



Protecting Our Communities

**[INSERT CONTRACTOR
LOGO]**

Date: [•]

- (1) The Chief Constable for Thames Valley Police
- (2) **[Name of Supplier]**

Contract

relating to

the Purchase of Goods and Services

[ENTER TITLE OF THE CONTRACT]

[ENTER CONTRACT REFERENCE]

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THIS CONTRACT IS DATED [ENTER DATE CONTRACT STARTS- SIGNATURE TO BE OBTAINED BY CONTRACTOR FIRST]

BETWEEN:

- (1) The Chief Constable of Thames Valley Police of Police Headquarters, Oxford Road, Kidlington, Oxfordshire, OX5 2NX (the “**Authority**” which expression shall include its successors and assignees); and,
- (2) [] a company registered in England and Wales with company registration number [] whose registered office is situated at [] (the “**Supplier**”)

(together the “**Parties**”).

BACKGROUND

- (A) The Supplier is engaged in the business of providing [].
- (B) The Authority wishes to appoint the Supplier to provide the Goods and Services described in the Contract to the Authority and the Supplier is willing to provide the same and to accept such appointment upon the terms and conditions of this Contract.

IT IS AGREED THAT

1 GENERAL PROVISIONS

1.1 Definitions and Interpretations

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

Acceptance	acceptance of the Goods by the Authority as notified to the Supplier or otherwise deemed to have occurred under the Sale of Goods Act 1979 (as amended) provided that the Goods shall not be deemed accepted unless and until they have been delivered in accordance with all requirements of the Specification and Contract and (if applicable) installed or assembled and made useable as required by the Contract and after that the Authority has had a reasonable time to inspect them (and “Accept” and “Accepted” shall be construed accordingly)
Approval	the written consent of the Authority
Approved Sub-contract	a sub-contract between the Supplier and an Approved Sub-contractor
Approved Sub-contractor	a sub-contractor approved by the Authority
Authority	Chief Constable of Thames Valley Police

Authority Items	all equipment and items on the Premises which belong to the Authority, other than the Equipment
Business Continuity Plan	the plan to minimise interruption to day to day operations in the event of Force Majeure or other emergency, catastrophic or other unavoidable event
Business Continuity Plan Schedule	the Schedule to this Contract that includes the Business Continuity Plan, as may be amended by the Parties from time to time, and the latest agreed version being signed by both Parties
Change	any change to this Contract including to any of the Goods and Services, Specification or Premises
Change Control Procedure	the procedure for making Changes set out in clause 6.5
Change Control Template	the written record of a Change agreed or to be agreed by the Parties pursuant to the Change Control Procedure, a pro forma of which is set out as a Schedule to this Contract
Commencement Date	the date of this Contract
Commercial Manager	a person authorised by a Party to represent it in relation to commercial matters pertaining to this Contract and the Specification
Complaints Procedure Schedule	the complaints procedure schedule annexed to this Contract
Confidential Information	has the meaning given to it at clause 5.2.2
Contract	this written agreement between the Authority and the Supplier consisting of these terms and conditions, the Schedules or and all other documents attached to this document
Contract Manager	a person authorised by a Party to represent it in relation to day to day performance of this Contract
Supplier	[name of company] of [address of company]
Contract Price	the price (exclusive of any applicable VAT), payable to the Supplier by the Authority under the Contract, as set out in the Pricing Schedule, for the full and proper performance by the Supplier of its obligations under the Contract but before taking into account the effect of any adjustment of price in accordance with the Pricing Schedule

Contract Term

the period from and including the Commencement Date to the Expiry Date, or if earlier, the date that this Contract is terminated in accordance with Law or its terms

Default

any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other

Employee Liabilities

all claims, actions, proceedings, orders, demands, complaints, investigations (save for any claims for personal injury which are covered by insurance) and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs, expenses and legal costs reasonably incurred in connection with a claim or investigation related to employment including in relation to the following:

