for VAT purposes (or such similar or alternative tax as may be imposed from time to time) as principal.
- B1-11** B4.2.8 procure appropriate stocks necessary for the provision of the Services, which upon payment to the Supplier shall become the property of the Customer. The Supplier hereby agrees that on the termination of this Agreement (except in the event of receivership, administrative receivership or liquidation of the Customer) the Supplier will transfer such stock to the Customer. Any stock that has not previously been paid for by the Customer can transfer at the lower of market or invoice price. The Supplier shall undertake to seek any such discounts or price reductions or commissions wherever they are available or can be negotiated. The Supplier will ensure that all its invoices reflect all discounts received from suppliers and that all materials costs will be accounted for on that basis.
- B1-12** B4.2.9 the Supplier will render invoices to the Customer for the Cost of Catering at the end of each Trading Period together with any VAT which shall be payable.
- B1-13** B4.2.10 costs for any expenditure or services other than the Services will be invoiced to the Customer separately. Such costs will include but not be limited to those items referred to in clause 8.
- B1-14** B4.2.11 the cost, plus VAT where appropriate of all materials and consumable items consumed in the Trading Period as invoiced by the Supplier's nominated suppliers.
- B1-15** B4.2.12 the cost, plus VAT where appropriate, of employing staff engaged in the Services, including wages, employers National Insurance, pension contributions, sick, maternity and holiday pay, reasonable amounts of training, administration, payments in lieu of notice, redundancy and other termination costs arising out of staff changes initiated or agreed by the Customer or out of expiry, termination or transfer of this Agreement or any part of the Services.
- B1-16** B4.2.13 the cost, plus VAT where appropriate, of all protective clothing, equipment replacement and rentals, advertising for and costs of additional, replacement or agency staff, licensing and insurance costs, telephone charges, postage, laundry and sundry expenditure incurred in the Trading Period as invoiced by suppliers; and
- B1-17** B4.2.14 the cost of all other consumables used in the Services.
- B1-18** B4.2.15 the amounts for which the Supplier is entitled to be reimbursed under clause 8 below;
- B1-19** B4.2.16 prompt payment is of the essence of this Agreement and invoices must be paid within 30 days of invoice date. The Supplier undertakes that all invoices shall be despatched within 5 working days of the invoice origination date as evidenced by the date of postmark. The Supplier shall undertake to supply such other particulars of the costings as the Customer may reasonably require and to permit these to be verified by inspection of books, accounts and other documents and records.

## **Clause 9**

### **STAFF**

- D1.1** The Supplier and the Customer will co-operate with each other to effect a smooth transfer of staff engaged or to be engaged in the provision of the Services and working at the Premises under any Agreement of employment, other employment relationship or collective Contract ("Transferring Employees") so that their employment transfers.

- D1.2 at the Commencement Date, to the Supplier; and
- D1.3 at expiry or termination of this Agreement, to the Customer or to any other person, organisation or company nominated by the Customer.
- D1.4 The Supplier will indemnify the Customer and hold the Customer harmless against all costs, liabilities and expenses (including reasonable legal fees) ("Claims") which the Customer may incur pursuant to the provisions of TUPE relating to or arising out of any act or omission by the Supplier during the term of this Agreement in relation to any of its employees providing Services to the Customer under this Agreement.
- D1.5 The Supplier operates an equal opportunities policy for staff and the Customer will ensure that if any of its own staff act contrary to that policy, then the Customer will treat any discrimination or other dispute thereby arising in line with recognised procedures for such matters.
- D1.6 The Supplier shall inform the Customer whenever the manager or other supervisory grade are replaced at the Premises and to provide the name and details of the experience of their successor. All other staff changes whether additions or reductions to be informed to the Customer within 5 days.

## **Clause 10**

### **HYGIENE AND SAFETY**

- E1.1 In respect of hygiene and safety:
- E1.2 the Supplier will ensure that the staff engaged in the provision of the Services are trained so as to ensure compliance with the operational requirements of all Acts of Parliament, Regulations, Orders, Bye-Laws and Notices relating to the Services and, in particular, that all COSHH registered items are properly handled and stored;
- E1.3 the Customer will ensure that the Premises and the Equipment are fit for their purpose, are regularly inspected and maintained and comply at all times with all Acts of Parliament, Regulations, Orders, Bye-Laws and Notices, whether served on the Customer or the Supplier, that all Equipment provided by the Customer is safe and without risk to health when properly used and that, where appropriate, sufficient information is made available to the Supplier as to the design and testing of that equipment so that it can be put to proper use by the Supplier without risk to health and safety.
- E1.4 The Supplier may receive a notice under the Offices, Shops and Railway Premises Act 1963, The Health and Safety at Work etc. Act 1974, or other legislation relating to the use of the Premises or health and safety requiring the party served to perform an act or alter a practice (an "Official Requirement"). On notification of an Official Requirement the Supplier will forthwith deliver a copy thereof to the Customer and where the Official Requirement calls for rectification of any defect it is the express responsibility of the Supplier to carry out such work and acts as are necessary to comply with the Official Requirement. Attributable costs to be determined in consultation between the Customer and Supplier.

