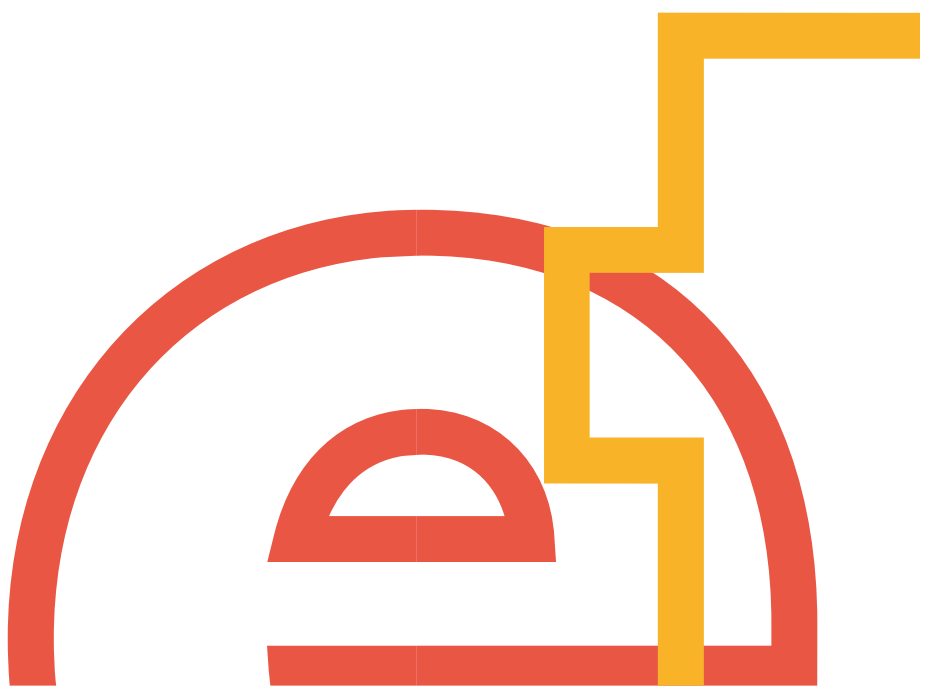


thirteen

Managing and building homes

**THIRTEEN HOUSING GROUP LTD
STANDARD TERMS AND CONDITIONS OF CONTRACT
FOR THE PURCHASE OF SERVICES/GOODS**



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PART A - OPERATIVE PROVISIONS

A1. DEFINITIONS

The terms and expressions used in these Conditions shall have the meanings set out below:

- words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- words importing the masculine include the feminine and the neuter;
- the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
- 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;
- 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;
- headings are included for ease of reference only and shall not affect the interpretation or construction of these Conditions;
- references in these Conditions to any Paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to these Conditions so numbered;
- reference to a Clause is a reference to the whole of that clause unless stated otherwise;

Authorised Officer	the person duly appointed by the Company and notified in writing to the Contractor to act as the representative of the Company for the purpose of the Contract in the Contract Particulars or as amended from time to time and in default of such notification the Company’s head of procurement or similar responsible officer
Business Day	any day, which is not a Saturday or a Sunday, or a public or bank holiday in England
Change in Law	the coming into effect or repeal (without re-enactment or consolidation) of any Law, or any amendment, modification, or variation to any Law, or any judgement of a relevant court of law

which changes binding precedent in England in each case after the date of this Contract

Commencement Date

the commencement date set out in the Contract Particulars

Confidential Information

any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the Goods or Services, the business, affairs, properties, assets, pricing, financial trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party, all personal data and sensitive personal data (within the meaning of the DPA) or information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person

Contract

the agreement in respect of the provision of the Goods and/or the Services consisting of the following listed documents, which shall be read as one document. In the event of ambiguity, conflict or contradictions between these documents the conflict will be resolved according to the following order of priority

1. the Contract Particulars;
2. the Standard Terms and Conditions; and
3. the Tender except to the extent that any element of the Tender has been included in the Contract Particulars

Contractor

the contractor identified on the Contract Particulars with whom the Company enters into the Contract and where applicable this shall include the

	contractor's Employees, sub-contractors, agents, representatives, and permitted assigns and, if the contractor is a consortium or consortium leader, the consortium members.
Contract Manager	the person identified in the Contract Particulars as the contract manager and any replacement from time to time in accordance with clause B3.2
Contract Particulars	the document submitted by the Company to the Contractor detailing the specific core terms agreed between the parties with regard to the Goods and/or Services
Contract Period	the period as set out in the Contract Particulars (and any extension in accordance with term B1
Control	control as defined by section 416 of the Income and Corporation Taxes Act 1988
Company	Thirteen Housing Group Ltd or any Group Company that may be identified in the Contract Particulars.
Data Protection Legislation	the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Delivery Instructions	the instructions provided in the Contract Particulars and any other information that the Company considers appropriate to the provision of the Goods and/or Services
EIR	The Environmental Information Regulations 2004.
FOIA	The Freedom of Information Act 2000.
Force Majeure	any event or occurrence which is

	<p>outside the reasonable control of either party concerned and which is not attributable to any act or failure to take preventative action by that party, including without limitation: acts of God, war, industrial action (subject to clause H6), protests, fire, flood, storm, tempest, epidemic, explosion, acts of terrorism and national emergencies, violent storm, persistent and malicious damage.</p>
Good Industry Practice	<p>the standards, practices, methods and procedures conforming to the Law and using the exercise of such degree of skill, diligence, care and foresight which would reasonably and ordinarily be expected from a skilled and experienced contractor engaged in the supply of services similar to the Services under the same or similar circumstances as those applicable to the Contract.</p>
Goods	<p>any goods, which are to be supplied by the Contractor under the Contract, as specified in the Contract Particulars</p>
Group Company	<p>in relation to either party, a subsidiary of that party or a holding company of that party or any other subsidiary of that holding company.</p>
HRA	<p>The Human Rights Act 1998.</p>
Intellectual Property Rights	<p>patents, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, know-how rights, brand names, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off and including all applications and rights to apply for any of the same together with all or any goodwill relating to the same.</p>