- (a) redundancy payments including contractual or enhanced redundancy costs, termination costs and notice payments;
- (b) unfair, wrongful or constructive dismissal compensation;
- (c) compensation for discrimination on grounds of sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy and maternity or sexual orientation or claims for equal pay;
- (d) compensation for less favourable treatment of part-time workers or fixed term employees;
- (e) outstanding employment debts and unlawful deduction of wages including any PAYE and national insurance contributions;
- (f) employment claims whether in tort, contract or statute or otherwise;
- (g) any investigation relating to employment matters by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body

and of implementing any requirements which may arise from such investigation

Equipment	the Supplier's equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under the Contract
EIR	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the information commissioner or relevant government department in relation to such regulations
Exit Plan	[the exit plan set out in the exit strategy schedule]
Exit Strategy Schedule	the exit strategy schedule annexed to this Contract
Expert	the person appointed by the mutual agreement of the Parties, or in accordance with clause 9.2, the cost of whose appointment shall be equally borne by the Parties
Expiry Date	the Original Expiry Date as may be extended subject and pursuant to clause 1.2.2
FOIA	the Freedom of Information Act 2000, and any subordinate legislation made under the act from time to time, together with any guidance and/or codes of practice issued by the information commissioner or relevant government department in relation to such legislation
Former Supplier	a supplier supplying services to the Authority before the Relevant Transfer Date that are the same as or substantially similar to the Services (or any part of the Services) and shall include any sub-contractor of such supplier (or any sub-contractor of any such sub-contractor)
Force Majeure	any: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; or nuclear, chemical or biological contamination or sonic boom
Goods	all the goods identified in the Specification to be purchased by the Authority from the Supplier, and including any labels, instructions or handbooks relating to such goods

Good Industry Practice

standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking as the Supplier's undertaking, under the same or similar circumstances

Insolvency Event

where:

- (a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 OR (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company);
- (e) the holder of a qualifying floating charge over the assets of the Supplier (being a company) has

become entitled to appoint or has appointed an administrative receiver;

- (f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- (g) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;
- (i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);
- (j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (k) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation

Insurance Schedule

the Schedule of that name containing details of the insurance(s) that the Supplier is required to effect and maintain

Intellectual Property Rights

patents, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of

	protection which subsist or will subsist now or in the future in any part of the world
IOPC Regulations	the Independent Office for Police Conduct, Police (Complaints and Misconduct) Regulations 2020.
Key Personnel	[specify who is key to the contract – can reference in the agreed Method Statement]
KPI Failure	[has the meaning in the Monitoring Schedule]
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, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply
Method Statement(s)	the Supplier's methodology to deliver the Goods and Services in accordance with the Contract, set out in the relevant Schedule, to include [the Key Personnel], the Contract Manager and the Commercial Manager
Minimum Service Threshold	[has the meaning in the Monitoring Schedule]
Monitoring Schedule	the Monitoring Schedule annexed to this Contract
Notified Sub-Contractor	a Sub-contractor identified to the Authority in writing to whom Transferring Authority Employees and/or Transferring Former Supplier Employees will transfer on a Relevant Transfer Date
Order Form	a request for additional Goods and/or Services pursuant to clause 2.2.4
Original Expiry Date	?? months from the Commencement Date
Party	a party to the Contract
Performance Indicator	[has the meaning in the Monitoring Schedule]
Premises	the location where the Goods and Services are to be provided, as set out in the Specification Schedule
Pricing Schedule	the Schedule containing details of the Contract Price
Purchase Order Number	the order number issued by the Authority which must be quoted on all invoices in order for payment to be made

