

**Conditions of Contract for Services**

**[List name of contract]**

**Form of Agreement  
Contract Particulars  
Conditions of Contract**

## Form of Agreement

**Contract Name: [insert contract name]**

This Agreement is made on the ..... day of ..... 20\*\* between Centre for Ageing Better Limited, whose Registered Office is located at 15 Alfred Place, London, WC1E 7EB **(the Company)**, and **[insert Contractor name and address] (the Contractor)**

Whereas:

The Company wishes to retain the Contractor **[insert name and description of Services to be provided]**

The Contractor is able and willing to provide the Services for the consideration and upon the terms hereafter appearing.

Payment for the Services shall be in the form described in the Conditions of Contract.

**This Agreement provides as follows:**

1. The following documents only, together with any annexes, schedules or appendices thereto, if any, shall together constitute the "Contract" as created under a Purchase Order or Request for Services between the Company and the Contractor:
  - this Form of Agreement;
  - the Purchase Order or Request for Services issued by the Company to the Contractor;
  - the Contract Particulars;
  - the Conditions of Contract;
  - the Specification;
  - the Pricing Document.
2. For the purpose of identification the Contract Particulars, Conditions of Contract, Special Conditions of Contract, the Specification and the Pricing Document are bound together with the Form of Agreement and have been signed on behalf of the Company and the Contractor.
3. The Contract as defined in accordance with this Form of Agreement constitutes a full statement of the contractual rights and liabilities of the Company and the Contractor in relation to the Services and no negotiations, communications or statements between them, nor any document nor any representation or warranty made by them prior to the date of the Contract in relation to the Services shall be of any contractual effect, or be otherwise binding between the Parties.
4. This Contract may be entered into in the form of two counterparts each executed by one of the parties but, taken together, provided that each Party duly executed such a counterpart, each of the executed counterparts, when duly exchanged or delivered, shall be deemed to be an original and to constitute one Contract.
5. The Company and the Contractor hereby agree that any pre-contractual representations and warranties, whether made orally or in writing, shall be of no legal effect whatsoever, with the result that neither Party shall be entitled to found any claim to damages in reliance thereon.
6. The Price takes the definition assigned to it in the Conditions of Contract.

**In witness of the above** the Parties have signed this Agreement on the date written at the head of this Form of Agreement.

**Signed on Behalf of Centre for Ageing Better Limited (the Company)**

Signature .....

Name .....

Position .....

Date .....

**Signed on behalf of ..... [insert name] ..... (the Contractor)**

Signature .....

Name .....

Position .....

Date .....

## **Contract Particulars (to be completed at the Contract award stage)**

### **Commencement Date**

[insert the Contract commencement date]

### **Initial Expiry Date**

[insert the initial Contract expiry date]

### **Extended Expiry Date [if applicable]**

Means the expiry date stipulated by the Company in the notice issued by the Company to the Contractor under Condition 13.2, such date to be no later in time than the [insert extended period].

### **Payment Terms**

In accordance with Condition 9 of the Conditions of Contract.

### **Insurances**

In accordance with Condition 11 of the Conditions of Contract, the Contractor shall take out and maintain in full force and effect with a reputable insurance company the following minimum insurances for the duration of the Contract:

1. Public Liability insurance – £5 million
2. Employer's Liability insurance – £5 million
3. Professional Indemnity insurance – 1 million

### **Name of the Company's Contract Administrator**

[insert name of Contract Administrator]

### **Address for Notices to the Company**

Centre for Ageing Better Limited  
15 Alfred Place  
London  
WC1E 7EB

**Conditions of Contract**

**Contents**

Contents..... 6

1. **Definitions** ..... 7

2. **Interpretation** ..... 9

3. **Conditions Applicable** ..... 10

4. **General**..... 10

5. **Warranty, Specification and Contractor’s Obligations** ..... 11

6. **Inspection and Rejection** ..... 12

7. **Contract Administrator** ..... 12

8. **Price** ..... 12

9. **Payment** ..... 13

10. **Indemnity**..... 14

11. **Insurance**..... 15

12. **Compliance with Applicable Laws**..... 15

13. **Term and Termination** ..... 15

14. **Dispute Resolution** ..... 16

15. **Notices** ..... 17

16. **Variations** ..... 17

17. **Assignment and Sub Contracting** ..... 17

18. **Waiver**..... 17

19. **Force Majeure** ..... 17

20. **Confidentiality**..... 17

21. **Conflict of Interest** ..... 18

22. **Intellectual Property** ..... 19

23. **Equality and Diversity** ..... 19

24. **Legal Relationship**..... 20

25. **Rights of Third Parties** ..... 20

26. **Governing Law**..... 20

Annex 1 - Specification..... 21

Annex 2 - Pricing Document..... 22

Annex 3 – Data Sharing Schedule..... 23

Annex 4 – Data Sharing Particulars..... 25

Annex 5 - Safeguarding Vulnerable Adults Policy and Procedure..... 26

## 1. Definitions

The following words and expressions shall have the following meanings:

**“Background Intellectual Property”** – shall mean any Intellectual Property, other than Foreground Intellectual Property, which can be shown to be the property of either Party prior to the commencement of the Contract.