Invitation to Tender	the Company's invitation to contractors for offers to supply it with the Goods and/or Services pursuant to the Contract
Key Personnel	those persons named in the Contract Particulars as being key personnel and any replacement from time to time under clause B3.
Law	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, bye-law, regulatory policy, guidance or industry code, judgement of a relevant court of law, or directives or requirements of any regulatory body of which the Contractor is bound to comply.
Liabilities	in relation to any matter, all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.
Order	an order for Goods and/or Services issued by the Company from time to time to be provided where the Contract is identified in the Contract Particulars to be delivered by call off
Price	the price of the Goods and/or Services as set out in the Contract Particulars. Unless otherwise stated, any reference to Price shall be regarded as being exclusive of properly chargeable VAT, which shall be separately accounted for
Pricing Schedule	the schedule from the Tender detailing the pricing and more particularly defined in the Contract Particulars (if applicable)

Regulated Activity	as defined in the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation)
Replacement Contractor	any third party, company, organisation or person appointed by the Company who replaces the Contractor in relation to the supply of any goods and/or services which are the same as or substantially similar to any of the Goods and/or Services following termination or expiry of all or part of this Contract
Services	the services described in the Specification to be supplied by the Contractor together with all equipment required and any associated goods provided by the Contractor in relation to those Services.
Special Terms and Conditions	the additional terms and conditions attached which were set out in the Invitation to Tender
Specification	the specification included in the Contract Particulars setting out the Company's detailed requirements in relation to the Goods and/or Services
Standard Terms and Conditions	the terms and conditions set out in this document
Tender	the documents submitted by the Contractor to the Company in response to the Company's Invitation to Tender to supply it with the Goods and/or Services pursuant to the Contract
Transferring Employees	all employees of the Contractor or any subcontractor assigned to the provision of the Services immediately before the termination or expiry of all or any part of the Services or the Contract (as appropriate)
TUPE	The Transfer of Undertakings (Protection of Employment)

Regulations 2006

Working Hours

means the normal working hours of the Company as notified to the Contractor by the Company from time to time

A1.1 Any reference to a person shall include any natural person, partnership, joint venture, body corporate, incorporated association, government, governmental agency, persons having a joint or common interest, or any other legal or commercial entity or undertakings and their successors and permitted assignor transferees.

A1.2 A reference to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to the statute, order, regulation or instrument as amended by any subsequent statute, order, regulation or instrument or as contained in any subsequent re-enactment.

A2. HEADINGS

A2.1 The index and headings to the clauses and appendices to and schedules of this Contract are for convenience only and will not affect its construction or interpretation.

A3. NOTICES

A3.1 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served personally, by fax or by sending it by registered post or recorded delivery to the address or fax number notified to each other as set out in the Contract Particulars.

A3.2 Any notice served personally will be deemed to have been served on the day of delivery; any notice sent by post will be deemed to have been served 48 hours after it was posted; any notice sent by fax will be deemed to have been served 24 hours after it was despatched save where the deemed date of service falls on a day other than a Business Day in which case the date of service will be the following Business Day.

A4. ENTIRE AGREEMENT

A4.1 The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause A4 shall not exclude liability in respect of any fraudulent misrepresentation.

A4.2 These Standard Terms and Conditions shall apply to each contract to the exclusion of any other terms and conditions on which any quotation or Tender which has been given by the Contractor to the Company or

subject to which the Order is accepted or purported to be accepted by the Contractor.

PART B – BASIS OF THE PROVISION OF GOODS AND/OR SERVICES

B1. CONTRACT PERIOD

- B1.1 The Contract shall commence on the Commencement Date and shall continue for the Contract Period unless it is otherwise terminated in accordance with the provisions of the Contract or otherwise lawfully terminated or extended under clause B1.2.
- B1.2 If the Contract Particulars includes an option to extend the Contract Period and the Company intends to take up the option, the Contractor shall be notified in writing within the period stated in the Contract Particulars prior to the commencement of the extension. If no such notification is issued the Contract shall automatically expire after the initial Contract Period.

B2. PERFORMANCE

- B2.1 The Contractor shall supply and, where relevant, install the Goods and/or provide the services in accordance with the Specification in the Contract Particulars and supply the Contractor with any instruction or other information required to enable the Company to accept delivery of the Goods and/or services.
- B2.2 The Contractor shall supply the Services in accordance with the Company's requirements as set out in these Terms and Conditions, the Contract Particulars and the Service Levels. The Contractor will supply the Company with any instruction or other information required to enable the Company to accept performance of the Services.
- B2.3 The Goods and/or Services shall be delivered to the address specified in the Contract Particulars and in accordance with any Delivery Instructions. If no time for delivery is stated in the Delivery Instructions the Goods and/or Services shall be delivered between 9 a.m. and 5 p.m. on a Business Day. The Company reserves the right to amend any delivery instruction before or during the performance of the Contract.
- B2.4 The time of the delivery of the Goods and/or performance of the Services is of essence to the Contract. If the Contractor fails to deliver the Goods and/or perform the Services within the time specified in the Contract Particulars or fails to meet any milestones specified in the Contract Particulars or fails to meet the agreed Service Levels, the Company may release itself from any obligations to accept and pay for the Goods and/or Services and/or terminate the Contract, in either case, without prejudice to any other rights and remedies of the Company.

- B2.5 The Company shall be under no obligation to accept or pay for any Goods supplied and/or Services performed earlier than the date for delivery/performance stated in the Contract Particulars.
- B2.6 If requested by the Company, the Contractor shall provide the Company with samples of Goods for evaluation and approval, and such Goods shall be provided at the Contractor's cost and expense.
- B2.7 The Contractor shall ensure that the Goods are fully compatible with any of the Company's equipment, to the extent specified in the Contractor Particulars.
- B2.8 The Company will have the right to observe the Contractor's performance of the Services if the Services are not being performed on the Company's premises, or inspect or test the Goods either when they are complete or when they are in the process of manufacture, during the normal business hours on reasonable notice at the Contractor's premises.
- B2.9 If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the Company which prevents or hinders, or may prevent or hinder the Contractor from performing the Services or delivering the Goods in accordance with the Contract, the Contractor shall inform the Company and the Company may, at its absolute discretion, extend the period of the Contract accordingly.
- B2.10 Where the Goods are delivered by the Contractor, the point of delivery shall be when they are removed from the transporting vehicle and delivered in accordance with the Delivery Instructions. Where the Goods are collected by the Company from the Contractor, the point of delivery shall be when they are loaded onto the Company's vehicle.
- B2.11 Except where otherwise provided in the Contract, delivery shall include the uploading or stacking of the Goods by the Contractor at such places the Company may direct in the Contract Particulars.
- B2.12 The issue by the Company of a receipt note for the Goods shall not constitute any acknowledgement of the condition or nature of those Goods. The Company shall not be deemed to have accepted any Goods until it has had reasonable opportunity to inspect them following delivery or within a reasonable time after any latent defect in the Goods has become apparent.
- B2.13 A delivery note stating the number of the Order must accompany each consignment of the Goods and must be displayed prominently.
- B2.14 All Goods must be properly packaged to survive transit without damage, clearly and legibly labelled and addressed. The Company will not be liable to pay for any pallets, packages or containers in which Goods are supplied and, if required by the Company, the Contractor will pay all reasonable costs incurred by the Company for the disposal of any

packaging in accordance with all relevant Laws.