## **Clause 11**

### **TUPE Compliance and General Employment Matters**

#### **I2.1. Application of the Regulations and the Code**

- I2.1.1. The Customer and the *Supplier* acknowledge that where the identity of a provider (including the *Customer*) of any service which constitutes or which will constitute part of the *service* is changed pursuant to this contract (including upon termination of this contract) then the change shall constitute a Relevant Transfer and be

subject to the Regulations, the Directive and the Code.

I2.1.2. On the occasion of each Relevant Transfer except a Relevant Transfer upon termination of this contract, the Supplier shall and shall procure that any new service provider of the relevant *service* shall comply with all of its obligations under the Regulations, the Directive and the Code in respect of the Relevant Employees.

## **I2.2. Emoluments and Outgoings**

I2.2.1. The *Customer* shall be responsible for or shall use reasonable endeavors to procure that any other employer of a Relevant Employee is responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees, including without limitation all wages, holiday pay, bonuses, commissions, payment of PAYE, national insurance contributions, pension contributions and otherwise, up to the Transfer Date.

I2.2.2. The *Supplier* shall be responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees, including without limitation all wages, holiday pay, bonuses, commissions, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Transfer Date.

## **I2.3. Employment Information**

The *Customer* has provided the information set out in the Request to Quotation documentation regarding the identity, number, age, sex, length of service, job title, grade and terms and conditions of employment relating to the Relevant Employees but does not warrant that the information is accurate and complete as at the date of this contract, and undertakes to advise the Supplier on a three monthly basis up to the Transfer Date of any changes in the information provided, but again will not warrant the accuracy or completeness of such changed information.

## **Clause 12**

### **TUPE Compliance on Termination**

#### **13.1. Handover on Termination**

13.1.1. During the 12 (twelve) months preceding the expiry of this contract or after the Customer has given notice to terminate this contract or at any other time as directed by the Customer, and within 15 (fifteen) working days of being so requested by the Customer, the Supplier shall fully and accurately disclose to the Customer any and all information in relation to all staff engaged in providing the *service* (including all Relevant Employees who are to transfer as a consequence of a Relevant Transfer) (the "Staff") as the Customer may request, in particular but not necessarily restricted to any of the following:-

13.1.1.1.a list of the Staff;

13.1.1.2.in respect of the Staff, their age, sex, salary, hours of work, date continuous employment commenced, enhancement rates and any other factors affecting their redundancy entitlement and any outstanding claims arising from their employment;

13.1.1.3.the general terms and conditions applicable to the Staff, including probationary periods, retirement age, periods of notice, current pay agreements, working hours, entitlement to annual leave, sick leave, maternity and other forms of leave, terms of mobility, facility time arrangements and additional employment benefits;

- 13.1.1.4.details of all changes to the matters listed at 3.1.1.2 and 3.1.1.3 promised to or discussed with any member of Staff;
- 13.1.1.5.details of all dismissals and other terminations of employment of anyone previously engaged in connection with the provision of the *service* ;
- 13.1.1.6 details of all agreements or arrangements (whether or not legally binding) entered into in relation to the Staff with any trade union or other employee representatives;
- 13.1.1.7.details of all trade disputes and industrial action occurring at any time during the *service period*;
- 13.1.1.8.a list of agency workers, agents and independent contractors engaged by the Supplier;
- 13.1.1.9.the total payroll bill (i.e. total taxable pay and allowances including employer's contributions to pension schemes) of the Staff.
- 13.1.2 The Supplier shall warrant the accuracy and completeness of all the information provided to the Customer pursuant to Clause 3.1.1 of this Contract Schedule and authorizes the *Customer* to use any and all the information as it may consider necessary for the purposes of its businesses or for informing any tenderer for any future contract for services which are substantially the same as the *service* (or any part thereof).
- 13.1.3. During the 12 (twelve) months preceding the expiry of this contract or where notice to terminate this contract for whatever reason has been given, the *Supplier* shall allow the *Customer* or such other persons as may be authorized by the *Customer* to communicate with and meet the Relevant Employees and their trade union or employee representatives as the *Customer* may reasonably request.
- 13.1.4. During the 12 (twelve) months preceding the expiry of this contract or where notice to terminate this contract for whatever reason has been given, the Supplier shall not without the prior written consent of the *Customer* unless bona fide in the ordinary course of business:
  - 13.1.4.1.vary or purport or promise to vary the terms and conditions of employment of any employee employed in connection with the *service*;
  - 13.1.4.2.increase or decrease the number of employees employed in connection with the *service*; or
  - 13.1.4.3.assign or redeploy any employee employed in connection with the *service* to other duties unconnected with the *service*.

### **Clause 13**

#### **Application of Code to New Employees**

##### **14.1. New Employees**

- 14.1.1. The Customer and the Supplier shall have regard to the Code in interpreting and applying the Code Obligations.

14.1.2. Subject to Clause 4.1.1 of this Contract Schedule the Supplier shall employ New Employees on terms and conditions of employment which are, overall no less favorable than those of the Transferring Employees engaged in the provision of the *service* who is working alongside and holding the same or a similar position to that of the New Employees.