**“Business Days”** – shall mean any day which is not a Saturday, a Sunday, a public holiday or a bank holiday;

**“Conditions”** – shall mean the Conditions of Contract as laid out in this document, and include any supplementary or special conditions agreed in writing between the Company and the Contractor;

**“Confidential Information”** – shall mean all documents, papers, databases, drawings, diagrams, calculations, figures, data and other information whether in physical form or otherwise, whether expressed to be confidential or not, and in whatever media or format provided or orally disclosed by the Disclosing Party to the Receiving Party in the course of, or in connection with the performance of each Party’s obligations under the Contract;

**“Contract”** – has the meaning given to it in paragraph 1 of the Form of Agreement;

**“Contractor”** – means the person, firm or company appointed by the Company under the Contract as stated in the Purchase Order or Request for Services;

**“Contract Administrator”** – shall mean the person nominated by the Company to act as the Company’s representative for the purpose of the Contract;

**“Commencement Date”** has the meaning given to it in the Contract Particulars;

**“Company”** – shall mean Centre for Ageing Better Limited;

**“CPI”** – shall mean the United Kingdom general index of consumer prices published by the Office for National Statistics (or any other government department or other body upon which the duties in connection with such index have devolved) or any index which replaces it from time to time;

**“Data Protection Legislation”** – shall mean as applicable to either party: (a) the UK GDPR; (b) the Data Protection Act 2018; (c) the Privacy and Electronic Communications (EC Directive) Regulations 2003; (d) any other applicable law relating to the processing, privacy and/or use of personal data, as applicable to either party; (e) any laws which implement any such laws; and (f) any laws that replace, extend, re-enact, consolidate or amend any of the foregoing.

**“Disclosing Party”** – shall mean the Party to the Contract who discloses Confidential Information to the other Party to the Contract;

**“Extended Expiry Date”** has the meaning given to it in the Contract Particulars;

**“Foreground Intellectual Property”** – shall mean any Intellectual Property that arises or is obtained or developed in the course of or in connection with the Contract.

**“Force Majeure”** – shall mean any cause preventing either Party from performing any or all of its obligations under this Contract which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the Party so prevented including, however without limitation, acts of God, war, riot, civil commotion, malicious damage, compliance with any applicable law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or tempest (but for the avoidance of doubt excluding strikes, lockouts or other industrial disputes which have their origin within the employees of the Party so prevented or default of suppliers or sub-contractors or breakdown of vehicles);

**“Initial Expiry Date”** has the meaning given to it in the Contract Particulars;

**“Intellectual Property”** – shall mean all industrial and intellectual property including patents, utility models, inventions, designs, trademarks, copyright, data, moral, trade secrets, confidential information and know-how (all whether registered or unregistered and including any renewals and extensions thereof);

**“Party”** – shall mean a Party or Parties to the Contract;

**“Permitted Purpose”** – shall mean (for the purposes of Condition 20 below) the respective obligations of each of the Parties under the Contract;

**“Previous Supplier”** - shall mean the previous supplier of Services substantially similar to the Services;

**“Price”** – shall mean the Price payable to the Contractor for the provision of the Services as stated in Pricing Document and/or the Purchase Order or Request for Services;

**“Pricing Document”** – shall mean the Pricing Document as set out in Annex 2 of these Conditions which forms part of the Contract;

**“Purchase Order”** – shall mean the order for the Services issued by the Company, in either printed or electronic format to the Contractor;

**“Receiving Party”** – shall mean the Party to the Contract who receives Confidential Information from the other Party to the Contract;

**“Request for Services”** – shall mean an order for the Services (other than a Purchase Order) in the form of a request issued by the Company to the Contractor;

**“Request for Supplies”** – shall mean an order for the Supplies (other than a Purchase Order) in the form of a request issued by the Company to the Supplier;

**“Retendering Information”** – means such information relating to the persons engaged or employed by the Contractor or any Subcontractor in providing the Services which the Company may reasonably require to facilitate any subsequent provider of Services to assess and include the cost of TUPE in any subsequent bid for Services similar to the Services and to assist in the transfer of the Services to a subsequent service provider, such information to include (without limitation) details of the persons’:

- identity (or reference number);



- date of birth;
- age;
- sex;
- date of commencement of employment;
- length of service;
- job title; and
- grade and terms and conditions of employment.