- B2.15 Unless expressly agreed to the contrary, the Company shall not be obliged to accept delivery by instalments. If the Company does specify or agree to delivery by instalments, delivery of any one instalment not in accordance with the Delivery Instructions shall, without prejudice to any other rights or remedies of the Company, entitle the Company to terminate the whole of any unfulfilled part of the Contract without further liability to the Contractor.
- B2.16 If the Contractor at any time becomes aware of any material matter that could affect the performance of the Services or the Goods in accordance with the Contract, the Contractor shall inform the Company immediately.
- B2.17 The Company retains the Contractor for the performance of the Services or provision of the Goods on a non-exclusive basis.
- B2.18 The Company shall be entitled to reject all or part of the Goods delivered or the Services performed which are not in accordance with the Contract, including a right to reject defective Goods even if the defect is minor.
- B2.19 The Company shall not be deemed to have accepted the Goods merely by virtue of its having incorporated or converted them into other products or works.
- B2.20 The Company shall not be deemed to have accepted the Goods or Services by virtue of having required the Contractor to repair or replace Goods or Services under the Contract.

B3. CONTRACT MANAGER

- B3.1 The Contractor shall employ a competent and authorised Contract Manager empowered to act on behalf of the Contractor for all purposes connected with the Contract.
- B3.2 The Contractor shall forthwith give notice in writing to the Company of any change in the identity, address and telephone numbers of the person appointed as Contract Manager. The Contractor shall give maximum possible notice to the Company before changing its Contract Manager.

B4. ORDERING PROCESS

- B4.1 Where this Contract is identified as requiring Orders in the Contract Particulars the Contractor shall accept Orders made in writing by the Company under the provisions of this clause.
- B4.2 Except where specified Orders are required to call off the Goods and/or Services the Company gives no guarantees whatsoever as to when any Order will be placed during the Contract Period or under the Contract.

B5. RISK IN AND TITLE TO GOODS

- B5.1 Risk in any Goods or goods provided as part of the Services shall pass to the Company upon delivery without prejudice to any rights of rejection which may accrue to the Company under the Contract or otherwise.
- B5.2 The property in the Goods or the goods provided, as part of the Services shall pass to the Company upon delivery, unless payment for the Goods or Services is made prior to delivery, when it shall pass to the Company once payment has been made and the Goods and/or Services have been appropriated to the Contract.

B6. WARRANTY

- B6.1 The Contractor warrants to the Company that it is fully experienced, qualified and equipped to perform its obligations under the Contract, and warrants that the Goods will:
- B6.1.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for purpose as required by the Specification or held out by the Contractor
- B6.1.2 be free from defects in design, material and workmanship
- B6.1.3 correspond with any Specification or sample
- B6.1.4 be provided in accordance with the Contract, correspond with the Specification and any drawings, samples or descriptions provided by the Contractor
- B6.1.5 is so formulated, designed, constructed, finished and packaged as to be safe and without risk to health
- B6.1.6 comply with all statutory requirements, bye-laws and EU directives and regulations relating to the manufacture and sale of the Goods, product safety, packaging, labelling, use, installation and maintenance (including the appropriate British Standard or equivalent specification unless otherwise agreed); and
- B6.1.7 comply with the general requirements of safety in terms of risk presented to the health and safety of persons
- B6.2 The Contractor warrants to the Company that to the extent that services are associated with the installation/delivery of the Goods be performed by appropriately qualified, trained and experienced personnel with a high standard of skill, care and diligence and in accordance with Good Industry Practice.

- B6.3 The Contractor warrants to the Company that the Services will be provided:
- B6.3.1 in a proper, skilful and workmanlike manner;
 - B6.3.2 by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with Good Industry Practice;
 - B6.3.3 in accordance with the Contract and any descriptions provided by the Contractor;
 - B6.3.4 with all reasonable care and skill by appropriately trained personnel and in accordance with the Service Levels, if any;
 - B6.3.5 to the reasonable satisfaction of the Authorised Officer;
 - B6.3.6 by Key Personnel (if any) who shall not be released from providing the Services permanently without the agreement of the Company, except by reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by the Company, or the element of the Services in respect of which the individual was engaged has been completed to the Company's satisfaction or other extenuating circumstances explained to the Company. Any replacements for the Key Personnel shall be subject to the agreement of the Company and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services. The cost of effecting such replacement shall be borne by the Contractor; and
 - B6.3.7 in a way that the Contractor takes every reasonable precaution to safeguard the Company's property entrusted to the care of the Contractor
- B6.4 The Contractor warrants to the Company that to the extent that any goods, equipment or consumables are provided as part of the Services they will:
- B6.4.1 be free from defects in design, material and workmanship; and
 - B6.4.2 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health
- B6.5 Each right or remedy of the Company is without prejudice to any other right or remedy of the Company, whether or not under the Contract.

B6.6 If Goods are not delivered or Services are not performed on the due date then the Company shall be entitled to:-

B6.6.1 deduct from the Price or (if the Company has paid the Price) to claim from the Contractor by way of liquidated damages for delay the percentage of the Price specified in the Contract Particulars if any; and/or

B6.6.1 cancel the Order (or any part) or any other orders placed with the Contractor without liability to the Company and purchase substitute items or services elsewhere and recover from the Contractor any loss or additional costs incurred.