Quality Standards	Good Industry Practice and the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule
Related Supply	any goods or services used by the Supplier or the Staff in the supply of the Goods or Services, but such goods or services shall not include the Goods or Services themselves
Relevant Transfer	a transfer of employment to which TUPE applies
Relevant Transfer Date	in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place
Replacement Supplier	any third party provider appointed by the Authority to supply any goods and services which are substantially similar to any of the Goods and Services and which the Authority receives in substitution for any of the Goods and Services following the expiry, termination or partial termination of the Contract
Schedule	any schedule of this Contract
Service Credits	[has the meaning in the Monitoring Schedule]
Service Period	[has the meaning in the Monitoring Schedule]
Services	the services to be supplied by the Supplier or Sub-contractor under the Contract as specified in the Specification
Service Transfer	any transfer of the Services (or any part of the Services), for whatever reason, from the Supplier or any Sub-contractor to a Replacement Supplier or any of its sub-contractors (or to the Authority if appropriate)
Service Transfer Date	the date of a Service Transfer
Specification	the description of the Goods and Services to be supplied under the Contract as set out in the Specification Schedule including, where appropriate, the Key

	Personnel, the Contract Manager, the Commercial Manager, the Premises, and the Quality Standards
Specification Schedule	the schedule to this Contract setting out the Specification
Staff	all employees, staff, workers, agents and consultants of the Supplier, and of any Sub-contractor or other third party with whom the Supplier contracts in order to source the Goods and Services or any part of them, who are engaged in the provision of the Goods and Services from time to time
Staff Transfer Schedule	the staff transfer schedule annexed to this Contract
Sub-contractor	any sub-contractor of the Supplier of any tier, to include sub-contractors' sub-contractors
Tender	the document(s) submitted by the Supplier to the Authority in response to the Authority's invitation to suppliers for formal offers to supply it with the Goods and Services
Transferring Authority Employees	those employees of the Authority to whom TUPE will apply on the Relevant Transfer Date as contained in the Staff Transfer Schedule
Transferring Former Supplier Employees	in relation to a Former Supplier, those employees of the Former Supplier to whom TUPE will apply on the Relevant Transfer Date
Transferring Supplier Employees	those employees of the Supplier and/or the Supplier's sub-contractors to whom TUPE will apply on the Service Transfer Date
TUPE	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246)
2015 Regulations	the Public Contracts Regulations 2015 or any subsequent legislation that supplements or replaces it
Value for Money Schedule	the value for money schedule annexed to this Contract
Working Day	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

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

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) reference 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 subsequently amended or re-enacted by any subsequent statute, enactment, order, regulation or instrument;
- (e) reference to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and
- (g) headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

1.1.3 The Schedules form part of this Contract unless otherwise stated, and shall have effect as if set out in full in the body of this Contract. Subject to clause 1.6.2, in the event of conflict or ambiguity, the Contract to exclude the Schedules shall take precedence over the Schedules and the Specification shall take precedence over the Method Statements.

1.2 Contract Term

1.1.4 The Contract shall take effect on the Commencement Date and shall expire automatically on the Expiry Date, unless it is extended in accordance with clause 1.2.2, or otherwise terminated in accordance with the provisions of the Contract.

1.1.5 The Contract Term may be extended by the Authority giving written notice to the Supplier not less than 3 months prior to the last day of the then current Contract Term of its intention to extend the Contract. Each extension shall be for a period [between 1 and 2 years], and extensions may be repeated, **provided always that the total period of all extensions shall in no circumstances exceed [2 years] from the Original Expiry Date.** The provisions of the Contract will apply throughout any such extended period subject to any agreed variation or amendment made in accordance with this Contract.

1.3 Supplier's Status

At all times during the Contract Term the Supplier shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract. The Supplier shall not be, nor in any way

represent itself as, an agent of the Authority and shall have no authority to enter into any obligation on behalf of the Authority or to bind the Authority in any way.

1.4 Authority's Obligations

Save as otherwise expressly provided, the obligations of the Authority under the Contract are obligations of the Authority in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Authority in any other capacity, nor shall the exercise by the Authority of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Authority to the Supplier.

1.5 Notices

1.1.6 Any notice or consent which is to be given by either Party to the other shall only be valid if given by letter (sent by first class post, recorded delivery or special delivery). Any such notice or consent shall be deemed to have been duly received:

- (a) if dispatched by first class post, recorded delivery or special delivery, 2 Working Days after the day on which the relevant letter was posted to the correct address with proof or receipt;
- (b) if dispatched by e-mail, 4 hours after proof of read receipt.