**“Services”** – shall mean the Services as stated in the Specification;

**“Shared Personal Data”** – shall mean any personal data shared between the Parties and processed by each Party as an independent controller in their own right pursuant to or in connection with this Agreement, as further specified in Annex 3.

**“Site”** – shall mean the place or places where the Company requires the Services to be provided;

**“Specification”** – shall mean the Specification of the Services as set out in Annex 1 of these Conditions and shall include all quotations, plans, drawings, specifications, standards and performance requirements relating to the Services;

**“Staff”** – shall mean all individuals employed by the Contractor from time to time in connection with providing the Services to the Company;

**“Subcontractor”** – shall mean a person or organisation who has a contract with the Contractor to undertake all or part of the Services;

**“Subsequent Transfer Date”** – shall mean the date when either a new Contractor selected to provide Services to the Company similar to the Services, or the Company, takes over the provision of the Services from the Contractor;

**“Supplier”** – means the person, firm or company appointed by the Company under the Contract as stated in the Purchase Order or Request for Supplies;

**“Supplies”** – shall mean the Supplies as stated in the Specification;

**“Term”** – shall mean the period commencing on the Commencement Date and, subject to earlier termination in accordance with the provisions of this Contract, ending on either: (i) the Initial Expiry Date; or (ii) if the Company exercises its option pursuant to clause 13.2, the Extended Expiry Date;

**“TUPE”** – shall mean the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);

**“UK GDPR”** – shall mean Regulation (EU) 2016/679 of the European Parliament and of the Council of 27th April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018.

## 2. Interpretation

In these Conditions unless the context otherwise requires:

- 2.1 any reference to gender shall include all other genders, and the singular shall include the plural, and vice versa.
- 2.2 the expression 'person' shall mean any individual, firm, company, incorporated association, partnership or joint venture.
- 2.3 any reference to a statute or a statutory provision shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced.

### **3. Conditions Applicable**

- 3.1 The Conditions shall apply to the provision of the Services by the Contractor to the exclusion of all other terms or conditions, including any terms and conditions which the Contractor may purport to apply under any purchase order, confirmation of order or similar document.
- 3.2 Provision of the Services by the Contractor shall be deemed to constitute the Contractor's acceptance of these Conditions.
- 3.3 Any variation of the Conditions (including any supplementary or special terms and conditions agreed between the Parties) shall have no effect unless named as an amendment to this agreement and agreed in writing between the Parties.

### **4. General**

- 4.1 The Company engages the Contractor to be a non-exclusive provider of the Services for the Term of the Contract subject to and in accordance with these Conditions.
- 4.2 The Company shall not be under any obligation to issue any Purchase Order or Request for Services to the Contractor and reserves the right to procure the provision of services of the same or a similar type to the Services from any other contractor at its sole discretion.
- 4.3 The Contractor shall be deemed to satisfied itself as to its liability (if any) which may accrue under TUPE, and to have included within the Price the cost of such liability (if any).
- 4.4 The Contractor undertakes to the Company that it shall comply with its obligations under TUPE in relation to the staff of the Previous Supplier, and shall use all reasonable endeavours to procure a smooth transfer of such staff where appropriate.
- 4.5 The Contractor shall be responsible for employing and paying the salaries and wages of and any other expenses (including, without limitation, all employment related taxes) of the Staff, and shall also be responsible for terminating the employment of the Staff.
- 4.6 The Contractor shall indemnify the Company in relation to all costs, claims, expenses, demands, actions, proceedings and orders whatsoever (including but

not limited to legal and professional fees and expenses) arising out of a breach of the employment conditions of, or termination of employment of, any member of Staff or any other act or omission in relation to the Staff which occurred on or prior to the Subsequent Transfer Date.

- 4.7 The Parties agree that at the date of termination or expiry of the Contract or part thereof TUPE may apply and that to the extent that TUPE applies there shall be a "relevant transfer", (as defined in TUPE) of the relevant employees or part of them to the Company or the new contractor selected to provide services to the Company similar to the Services.
- 4.8 During the 12 (twelve) months immediately preceding the end of the Term or from notice of earlier termination of the Contract for whatever reason the Contractor shall:
- 4.8.1 provide Retendering Information at no cost to the Company within a maximum of 10 (ten) Business Days of a request;
  - 4.8.2 notify the Company in writing of any material changes to the Retendering Information promptly as and when such changes arise;
  - 4.8.3 ensure that neither the Contractor nor any Subcontractors without the Company's prior written consent:
  - 4.8.4 make any material increase or decrease in the numbers of persons engaged or employed by them in providing the Services;
  - 4.8.5 increase the remuneration or otherwise change the terms of employment or engagement of the persons engaged or employed by them in providing the Services; or
  - 4.8.6 transfer any of the persons engaged or employed by them in providing the Services to another part of their business or move other employees from elsewhere in their business who have not previously been employed or engaged in providing the Services.
- 4.9 The Contractor agrees to indemnify the Company and, at the Company's request, any new contractor selected to provide services to the Company similar to the Services, against all liability from:
- 4.9.1 the Contractor or a Subcontractor failing to provide the Company with any Retendering Information promptly; or
  - 4.9.2 any material inaccuracy in or omission from the Retendering Information.