B6.7 Without prejudice to the Company's rights to terminate under clause D1 (Termination), if any of the Goods and/or Services supplied are not in accordance with the Contract, the Company shall be entitled to:

B6.7.1 require the Contractor to provide replacement Goods and/or Services in accordance with the Contract as soon as reasonably practicable and in any event within fourteen (14) days of a request to do so; or

B6.7.2 subject to clause E2 (Indemnity and Liability) require repayment of the proportion of the Price which has been paid in respect of such Goods and/or Services together with payment of any additional expenditure over and above the Price reasonably incurred by the Company in obtaining replacement Goods and/or Services.

B7. CONTRACTOR'S EMPLOYEES

B7.1 The Company reserves the right under the Contract to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Company:

B7.1.1 any Employees; and/or

B7.1.2 any person employed or engaged by a sub-contractor, agent or servant of the Contractor

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

B7.2 When directed by the Company, the Contractor shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Contract to any premises occupied by or on behalf of the Company, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Company may reasonably desire.

- B7.3 The Employees, engaged within the boundaries of any of the Company's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.
- B7.4 The decision of the Company as to whether any person is to be refused access to any premises occupied by or on behalf of the Company shall be final and conclusive.
- B7.5 The Contractor shall replace any of the Employees who the Company reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Employees for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- B7.6 The Contractor shall bear the cost of or costs arising from any notice, instruction or decision of the Company under this clause.

B8. CONTRACTORS PERSONNEL

- B8.1 Where the provision of the Services requires any of the Contractor's employees or volunteers to work in a Regulated Activity with children and/or vulnerable adults, the Contractor will make checks in respect of such employees and volunteers with the Disclosure & Barring Service (DBS) for the purpose of checking at an enhanced level of disclosure for the existence of any criminal convictions subject to the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (as amended) or other relevant legislation and that the appropriate check of the Children's Barred List relating to the protection of children.
- B8.2 The Contractor will comply with the requirements of the Safeguarding of Vulnerable Groups Act 2006 (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation) in respect of such employees and volunteers that work in a Regulated Activity.
- B8.3 The Contractor will ensure that all enhanced checks for a Regulated Activity including the appropriate barred list check or checks are renewed every three years.
- B8.4 The Contractor will not employ any person or continue to employ any person to provide the Regulated Activities who is prevented from carrying out such activities under the Safeguarding of Vulnerable Groups Act 2006 and will notify the Company immediately of any decision to employ such person in any role in connection with the Contract or any other agreement or arrangement with the Company.
- B8.5 The Contractor undertakes to ensure that they shall adhere to and comply with any guidelines and/or codes of practice issued by the

- Company when selecting and/or recruiting personnel who may have substantial and/or unsupervised access to children and vulnerable adults.
- B8.6 Where the provision of the Services does not require any of the Contractor's employees or volunteers to work in a Regulated Activity but where the Contractor's employees or volunteers may nonetheless have contact with children and/or vulnerable adults the Contractor will in respect of such employees and volunteers:
- B.8.6.1 Carry out appropriate employment checks; and
 - B.8.6.2 Carry out such other checks as may be required by the DBS from time to time throughout the Contract Period
- B8.7 Neither the Contractor nor any sub-contractors are to have direct contact with children and/or vulnerable adults during any delivery or attendance at the premises of the Company. The Contractor shall ensure that those engaged in undertaking the duties under the Contract, including employees, servants, agents, volunteers and others are of suitable standing and good character.
- B8.8 The Contractor shall provide details of employee disciplinary and grievance procedures and other policies, which the Company may request from time to time.

PART C - PRICE AND PAYMENT

C1. PRICE AND PAYMENT

- C1.1 The Company shall pay the Price for the Goods and/or Services to the Contractor. Unless otherwise stated on the Contract Particulars, the Price shall include all charges for packaging, shipping, carriage, insurance and delivery of the Goods and or Services to the Company's specified delivery address and any duties, imposts or levies other than VAT.
- C1.2 The Company shall be entitled to a discount for prompt payment, bulk purchase, volume or purchase customarily granted by the Contractor. The Contractor shall immediately notify the Company of any increase in any credit period and/or rates of discount which the Contractor extends to its customers.
- C1.3 Unless otherwise stated in the Order the Contractor may only invoice the Company on or after delivery of the Goods or the supply of the Services with a separate invoice for each individual delivery or supply. Invoices will not be accepted unless they quote the number of the relevant Order. Invoices shall be sent to the address specified in the Contract Particulars.
- C1.4 The Contractor shall submit a single VAT invoice to the Company no later than seven (7) days after the end of each calendar month detailing the Services provided during the calendar month and the amount payable.

- C1.5 Payment of any undisputed invoice will be made no later than thirty (30) days following the date of receipt of the invoice by the Company.
- C1.6 Time of payment shall not be of the essence of the Contract.
- C1.7 The Company reserves the right to withhold payment of the relevant part of the Price without payment of interest where the Contractor has either failed to provide the Goods and/or Services at all or has provided the Goods and/or Services inadequately and any invoice relating to such Goods and/or Services will not be paid unless or until the Goods and/or Services have been performed to the Company's satisfaction.
- C1.8 The Contractor is not entitled to suspend provision of the Goods and/or Services as a result of any overdue sums.
- C1.9 The Company will be entitled but not obliged at any time or times without notice to the Contractor to set off any liability of the Company to the Contractor against any liability of the Contractor to the Company (in either case howsoever arising and whether any such liability is present or future, liquidated or unliquidated and irrespective of the currency) and may for such purpose convert or exchange any sums owing to the Contractor into any other currency or currencies in which the obligations of the Company are payable under this Contract. The Company's rights under this clause will be without prejudice to any other rights or remedies available to the Company under this Contract or otherwise.
- C1.10 The Contractor's rates and prices set in the Tender shall be adjusted after each anniversary of the Commencement Date in proportion to the change at that date in the Consumer Price Index during the previous twelve month period. Such adjusted rates and prices shall be deemed to be the rates and prices in the Tender in substitution for the previous said rates and prices for the purposes of all of the Services provided from the first day of the thirteenth month. All adjusted rates and prices must be agreed and signed by all parties.
- C1.11 Further details of payment, if any, are set out in the Pricing Schedule.
- C1.12 The contractor agrees to pay and sub contractors employed to perform services for or in relation to the contract within 30 days.