Provided in each case that if the deemed receipt time occurs either on a day that is not a Working Day or after 1700 hours on a Working Day, then the notice or consent in question shall not in fact be deemed to have been received until:

- (i) in the case of post, 1000 hours, and
- (ii) in the case of email, 1200 hours

on the next following Working Day (such times being local time at the address of the recipient).

1.6 Mistakes in Information

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

1.1.8 The Supplier shall be fully responsible for reviewing the Specification and ensuring the Supplier can comply with the same. The Authority does not take any responsibility for the Method Statements fulfilling the Specification and the Authority shall not be responsible for any discrepancy, ambiguity or mistake between the Specification and the Method Statements. In the event of inconsistency or ambiguity between the Specification and the Method Statements, the Supplier shall give notice to the Authority and the Authority shall decide on which shall take precedence.

1.7 Conflicts of Interest

- 1.1.9 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any Staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of the Contract. The Supplier will disclose to the Authority full particulars of any such conflict of interest which may arise.
- 1.1.10 The Authority reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Supplier and the duties owed to the Authority under the provisions of the Contract. The actions of the Authority pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.

2 PROVISION OF GOODS AND SERVICES

2.1 Provision of Goods

- 1.1.1 The Supplier shall meet any delivery dates specified in the Specification and that the Authority notifies to the Supplier, and time is of the essence in relation to any of those delivery dates.
- 1.1.2 The Supplier undertakes and warrants to the Authority that any Goods supplied under the Contract shall:
- (a) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purposes held out by the Supplier or made known to the Supplier by the Authority expressly or by implication, and in this respect the Authority relies on the Supplier's skill and judgement;
 - (b) be free from defects in design, material and workmanship and remain so for at least [the warranty period set out in the Specification/[12] months from the date of delivery of Accepted Goods];
 - (c) correspond to the Specification and to any sample provided to and approved by the Authority (but no such approval shall remove the requirement to comply with the Specification);
 - (d) comply with all applicable statutory, regulatory and legal requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - (e) comply with all relevant EU or industry adopted standards and best practice.

- 1.1.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 1.1.4 The Authority may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 1.1.5 If following such inspection or testing the Authority considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at Clause 2.1.2, the Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 1.1.6 The Authority may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 1.1.7 The Authority's rights under this Contract are in addition to the statutory terms implied in favour of the Authority (so far as not inconsistent with any express terms of this Contract) including (without limitation) those under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (as amended).

2.2 Provision of Services

- 1.1.8 The Supplier shall meet any performance dates for the Services specified in the Specification and Service schedule that the Authority notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 1.1.9 The Supplier shall in provision of the Services during the Contract Term:
- (a) provide the Services subject to and in accordance with the Authority's requirements as set out in the Specification and the provisions of the Contract in consideration of the payment of the Contract Price;
 - (b) at all times execute the Contract with the highest level of care, skill and diligence, and comply with Law and the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body;
 - (c) perform the Services (and any modifications authorised by or under this Contract) efficiently, effectively and safely and in a manner wholly consistent with the terms of this Contract and to the reasonable satisfaction of the Authority;
 - (d) ensure that all Staff utilised in provision of the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper provision of the Services and have the appropriate training required to meet the requirements of the Specification and Contract;