## **5. Warranty, Specification and Contractor's Obligations**

- 5.1 The Contractor warrants to the Company that the Services:
- 5.1.1 shall be provided with the high degree of professional skill, sound practices and good judgement normally exercised by recognised professional firms or by highly skilled and experienced contractors providing services of a similar nature to the Services;
  - 5.1.2 shall be provided in accordance with the Specification;
  - 5.1.3 shall be provided in accordance with all applicable laws.
- 5.2 The Contractor shall comply with the rules, regulations and reasonable directions of the Company whilst at the Site.

- 5.3 The Contractor shall act diligently and in good faith in its dealings with the Company and use its best endeavours to promote the interests of the Company and maintain the Company's goodwill.
- 5.4 The Contractor shall maintain at its own expense all licences, permissions and consents necessary to perform its obligations under the Contract.
- 5.5 The Contractor warrants it will comply, and warrants its employees and sub-contractors shall comply, with the Company's Safeguarding Vulnerable Adults Policy and Procedure, found in Annex 5 of the Form of Agreement.
- 5.6 The provisions of this Condition 5 shall survive the termination of the Contract, however arising.

## **6. Inspection and Rejection**

- 6.1 The Company shall have the right to inspect the Services and perform tests as it considers reasonable to ascertain the conformance of the Services with the Specification.
- 6.2 The Company shall be entitled to reject any Services provided which are not in accordance with the Specification, and shall not be deemed to have accepted any Services until the Company has had reasonable time to inspect them following provision or, if later, within a reasonable time after any latent defect in the Services has become apparent.
- 6.3 If the Company rejects Services in accordance with Condition 6.2 then the Contractor shall, at the Company's sole option and at the Contractor's sole cost, and as soon as reasonably practicable, but in any event within twenty (20) Business Days of the Company's notice in writing:
- 6.3.1 re-provide the rejected Services; or
  - 6.3.2 pay to or credit the Company with a refund of the Price paid in respect of the rejected Services; or
  - 6.3.3 provide a combination of the remedies set out in Conditions 6.3.1 to 6.3.3.
- 6.4 The making of payment by the Company to the Contractor shall not prejudice the Company's right of rejection under Condition 6.2.
- 6.5 The Company may at any time at its absolute discretion refuse to accept or continue to accept the presence on its premises of any particular person engaged or employed by the Contractor or by a Subcontractor in the provision of the Services.

## **7. Contract Administrator**

- 7.1 The Company shall nominate the Contract Administrator and may at its sole discretion change any nomination from time to time by notifying the Contractor.

## **8. Price**

- 8.1 The Price payable for the provision of the Services shall be as stated in Pricing Document, and/or the Purchase Order or Request for Services.
- 8.2 The Price shall include for all the Contractor's obligations under the Contract, whether expressly stated or reasonably implied.
- 8.3 No increase in the Price will be made without the prior consent of the Company in writing.

## **9. Payment**

- 9.1 The Contractor's official invoice should be sent promptly to the Company after the provision of the Services to the address indicated in the Purchase Order or Request for Services, unless otherwise instructed and must show:

- 9.1.1 the Company's Purchase Order number (if applicable);
- 9.1.2 The Contractor's invoice number;
- 9.1.3 a full description of the Services provided;
- 9.1.4 the full details of the Price;
- 9.1.5 current VAT requirements;
- 9.1.6 the Request for Services originator (if applicable).

Failure to include such information with the invoice will entitle the Company to delay payment until such information is provided.

- 9.2 The Company shall make payment (subject to deduction of any Disputed Amounts (as defined in Condition 9.5) against each invoice within thirty (30) days after the receipt by the Company of the invoice and all information required under Condition 9.1 (the "Due Date for Payment"). If the Contractor fails to provide any of the information or documents that it should have provided in complying with its obligations under Condition 9.1 then the Company may reject the invoice.
- 9.3 Payment by the Company shall be without prejudice to any claims or rights which the Company may have against the Contractor and shall not constitute any admission by the Company as to performance by the Contractor of its obligations under the Contract.
- 9.4 The Company shall have the right to amend the procedure for submission of invoices by the Contractor if it deems necessary. This may involve, but shall not be limited to, varying the batching, frequency/timescale, computerised invoicing, documentation requirements, etc. The Contract Administrator shall give the Contractor written notification of any such amendment and the Contractor shall comply within fourteen (14) days of receipt of the notification.
- 9.5 If the Company disputes in good faith its obligations to pay part or all of an invoice submitted by the Contractor under this Contract (the "Disputed Amount"), then the following provisions shall apply:
  - 9.5.1 The Company shall pay the undisputed amount to the Contractor in accordance with the provisions of this Condition 9;