Contracting authorities shall ensure that every public contract which they award contains suitable provisions to require the following:—

- (a) that any payment due from the contracting authority to the contractor under the contract 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;
- (b) that any invoices for payment submitted by the contractor are considered and verified by the contracting authority in a timely fashion

- and that undue delay in doing so is not to be regarded as sufficient justification for failing to treat an invoice as valid and undisputed; and
- (c) that any subcontract awarded by the contractor imposes, as between the parties to the subcontract—
- (i) obligations similar to those which sub-paragraphs (a) and (b) require to be imposed as between the parties to the public contract; and
 - (ii) an obligation requiring the subcontractor to include in any subcontract which it in turn awards provisions imposing, as between the parties to that subcontract, requirements similar to those required by paragraphs (i) and (ii) of this sub-paragraph.

PART D - TERMINATION AND CONSEQUENCES OF TERMINATION

D1. TERMINATION

D1.1 Subject to the provisions of clause H6 (Force Majeure) the Company may terminate the Contract with immediate effect by notice in writing to the Contractor on or at any time if:

- D1.1.1 the Contractor is unable to pay its debts as they fall due or is insolvent;
- D1.1.2 the Contractor suspends making payments on any of its debts or announces an intention to do so;
- D1.1.3 a moratorium is declared in respect of the Contractor's indebtedness;
- D1.1.4 the Contractor ceases or threatens to cease to carry on its business or substantially the whole of its business;
- D1.1.5 the Contractor is dissolved or struck off;
- D1.1.6 any action, legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation or with a view to: -
 - D1.1.6.1 the winding up, dissolution, administration or reorganisation of the Contractor;
 - D1.1.6.2 a composition, assignment or arrangement with any creditor of the Contractor;
 - D1.1.6.3 the appointment of a liquidator, trustee in bankruptcy, judicial custodian, compulsory manager, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of the Contractor or any of its assets;
 - D1.1.6.4 the enforcement of any security over any of the assets of the Contractor;

- D1.1.6.5 the commencement of any analogous procedure or step in relation to the Contractor in any jurisdiction other than England and Wales; or
 - D1.1.7 the Company reasonably believes that any of the events mentioned above is about to occur in relation to the Contractor and notifies the Contractor accordingly;
 - D1.1.8 the Contractor is convicted of a criminal offence; or
 - D1.1.9 the Contractor ceases or threatens to cease to carry on its business; or
 - D1.1.10 the Contractor has a change in Control which the Company believes will have a substantial impact on the performance of the Contract; or
 - D1.1.11 there is a risk or a genuine belief that reputational damage to the Company will occur as a result of the Contract continuing; or
 - D1.1.12 the Contractor is in material or substantial breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Company within 14 days, or such other reasonable period as may be specified by the Company after issue of a written notice specifying the breach and requesting it to be remedied; or
 - D1.1.13 there is a material or substantial breach by the Contractor of any of its obligations under this Contract which is incapable of remedy; or
 - D1.1.14 the Contractor commits persistent minor breaches of this Contract whether remedied or not
- D1.2 For the purposes of Terms D1.1.12, D1.1.13 and D1.1.14;
- D1.2.1 a breach is capable of remedy if time is not of the essence in performance of the obligation and if the Contractor can comply with the obligation within the 14 day period;
 - D1.2.2 a breach can be material irrespective of whether any actual loss has been incurred or will be incurred as a consequence of the breach or intended breach; and
 - D1.2.3 a material breach means a breach (including an anticipatory breach), which is serious in the widest sense of having a serious effect on the benefit, which the Company would otherwise derive from a substantial portion of these Terms over any [one] month

- D1.3 The Company reserves the right to terminate the Contract in part in the case of termination under Terms D.1.1.12, D1.1.13 and D1.1.14.
- D1.4 Where this Contract is subject to Orders as specified in the Contract Particulars the Company has the right to terminate any individual Order or Orders or the whole Contract under the provisions of this clause D1.
- D1.5 The Company reserves the right to terminate the Contract at will, in whole or in part, at any time with or without notice except that it will give as much notice as possible in the circumstances.

D2. CONSEQUENCES OF TERMINATION

- D2.1 Any expiry or termination of this Contract for whatever reason shall not affect any rights or liabilities which have accrued on or before the date of termination or expiry and the provisions of any clauses expressed to have effect after expiry or termination of this Contract shall continue to have effect.
- D2.2 If this Contract is terminated in whole or in part the Company shall:
- D2.2.1 be liable to pay to the Contractor only such elements of the Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination; and/or
 - D2.2.2 except for termination under clause D1.4, be entitled to deduct from any sum or sums which would have been due from the Company to the Contractor under this Contract or any other contract and to recover the same from the Contractor as a debt any sum in respect of any loss or damage to the Company resulting from or arising out of the termination of this Contract. Such loss or damage shall include the reasonable cost to the Company of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Goods and/or Services or any parts of them; and/or
 - D2.2.3 where termination arises under clause D1.4, pay to the Contractor any reasonable, direct and quantifiable costs reasonably incurred by the Contractor due to early termination subject to the maximum liability provision in clause E1.E2.4 and/or
 - D2.2.4 in the event that any sum of money owed by the Contractor to the Company (the Contractor's debt) exceeds any sum of money owed by the Company to the Contractor (the Company's debt) under this Contract then the Company shall, at its sole discretion, be entitled to deduct the Contractor's debt from any future Company's debt or to recover the Contractor's debt as a civil debt.

D2.3 Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the Contract.

D3. DISPUTE RESOLUTION PROCEDURE

D3.1 If a dispute arises between the Company and the Contractor in connection with the Contract, the parties shall each use reasonable endeavours to resolve such dispute by means of prompt discussion at an appropriate managerial level.

D3.2 If a dispute is not resolved within fourteen (14) days of referral under clause D3.1 then either party may refer it to the Chief Executive or appropriate nominated officer of each party for resolution who shall meet for discussion within 14 days or longer period as the parties may agree.

D3.3 Provided that both parties consent, a dispute not resolved in accordance with clauses D3.1 and D3.2, shall next be referred at the request of either party to a mediator appointed by agreement between the parties within 14 days of one party requesting mediation with the costs of mediation determined by the mediator.

D3.4 Nothing in this clause shall preclude either party from applying at any time to the English courts for such interim or conservatory measures as may be considered appropriate.