14.1.3. The Supplier shall consult with the recognized trade unions and where there is no recognized trade union any other employee representative body on the terms to be offered to the New Employees pursuant to Clause 4.1.2 of this Contract Schedule.

14.1.4. [Pensions]<sup>1</sup>

#### **14.2. ADR and other Code Obligations relating to New Employees**

14.2.1. During the term of this contract, the Supplier shall on request by the Customer provide the Customer with accurate and complete information as soon as reasonably practicable, including the terms and conditions of employment of the Transferring Employees and the New Employees, where this is required to monitor the *Supplier's* compliance with its Code Obligations.

14.2.2. The Supplier shall support any central Government sponsored review and monitoring programme on the impact of the Codes and on request by the Customer provide the Customer with accurate and complete information as soon as reasonably practicable in order to assist the Customer in doing this.

14.2.3. The Customer and the Supplier shall in the first instance seek to resolve by discussions between them any complaints from any employee or any recognized trade union in relation to compliance by the Supplier of its Code Obligations.

14.2.4. Where it appears to the Customer or the Supplier that it is not possible to resolve the matter by continuing discussions between them pursuant to Clause 4.2.3 of this Contract Schedule or where an employee of the Supplier or any recognized trade union writes to the Customer to confirm that it has been unable to resolve its complaint directly with the Supplier in relation to the Supplier's Code Obligations:

14.2.4.1. the Customer shall first write to the Supplier to seek an explanation for the alleged failure by the *Supplier* to comply with its Code Obligations. The Supplier shall provide such an explanation in writing within 5 (five) working days of receipt of the request from the *Customer*;

14.2.4.2. if the response provided by the Supplier satisfies the Customer that the Code Obligations have been met, then the *Customer* will inform the complainant of this and the matter will be deemed to have been concluded;

14.2.4.3. in the event that the Customer is not satisfied with the response provided by the Supplier the Customer shall write to the Supplier within 5 (five) working days to require the Supplier to take immediate action to resolve this dispute; and

14.2.4.4. if, following such a request by the Customer the Supplier still appears to the Customer not to be complying with its Code Obligations, the matter shall be dealt with in accordance with whichever dispute resolution Option is applicable to this contract or, if both Parties agree, in accordance with the Alternative Dispute Resolution Procedure set out in the Code.

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<sup>1</sup> Specialist legal advice must be sought on the drafting of the necessary pension provisions relevant to a Specific Contract - which may well have sector specific requirements.

**Clause 14**

**J1 Vending**

J1.1 In the event that STFC is required to enter into any leases or licences of equipment, fixtures, fittings or any other asset used by Contractor (or its subcontractors) in connection with the provision of the services to the client, or any agreement for maintenance of equipment or any other asset owned or leased by the client on its premises (each a "relevant agreement"), the client:

- i) shall comply with the obligations in respect of the equipment set out in the Relevant Agreement (including but not limited to granting rights of access to the third party provider);
- ii) acknowledges that all risks in any equipment leased under a Relevant Agreement shall rest with it until possession is retaken and that it shall be responsible for insuring the equipment to its full replacement value; and
- iii) on termination, for any reason, of the provision of services by STFC, shall assume responsibility for (or otherwise reimburse xxxx the costs incurred in the termination of) any Relevant Agreement

**Part two – Data provided by the Contractor**

**Statements given in all contracts**

Completion of the data in full, according to the Options chosen, is essential to create a complete contract.

- The Contractor is
  - Name **BaxterStorey.**
  - Address **TVP2, 300 Thames Valley Park drive, Reading RG6 1PT**
- The direct fee percentage is **N/A** %.
- The subcontracted fee percentage is **N/A** %.
- The key people are
  - (1) Name **REDACTED**
  - Job **Chief Executive**
  - Responsibilities **Strategic Ownership and Relationship Management**
  - Qualifications **Higher National Diploma - Hotel & Catering Management**
  - Experience **33 years experience at various management levels within the hospitality industry**
- (2) Name **REDACTED**
- Job **Account Director**
- Responsibilities **Operational and Financial Management**
- Qualifications **Leisure and Tourism Degree**
- Experience **17 years experience at various management levels within the hospitality industry**

**Optional statements**

- The following matters will be included in the Risk Register
  - As discussed during Contract Management process.
- If the Contractor is to provide Service Information for his plan**
  - The Service Information for the Contractor’s plan is in the ITT Response as of the 25.08.16.
- If a plan is identified in the Contract Data**
  - The plan identified in the Contract Data is **N/A**
- If Option A, C or E is used**
  - The price list is See REDACTED.
- If Option A or C is used**

The £2,008,020 contract value is based on the combination of the Service Delivery and Innovation proposal for the first year, as per the tender documentation. The proposed innovation suggestions will be reviewed and agreed by STFC and Baxter Storey throughout the contract management process (Task Orders will be agreed annually with agreed budgets as per the specification and agreement between STFC and Baxter Storey).
- If Option Y(UK)1 is used**
  - The project bank is **N/A**
  - named suppliers are **N/A**