- 9.5.2 The Company shall notify the Contractor before the payment becomes due of the Disputed Amount and the reasons why it considers it is not obliged to pay the Disputed Amount;
- 9.5.3 The Company's failure to pay the Disputed Amount, pending resolution of the dispute, will not be a breach of this Contract;
- 9.5.4 Where the Company has notified the Contractor under Condition 9.5.2 that there is a Disputed Amount, the Contractor must notify the Company within five (5) Business Days following receipt of that notification if it does not agree with the Company's position (as notified to it under Condition 9.5.2) and the reasons why it does not agree; failing which the Contractor will be deemed to agree that the Disputed Amount is not payable;
- 9.5.5 The Parties shall refer to the dispute resolution procedure under Condition 14 the issue of whether or how much of the Disputed Amount is payable to the Contractor;
- 9.5.6 Upon the payment of the Disputed Amount which is payable by the Company (if any) being determined through the dispute resolution procedure under Condition 14, the Company must pay that amount to the Contractor, within fifteen (15) Business Days of receipt of a corrected invoice from the Contractor for the Disputed Amount (or relevant part of it) as so determined; and
- 9.5.7 Where the Contractor agrees, or it is determined, that an invoice contains an error, and a subsequent invoice contains an equivalent error, the Company will be under no obligation to pay any part of the subsequent invoice until the error has been rectified and a correct invoice has been submitted and, for the avoidance of doubt, the time allowed for payment of the correct invoice under this clause will run from the date on which it is represented correctly.
- 9.6 Value Added Tax, where applicable, shall be shown separately on all invoices at the prevailing rate.
- 9.7 The Company shall be entitled to off-set against any invoice, any monies due to the Contractor under the Purchase Order or Request for Services or under any other contractual arrangement.

## **10. Indemnity**

- 10.1 The Contractor will indemnify the Company in full against the following:
- 10.1.1 all loss, liability, revenue, goodwill, damages, costs, expenses (including legal expenses), anticipated savings or injury whatsoever and whenever arising caused to the Company, or for which the Company may be liable to third parties due to defective workmanship or unsound quality of the Services provided.
- 10.1.2 all claims in respect of death or injury, howsoever caused, to any of the employees, or those of the agent or sub-contractors, of the Contractor, while in or about the Company's premises.

10.1.3 any indirect or consequential loss or damage sustained by the Company for which the Company may be liable, as a result of the failure of the Contractor to provide the Services as stated in the Specification.

10.2 The provisions of this Condition 10 shall survive the termination of the Contract, however arising.

## **11. Insurance**

11.1 The Contractor shall take out and maintain in full force and effect with a reputable insurance company the minimum insurance requirements as specified in the Contract Particulars.

11.2 The Contractor shall when required by the Company provide evidence of the insurance required under Condition 11.1. In the event that the Contractor at any time fails to maintain the insurance required under Condition 11.1, the Company may take out such insurance and the Contractor shall pay to the Company the cost and expenses so incurred by the Company.

## **12. Compliance with Applicable Laws**

12.1 In providing the Services the Contractor shall at all times comply with all applicable laws including, but not limited to:

12.1.1 the Health & Safety at Work Act 1974;

12.1.2 the Environmental Protection Act 1990;

12.1.3 the GDPR regulations and Data Protection Act 2018;

12.1.4 the Freedom of Information Act 2000;

12.1.5 the Equality Act 2010;

12.1.6 the Bribery Act 2010;

12.1.7 the Waste Electronic and Electrical Equipment Regulations 2006.

and any subsequent re-enactments or amendments.

## **13. Term and Termination**

13.1 Subject to earlier termination in accordance with its terms, the Contract shall commence on the Commencement Date and shall continue for the duration of the Term.

13.2 No later than one (1) month prior to the Initial Expiry Date the Company may, in its absolute discretion, give written notice to the Contractor that it wishes the Contract to continue until the Extended Expiry Date.

13.3 If the Company gives notice in accordance with clause 13.2 the Contract shall continue until the Extended Expiry Date, subject to the provisions for earlier termination contained in the Contract.