D4. SURVIVAL

D4.1 The following clauses will survive termination or expiry of the Contract: Clause B5 (Risk in and Title to the Goods), Clause D2 (Consequences of Termination), Clause F1 (Intellectual Property), Clause F2 (Confidentiality and Publicity), Clause F3 (Data Protection), Clause F4 (Freedom of Information), Clause F5 (Record Keeping and Monitoring), Clause G4 (TUPE and Re-Tendering), Clause H4 (Severance), Clause H10 (Non Solicitation and Offers of Employment) and Clause H12 (Law and Jurisdiction).

PART E - INSURANCE AND LIABILITIES

E1. INSURANCE

E1.1 The Contractor shall maintain insurance necessary to cover any liability arising under the Contract as set out in the Contract Particulars.

E1.2 The Contractor shall prior to the Commencement Date and on each anniversary of the Commencement Date and/or upon request provide evidence that all premiums relating to such insurances have been paid.

E1.3 If the Contractor does not maintain the necessary insurances under the Contract the Company may insure against any risk in respect of the default and may charge the Contractor the cost of such insurance together with a reasonable administration charge.

E2. INDEMNITY AND LIABILITY

E2.1 Neither party seeks to exclude or limit its liability for:

E2.1.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);

E2.1.2 fraudulent misrepresentation; or

E2.1.3 any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited

E2.2 Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) however caused.

E2.3 Subject to clauses E2.1, E2.2 and E2.5, the Contractor's liability to the Company under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to 100% of the proportion of the Price which is paid and payable at the time that the liability arises.

E2.4 Subject to clauses E2.1 and E2.2, the Company's liability to the Contractor under the Contract whether in contract, tort (including negligence) or otherwise shall be limited to 100% of the proportion of the Price which is paid and payable at the time that the liability arises.

E2.5 The Contractor shall indemnify the Company in full without limit of liability for any direct loss of or damage to the real or personal property of the Company or any third party, including Intellectual Property Rights, or injury claimed by any third party and against all Liabilities awarded against or incurred by the Company (including legal expenses on an indemnity basis) arising from: -

E2.5.1 the Contractor's negligence;

E2.5.2 any defect or fault in the Goods and/or Services or any act or omission of the Contractor in delivering the Goods and/or Services;

E2.5.3 any act or omission of the Contractor or its employees, agents or sub-contractors in supplying, delivering and installing the Goods and in performing the Services, including any injury, loss or damage to persons caused or contributed to by any of their

negligence or by faulty design, workmanship or materials (except to the extent that the injury, loss or damage is caused by the negligent act or omission of the Company);

- E2.5.4 any liability under the Consumer Protection Act 1987 in respect of the Goods;
- E2.5.5 any liability under the General Product Safety Regulations 2005 in respect of the Goods and any claims which might arise as a result of the Goods being a risk to health and safety/unsafe;
- E2.5.6 breach of any warranty given by the Contractor in relation to the Goods or the Services; [any claim made against the Company in respect of any breach or alleged breach by the Company of any statutory provision, regulation or laws arising from the acts or omissions of the Contractor or its employees, agents or subcontractors.

PART F - PROTECTION OF INFORMATION

F1. INTELLECTUAL PROPERTY

- F1.1 Nothing in this Contract shall give the Contractor any rights in respect of any Specification or Intellectual Property Rights of the Company.
- F1.2 All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
 - F1.2.1 provided to the Contractor by the Company shall remain the property of the Company;
 - F1.2.2 prepared by or for the Contractor specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Company subject to any exceptions set out in the Contract Particulars;
- F1.3 The Contractor will assign with full guarantee and all attached rights, all Intellectual Property Rights created by this Contract to the Company as soon as reasonably practicable or on the reasonable request of the Company.
- F1.4 The Contractor shall obtain necessary approval before using any material, in relation to the performance of the Contract, which is or may be subject to any third party Intellectual Property Rights. The Contractor shall grant or procure that the owner of the Intellectual Property Rights shall grant to the Company a non-exclusive licence, or if the Contractor is itself a licensee of those rights, the Contractor shall grant to the Company an authorised sub-licence, to use, reproduce, and maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, royalty-free, perpetual and irrevocable, shall include the right to

sub-license, transfer, novate or assign to other Group Companies, the replacement Contractor or to any other third party providing services to the Company, and shall be granted at no cost to the Company.

F1.5 It is a condition of the Contract that the Goods and/or Services will not infringe any Intellectual Property Rights of any third party and the Contractor shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Company against all Liabilities which the Company may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to the act or omission of the Company.

F1.6 At the termination of the Contract or at any time during the Contract Period upon the Company's reasonable request the Contractor shall at the request of the Company immediately return to the Company all materials, work or records held in relation to the Goods and/or Services, including any back-up media.

F2. CONFIDENTIALITY AND PUBLICITY

F2.1 Any documents provided by the Company and information which the Contractor may acquire as a result of the Contract shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to the Company and shall not be disclosed disposed of or used for any purpose without prior written consent from the Company.

F2.2 All Confidential Information provided by the Company to the Contractor shall be returned to the Company at the end of the Contract.

F2.3 Each party agrees in relation to the Confidential Information belonging to the other that during the Contract Period and for three years afterwards: -

F2.3.1 it shall keep Confidential Information and the terms of the Contract confidential and shall not disclose it to any third party;

F2.3.2 it shall keep Confidential Information separate from all other information; and

F2.3.3 it shall use the Confidential Information only in so far as is necessary to perform its obligations under the Contract

F2.4 The duty of confidence shall not apply to: -

F2.4.1 Confidential Information that is required by any Law, regulations or pursuant to an order of a competent authority (but only to the extent that the purpose of the disclosure is required by Law); and

F2.4.2 where the receiving party, of which can demonstrate by documentary evidence, has been in possession prior to disclosure by the other party and not subject to any other obligations as to confidentiality

F2.5 Without prejudice to any other rights and remedies each party may have each party agrees that the Confidential Information is valuable and that damages may not be an adequate remedy for any breach of this term F2 and accordingly each party agrees that the parties will be entitled, without proof of special damages, to the remedy of an injunction and other equitable relief for any actual or threatened breach of this term F2.

F2.6 Without prejudice to the Company's obligations under the EIR neither party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other party (such consent not to be unreasonably withheld or delayed).