13.4 The Company shall be entitled to terminate the Contract without liability to the Contractor by giving notice to the Contractor at any time if:

13.4.1 the Contractor makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual, or firm)

- becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
- 13.4.2 the Contractor ceases, or threatens to cease to carry on business;
  - 13.4.3 the Contractor dies or by reason of any illness becomes unable to comply with its obligations under the Contract;
  - 13.4.4 the Contractor commits an offence under the Bribery Act 2010;
  - 13.4.5 the Contractor fails to comply with any or all applicable laws;
  - 13.4.6 the Contractor commits any criminal offence whilst providing the Services;
  - 13.4.7 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;
  - 13.4.8 the Supplier has, at the time of Contract award, been in one of the situations referred to in Regulation 57(1) of the Public Contracts Regulations 2015, and should therefore have been excluded from the procurement procedure;
  - 13.4.9 the Contract is subject to a declaration of ineffectiveness by the Court.
- 13.5 Where the Company terminates the Contract in accordance with Condition 13.4, the Company shall be entitled to recover from the Contractor all additional cost, loss or expense reasonably incurred by the Company in procuring the Services (or any part of them) from an alternative Contractor.
- 13.6 The Company shall have the right to terminate the Contract at any time by providing the Contractor with three (3) months' written notice of the Company's intention to terminate.
- 13.7 Either Party shall have the right to terminate the Contract immediately by notice to the other Party if the other Party is in material breach of the Contract and either the other Party fails to remedy such breach within ten (10) Business Days of notification of the breach, or such breach is incapable of remedy.
- 13.8 Upon the termination of the Contract, the Contractor shall (if required by the other Company) promptly return to the Company all Confidential Information, data, materials and other property of the Company.
- 13.9 Termination of the Contract shall not prejudice any rights, powers or remedies of either Party which had arisen on or before the date of termination of the Contract.

## **14. Dispute Resolution**

- 14.1 If any dispute arises out of or in respect of the Contract, a representative of each Party shall, within thirty (30) days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.
- 14.2 Failing resolution of such dispute by such dispute within a period of ten (10) Business Days of the reference to them, the dispute shall immediately be referred in writing by either Party to the respective directors of each of the Parties who shall seek to reach agreement upon such dispute within one (1) calendar month of the reference to them. The dispute may, by agreement between the Parties, be referred to mediation. A neutral person (a mediator) shall be chosen by



agreement between the Parties or within fourteen (14) days of notice apply to the Centre for Dispute Resolution (“CEDR”) to appoint a mediator.

## **15. Notices**

15.1 Any notice to be served on a Party by the other Party shall be in writing and shall be addressed to the other Party.

## **16. Variations**

16.1 The Company reserves the right to from time to time in writing to the Contractor, to alter, amend, omit, add to or otherwise vary the provision of Services. Any alteration to the Price or the completion date arising from such variation shall be agreed in writing by both Parties.

## **17. Assignment and Sub Contracting**

17.1 The Contractor shall not assign or sub-contract the Contract or any part of it without the prior consent of the Company in writing. Such consent shall not be unreasonably withheld.

17.2 Subject to the provisions of Condition 17.1, the Contractor shall ensure that each of its sub-contractors is bound to observe to it the same or materially similar contractual obligations to those which bind it in this Contract.

17.3 The Company may on giving reasonable notice in writing to the Contractor, transfer or assign all or any rights and/or obligations under the Contract.

## **18. Waiver**

18.1 No waiver shall be effective unless it is communicated to the other Party in writing and the failure of either Party to exercise any right or remedy shall not constitute a waiver.

## **19. Force Majeure**

19.1 Neither Party to the Contract shall be deemed to be in breach of the Contract, or otherwise liable to the other Party in any manner whatsoever, for any failure or delay in performing its obligations under the Contract due to Force Majeure.

## **20. Confidentiality**

20.1 The Receiving Party shall at all times keep secret and confidential the Confidential Information and shall not disclose the same to any third Party without the prior written consent of the Disclosing Party.

20.2 The Receiving Party shall use at least the same degree of care to avoid unauthorised dissemination or publication of Confidential Information disclosed to it by the Disclosing Party under the Contract as it employs with respect to its own information which it does not desire to have disseminated or published.

20.3 The Receiving Party shall only use the Confidential Information internally for the Permitted Purpose and shall disclose it only to its employees who have a need

to know the same for the Permitted Purpose. Any employee to whom Confidential Information is disclosed shall be informed of these Confidentiality provisions contained in this Condition 20 and the confidential nature of the Confidential Information.

- 20.4 The Receiving Party shall not make copies of or reproduce in any media the Confidential Information save that a number of copies or reproductions may be made for the Permitted Purpose and all such copies and reproductions shall be regarded as Confidential Information.
- 20.5 The provisions of Conditions 20.1 to 20.4 above shall not apply with respect to any information received by the Receiving Party from the Disclosing Party which:
- 20.5.1 the Receiving Party can demonstrate by evidence in writing was already in the Receiving Party's possession prior to the date hereof and was not obtained (whether directly or indirectly) from the Disclosing Party; or
  - 20.5.2 is subsequently developed independently by the Receiving Party without any reference to or use of the Confidential Information; or
  - 20.5.3 is in the public domain or subsequently enters into the public domain otherwise than by breach of the Contract by the Receiving Party or any other obligation of confidentiality owed by the Receiving Party to the Disclosing Party; or
  - 20.5.4 is subsequently disclosed to the Receiving Party by a third Party lawfully in possession of the same who is not under a duty of confidentiality to the Disclosing Party; or
  - 20.5.5 is approved in writing by the Disclosing Party for use or disclosure.
- 20.6 The provision of Confidential Information by the Disclosing Party does not create any obligation to the Receiving Party as to the accuracy of such Confidential Information.
- 20.7 The Contractor shall not even after the expiry or terminations of the Contract disclose such Confidential Information except with the written consent of the Company.
- 20.8 The provisions of this Condition 20 shall survive the termination of the Contract, however arising.

## **21. Conflict of Interest**

- 21.1 In carrying out its obligations under the Contract the Contractor shall ensure that no conflict of interest arises which will or will be likely to prejudice its independence and objectivity or otherwise detrimentally affect the Contractor's ability to perform or cause embarrassment or reputational harm to the Company.
- 21.2 Upon becoming aware of any such conflict of interest the Contractor shall immediately notify the Company in writing, giving particulars and shall provide any further information as may reasonably be required.
- 21.3 Where there is reasonable opinion that such conflict presents harm the Company may require the Contractor to take reasonable steps to avoid or remove conflict. The Company may terminate the Contract by notice in writing if there is a failure to comply.

## **22. Intellectual Property**

- 22.1 All Background Intellectual Property is and shall remain the exclusive property of the Party owning it.
- 22.2 The Company and the Contractor shall be responsible for identifying and agreeing in writing on behalf of the Parties any Background Intellectual Property used, or to be used, in the course of the Contract and the owner of the same, prior to or as soon as reasonably practicable following its disclosure in the course of the Contract.
- 22.3 Each Party acknowledges that one Party's Background Intellectual Property may be required to be accessed by the other Party in order to undertake the Contract.
- 22.4 Each Party hereby grants to the other an irrevocable, non-exclusive, perpetual and royalty-free licence to use its Background Intellectual Property during the term of the Contract for the purpose of carrying out the Contract.
- 22.5 All Foreground Intellectual Property that arises or is obtained or developed in the course of or in connection with the Contract shall vest in the Company.
- 22.6 The provisions of this Condition 22 shall survive the termination of the Contract, however arising.

## **23. Equality and Diversity**

- 23.1 The Contractor shall adopt a policy to comply with the Company's statutory obligations under the relevant equality legislation.
- 23.2 The Contractor shall not discriminate directly or indirectly against any person in decisions to recruit, train, promote, discipline or dismiss employees on the grounds of the following:
- 23.2.1 age;
  - 23.2.2 disability;
  - 23.2.3 gender reassignment;
  - 23.2.4 marriage and civil partnership;
  - 23.2.5 pregnancy and maternity;
  - 23.2.6 race;
  - 23.2.7 religion and belief;
  - 23.2.8 sex;
  - 23.2.9 sexual orientation.
- 23.3 The Contractor shall positively assert equality and harmony and promptly prepare and give to the Company all information about the Contractor's employees to enable the Company to comply with its obligations under relevant equality legislation to the extent they apply to the Contract.
- 23.4 The Contractor shall observe all the relevant guidance and codes of practice issued by the Equality and Human Rights Commission and its legacy commissions, as the case may be.

- 23.5 The Contractor shall observe all their public duties as described under the Equality Act 2010, and all subsequent re-enactments and amendments.
- 23.6 The Contractor shall provide to the Company, at the commencement of the Contract, a copy of all its equality schemes and documents. The Contractor shall also provide to the Company its equality scheme monitoring results on an annual basis.
- 23.7 The Contractor will provide evidence of, prior to the commencement of the Contract and thereafter on an annual basis throughout the Contract, details of training proposed and undertaken for all Contractor employees in respect of equality and diversity.
- 23.8 The Contractor shall impose on any sub-contractor appointed in accordance with Condition 17 obligations substantially similar to those imposed on the Contractor by this Condition 23.

## **24. Legal Relationship**

- 24.1 Nothing in the Contract shall be construed so as to create a partnership or joint venture between the Parties.
- 24.2 Neither of the Parties shall describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other Party's behalf.

## **25. Rights of Third Parties**

- 25.1 No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a Party to the Contract.