F2.7 Both parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants, Employees, sub-contractors, agents, professional advisors and consultants.

F3. DATA PROTECTION

F3.1 Each party shall ensure that it shall comply with the provisions and obligations imposed on it by the Data Protection Legislation.

All personal data acquired by either party from the other shall be returned or deleted (at the option of the requesting party) on request, except to the extent Contract or under any applicable legislation relating to the Goods and/or Services or their performance or to the parties.

F3.2 Where personal data is requested, the Company's Data Subject Access Request procedure must be followed. Under the terms of the Data Protection Act 1998, any individual has the right to request access to information held about them. The Company will consider whether the information can be provided, or whether an exemption under the Data Protection Act 1998 needs to be applied to enable the request to be denied. Where a third party can be identified from the information, we are not obliged to comply with the request.

F3.3 The Contractor shall be responsible for the acts and omissions of any third party with whom it contracts or who processes data on its behalf as it is for its own acts and omissions in relation to the matters provided for by this term F3.

F3.4 The parties acknowledge that the Company is the data controller of all personal data processed by the Contractor for the Company in providing the Goods and/or Services. The Contractor will act in relation to such personal data of which the Company is the data controller as data processor on behalf of the Company as data controller and shall act only

in accordance with the Company's reasonable instructions in relation to the personal data.

- F3.5 Without prejudice to the Contractor's other obligations in respect for information security, the Contractor shall: -
- F3.5.1 having regard to the state of technological development and to the cost of implementing any measures provide a level of security (including appropriate technical and organisational measures) appropriate to: -
 - 3.5.1.1 the harm that might result from unauthorised or unlawful processing of such personal data or accidental loss, destruction or damage of such personal data; and
 - 3.5.1.2 the nature of the data;
 - F3.5.2 take reasonable steps to ensure the reliability of the Contractor's personnel who have access to the personal data; and
 - F3.5.3 inform the Company as soon as reasonably practicable of any particular risk to the security of any of the Company's computer networks of which it becomes aware and of the categories of personal data and individuals which may be affected. The Company will then respond to the breach or potential breach in accordance with our own policies and mechanisms. The Contractor will be responsible for cooperating with the Company in response to any investigation and / or risk assessment which needs to be conducted.
- F3.6 The Contractor shall not, and shall procure that third parties with whom it contracts to process data on its behalf shall not, transfer personal data processed for the Company to another territory outside the European Economic Area except on terms substantially in accordance with the EU standard contractual clauses for the transfer of personal data to processors established in third countries under Directive 95/46 or to a country in which the data protection regime is regarded as adequate for the purposes of the Data Protection Legislation and will not operate in relation to such personal data in any way which will put the Client in breach of its obligations under the Data Protection Legislation.

F3.7 The Contractor shall promptly, and in any event not later than reasonably required in order to enable the Company to fulfil its duties under any: -

F3.7.1 pass on to the Company any enquiries or communication (including subject access requests) from end users relating to their personal data or its processing; and

F3.7.2 provide such information as may be required for the purpose of responding to any such end users or otherwise to comply with duties under Data Protection Legislation

F4. CHANGE OF CONTROL

F4.1 If the Contractor has a change in Control, the Contractor shall inform the Company as soon as reasonably practicable. The Company may in its absolute discretion terminate the Contract if the Contractor experiences a change of Control.

F5. RECORD KEEPING, SECURE DESTRUCTION AND MONITORING

F5.1 In order to assist the Company in its record keeping and monitoring requirements (including any auditing requirements) shall keep and maintain for six (6) years (or such longer time period required in accordance with any specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Goods and/or Services supplied under it, all expenditure reimbursed by the Company, and all payments made by the Company.

F5.2 In regard to retention of personal information, the Data Protection Act 1998 stipulates that personal data should not be kept longer than necessary, or excessively. Therefore, it is essential that personal data is not shared where unnecessary and destroyed once the need for the information has ceased. All parties should have in place a records retention schedule document which sets out the classes of records retained and the length of time records need to be retained before final disposal action is taken. The document retention schedule must apply to information regardless of its format or the media in which it is created or might be held.

F5.3 Disposal action must be undertaken in a secure and timely manner.

F5.4 The Contractor shall on request allow the Company or the Company's representatives such access to (and copies of) those records as may be required by the Company in connection with the Contract

F5.4 The Contractor will at its own cost, provide any information that may be required by the Company to comply with the Company's internal procedures for monitoring of the Contract.

- F5.5 The Contractor recognises that the Company reserves the right to quality check data, to check for accuracy and make amendments where necessary. Principle 4 of the Data Protection Act 1998 states that information stored must be accurate and, where necessary, up-to-date.
- F5.6 Information provided must be transferred in a secure manner which does not compromise the security of the data. Information must also be made available in a compatible format, electronically if required. Records stored and shared via IT systems must be compatible, i.e. will not result in corruption or loss of data

PART G - STATUTORY OBLIGATIONS

G1. HEALTH AND SAFETY

- G1.1 The Contractor shall comply with all health and safety legislation in force and all health and safety policies of the Company.

G2. CORPORATE REQUIREMENTS

- G2.1 The Contractor shall comply with all obligations under the HRA.
- G2.2 The Contractor shall comply with all Company policies and rules, such as, but not limited to:
- G2.2.1 equality and diversity policies;
 - G2.2.2 sustainability;
 - G2.2.3 information security rules;
 - G2.2.4 whistleblowing and/or confidential reporting policies; and
 - G2.2.5 all site rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services
- G2.3 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether age, race, gender, religion, disability, sexual orientation or otherwise) in employment.
- G2.4 The Contractor shall comply with all relevant legislation relating to its Employees however employed including (but not limited to) the compliance in law of the ability of the Employees to work in the United Kingdom.
- G2.4.1 If the Contractor has a finding against it relating to its obligations under clause G2.4 it will provide the Company with:
 - G2.4.2 details of the finding; and

G2.4.3 the steps the Contractor has taken to remedy the situation

G3. LAW AND CHANGE IN LAW

G3.1 The Contractor shall comply at all times with the Law in its performance of the Contract.