## **26. Governing Law**

- 26.1 The Contract shall be governed by and construed in accordance with the laws of England and the courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract.

## Annex 1 - Specification

### Scope of Contract

Insert the scope of Services provided under the contract:

- A description of the requirement
- The desired/required outcomes/objectives
- The target groups
- Deliverables

Further guidance is available in the Procurement Manual.

### Standards

[insert any standards or performance measures applicable to the Contract]:

- The required performance measures
  - KPIs/targets (optional)
  - Reporting requirements/frequencies
- Supporting appendices (policies/reports/data etc.)

## Annex 2 - Pricing Document

**[Insert Pricing Document here when Contract is entered into]**

List contract deliverables and payment milestones:

- i. A maximum of 10% to be paid at the start of the contract.
- ii. Ideally block amounts to be paid on satisfactory delivery of agreed outputs thereafter (25%)
- iii. A final balance to be paid on satisfactory completion of the contract

Date	Supplies/Services to be Provided	Total (£) (ex VAT)
1 <sup>st</sup> payment	[Percentage] [Amount] – [Deliverable]	
Date:		
2 <sup>nd</sup> payment	[Percentage] [Amount] – [Deliverable]	
Date:		
3 <sup>rd</sup> payment	[Percentage] [Amount] – [Deliverable]	
Date:		
Total (excl. VAT):		

State whether any variations to or extensions to contract are permitted (see the Procurement Policy for more information)

It is advisable to also list day rates and the total amount:

Person	Role	Day rate	Amount of days	Total (£) (ex VAT)
Name	Role on project			
Name	Role on project			
Name	Role on project			
Total (excl. VAT):				

## Annex 3 – Data Sharing Schedule

### Data Sharing Provisions

#### 1. Shared personal data

- 1.1. The Parties agree that for the purposes of the Data Protection Legislation, each Party processes Shared Personal Data as an independent controller in their own right. Nothing in this Contract (or the arrangements contemplated by it) is intended to construe the Parties as joint controllers with each other.
- 1.2. Annex 4 sets out details of the Shared Personal Data that will be provided by the party disclosing data (“**the Data Discloser**”) to the other Party (“**the Data Recipient**”) pursuant to the Agreement.

#### 2. Permitted purposes

- 2.1. The Parties agree to only process the Shared Personal Data set out in Annex 4, for the following purpose(s) (the “**Permitted Purposes**”):
  - 2.1.1. to carry out their obligations and exercise their rights under the Agreement;
  - 2.1.2. to comply with their obligations under any laws, regulations or funding requirements applicable to them.
- 2.2. Subject to 2.1.2, the Parties shall not share the Shared Personal Data with any third parties and shall not process the Shared Personal Data in a way that is incompatible with the Permitted Purposes.

#### 3. Compliance with the law

- 3.1. Each Party must ensure compliance with applicable Data Protection Legislation and this Schedule [Annex 3] at all times when processing the Shared Personal Data.
- 3.2. Each Party shall ensure that it has lawful basis for the processing of the Shared Personal Data as required under the Data Protection Legislation.
- 3.3. The Data Discloser shall, in respect of the Shared Personal Data, ensure that it has provided clear and sufficient information to the data subjects, as required by Articles 13 and 14 UK GDPR, including the relevant information relating to the intended sharing of the personal data with the Data Recipient.

#### 4. Security of processing

- 4.1. The Parties are each responsible for ensuring that the Shared Personal Data is transferred securely. Each party shall at all times process the Shared Personal Data in a manner that ensures appropriate security of the Shared Personal Data, including protection against unauthorised or unlawful processing and against accidental loss, destruction or damage, using appropriate technical and organisational measures which, at a minimum, meet the standard required by Article 32 of the UK GDPR).

#### 5. Term of this Agreement

- 5.1. This Schedule [Annex 3] shall continue to apply at all times when one or both of the parties are processing the Shared Personal Data received from the other party, and notwithstanding the termination or expiry of the Agreement.

5.2. Each Party reserves the right to terminate the Agreement where the other party is in breach of its obligations under this Clause 5 and where the other party fails to rectify the breach within a month of receiving a notice requesting the rectification.

N.B. the terms controller, processor, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures shall have the meanings given to them in the Data Protection Legislation.



## Annex 4 – Data Sharing Particulars

Description	Details
Nature and Business Purpose of Data Sharing	[Set out details of the nature and business purposes of the data sharing – you may link this to the main contract between the parties]
Categories of data subject	[Please insert relevant information here]
Personal data categories	[Please insert relevant information here] – breakdown by category of data subject if the personal data or more than one category of data subject is to be shared

## Annex 5 - Safeguarding Vulnerable Adults Policy and Procedure



Safeguarding VA  
Policy August 2018.pc