G3.2 On the occurrence of a Change in Law which has a direct effect upon the Price the parties shall meet within fourteen (14) days of the Contractor notifying the Company of the Change in Law to consult and seek to agree the effect of the Change in Law and any change in the Price as a result following the principle that this clause is not intended to create an artificial cushion from market forces for the Contractor. If the parties, within fourteen (14) days of this meeting, have not agreed the occurrence or the impact of the Change in Law, either party may refer the matter to dispute resolution in accordance with clause D3.

G3.3 Any agreed additional sums payable as a result of the operation of clause G3.2 shall be included in the Price. For the avoidance of doubt nothing in this Contract is intended to allow the Contractor double recovery of any increase in costs.

G4. TUPE AND RE-TENDERING

G4.1 In the event of expiry or termination of this Contract or whenever reasonably requested by the Company in preparation for tendering arrangements the Contractor will provide the Company with such assistance as the Company may require and provide at no cost to the Company any information the Company (whether on its own account or on behalf of any potential or confirmed Replacement Contractor) may request in relation to the Employees including but not limited to, providing employee liability information if required under Regulation 11 of TUPE.

G4.2 The Contractor authorises the Company to pass any information supplied to any Replacement Contractor or potential Replacement Contractor and the Contractor will secure all necessary relevant consents from the Employees in order to do this

G4.3 The Contractor will keep the Company and any Replacement Contractor indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.

PART H - GENERAL PROVISIONS

H1. CONTRACT VARIATION

- H1.1 Subject to clause H1.2, no variation or modification to the Contract is valid unless it is in writing and signed by the Company and the Contractor.
- H1.2 The Company shall be entitled to issue to the Contractor in writing or, in case of urgency orally (provided the Company confirms oral instructions in writing as soon as it is practicable), variation orders requiring the addition, suspension, reduction or cessation of provision of any Goods and/or Services and/or the provision of emergency Goods and/or Services in accordance with revised Delivery Instructions. The Contractor shall charge for the impact of the variation order in accordance with the rates and prices used to calculate the Price in the Tender.

H2. THIRD PARTY RIGHTS

- H2.1 This Contract is enforceable by the original parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

H3. NO WAIVER

- H3.1 Failure by either party at any time to enforce any one or more of the provisions of this Contract or to require performance by the other party of any of the provisions shall not constitute or be construed as a waiver of the provision or of the right at any time subsequently to enforce all terms and conditions of this Contract nor affect the validity of the Contract or any part of it or the right of the parties to enforce any provision in accordance with its terms.
- H3.2 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause A3 (Notices).

H4. SEVERANCE

- H4.1 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.

H5. ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY

- H5.1 Subject to any express provision of this Contract, the Contractor shall not without the prior written consent of the Company, assign all or any

benefit, right or interest under this Contract or sub-contract any element of the provision of the Services.

H5.2 The Company shall be entitled to assign, novate or dispose of its rights and obligations under this Contract either in whole or part.

H5.3 The Contractor shall remain responsible and liable for the acts and omissions of any other members of a consortium arrangement, sub-contractors, servants, agents and Employees as though they were its own.

H6. FORCE MAJEURE

H6.1 Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.

H6.2 If the Company or the delivery location is affected by circumstance of Force Majeure, the Company shall be entitled to, totally or partially, suspend the date or dates for delivery of the Goods and/or the performance of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Contractor against the Company nor entitle the Contractor to terminate the Contract.

H6.3 Industrial action by, or illness or shortage of the Contractor's Employees, agents or subcontractors, failure or delay by any of the Contractor's suppliers to supply goods, components, services or materials and breach of the Contractor's warranties under clause B6 shall not be regarded as an event of Force Majeure.

H6.4 If the event of Force Majeure continues for more than two (2) months either party may give written notice to the other to terminate the Contract immediately or on a set termination date.

H6.5 If the Contract is terminated in accordance with clause H6.4 neither party will have any liability to the other except that any rights and liabilities, which accrued prior to termination, will continue to exist.

H7. INDUCEMENTS

H7.1 The Contractor shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Company any gift or consideration of any kind as an inducement or reward for doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Company, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract.

H7.2 The Contractor warrants that it has not paid commission nor agreed to pay any commission to any Employee or representative of the Company by the Contractor or on the Contractor's behalf.

H7.3 Where the Contractor engages in conduct prohibited by clauses H7.1 and H7.2 in relation to this or any other contract with the Company, the Company has the right to:

H7.3.1 terminate the Contract and recover from the Contractor the amount of any loss suffered by the Company resulting from the termination, including the cost reasonably incurred by the Company of making other arrangements for the provision of the Services and any additional expenditure incurred by the Company throughout the remainder of the Contract Period; or

H7.3.2 recover in full from the Contractor any other loss sustained by the Company in consequence of any breach of this clause whether or not the Contract has been terminated

H8. COSTS AND EXPENSES

H8.1 Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

H9. NO AGENCY OR PARTNERSHIP

H9.1 Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

H10. NON SOLICITATION AND OFFERS OF EMPLOYMENT

H10.1 The Contractor agrees that it will not, without the prior written consent of the Company, whether directly or indirectly, and whether alone or in conjunction with, or on behalf of, any other person and whether as a principal, shareholder, director, Employee, agent, consultant, partner or otherwise during the Contract Period or for a period of 12 months following termination of this Contract:

H10.1.1 solicit or entice, or endeavour to solicit or entice, away from the Company, any person directly related to the Goods and/or the Services employed in a senior capacity in a managerial, supervisory, technical, sales or administrative capacity by, or who is or was a consultant to, the Company at the date of the termination of this Contract or at any time during the period of one month immediately preceding the date of termination; or

H10.1.2 attempt, or knowingly assist or procure any other person to do the above

H11. INSPECTION OF CONTRACTOR'S PREMISES

H11.1 The Contractor shall permit the Company to make any inspections or tests, which may reasonably be required in respect of the Contractor's premises in relation to the Contract.

H12. LAW AND JURISDICTION

H12.1 This Contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English courts.

H13. MODERN SLAVERY ACT (2015)

H13.1 The Modern Slavery Act 2015 (The Act) makes provision about slavery, servitude and forced or compulsory labour and human trafficking, including provision for the protection of victims. Also provision for an Independent Anti-slavery Commissioner and for connected purposes. You agree to ensure that your organisation and any of your supply chain utilised on this contract or working with Thirteen Group in any capacity adhere to the Modern Slavery Act (2015).