- (e) use the best quality goods, materials, standards and techniques, and ensure that any deliverables, and all goods and materials supplied and used in the Services or transferred to the Authority, will be free from defects in workmanship, installation and design;
 - (f) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - (g) not do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Authority may rely or act on the Services; and
 - (h) co-operate with the Authority in all matters relating to the Services, and comply with all instructions of the Authority.
- 1.1.10 The acceptance of Services or any other approval or comment by the Authority, shall not affect the Supplier's obligation to deliver the Services strictly in accordance with the requirements of the Contract.
- 1.1.11 The Supplier will meet the requirement to accept individual and ad hoc orders outside of any Goods and/or Service schedule where the Goods and/or Service is outside of an agreed Goods and/or Service schedule and ordered separately by the Authority pursuant to an Order Form. Any goods and services required by the Authority pursuant to an Order Form shall be deemed to form part of the Goods and Services and shall be provided by the Supplier to the Authority to the same contractual standard of delivery as for Goods and Services. The Authority shall issue a Purchase Order Number for such Goods and Services and the Supplier shall invoice for payment for such Goods and Services quoting the Purchase Order Number, in accordance with the requirements of the individual Order Form. The Authority will not pay for any Goods and/or Services where the Supplier fails to provide the Goods and/or Services in accordance with the individual Order Form and the standard for Goods and Services to be delivered by the Supplier subject to and in accordance with this Contract.

2.3 Delivery of Goods

- 1.1.12 The Supplier shall ensure that:
- (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - (b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

- (c) it states clearly on the delivery note any requirement for the Authority to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

1.1.13 The Supplier shall deliver the Goods:

- (a) on the date specified in the Specification or, if no such date is specified, then within 5 days of the date specified in the Authority's project plan;
- (b) to the Premises stated in the Specification or as instructed by the or Authority before delivery (**Delivery Location**); and
- (c) during the Authority's normal hours of business on a Working Day, or as instructed by the Authority.

1.1.14 Delivery of the Goods shall be completed after the completion of unloading of the Goods at the Delivery Location and once all steps required to render the Goods usable have been taken, including, but not limited to, installing and/or assembling the Goods.

1.1.15 If the Supplier:

- (a) delivers less than [95]% of the quantity of Goods ordered, the Authority may reject the Goods; or
- (b) delivers more than [105]% of the quantity of Goods ordered, the Authority may at its sole discretion reject the Goods or the excess Goods,

and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Authority accepts the delivery, the Supplier shall make a pro rata adjustment to the invoice for the Goods.

1.1.16 The Supplier shall not deliver the Goods in instalments without the Authority's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Authority to the remedies set out in [clause 6.8](#).

2.4 Acceptance and Rejection

- 1.1.17 Any acceptance of Services, or any other approval or comment by the Authority, shall not affect the Supplier's obligation to deliver the Services strictly in accordance with the requirements of the Contract and shall be without prejudice to any other rights the Authority may have against the Supplier in contract, statute or common law.
- 1.1.18 Any Acceptance of the Goods by the Authority shall be without prejudice to any rights that the Authority may have against the Supplier to terminate, or in contract, statute or common law.

- 1.1.19 If any of the Goods, or their packaging, and/or the Services do not comply with any of the terms of the Contract, the Authority may (without prejudice to clauses 6.8 and 8.1 and any other right or remedy the Authority may have and irrespective of whether the Goods have been Accepted by the Authority):
- (a) in the case of Goods, reject those Goods or any part of them and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund of the Goods so returned shall be paid forthwith by the Supplier;
 - (b) refuse to accept further deliveries of the Goods or suspend performance of the Services pending resolution of the non-compliance to the Authority's satisfaction, without incurring any Authority liability to the Supplier; and
 - (c) at the Authority's option, require the Supplier shall take such steps, at the Supplier's costs, as are reasonably required by the Authority to remedy any defect in the Goods and/or Services and carry out any other work necessary to ensure that the terms of the Contract are complied with, or (in the case of Goods) to supply replacement Goods.

2.5 Property and risk

- 1.1.20 The Goods shall become the property of the Authority when delivered (including where relevant off-loading, assembly and/or installation by the Supplier) pursuant to clause 2.3.3 but shall pass back to the Supplier if the Goods are returned to the Supplier in accordance with this Contract. The Authority is entitled to a reasonable opportunity of examining the Goods for the purpose of ascertaining whether they are in conformity with the Contract.
- 1.1.21 Risk in the Goods shall remain with the Supplier until delivery to the Authority (including where relevant off-loading, assembly and/or installation by the Supplier) is complete, and shall pass back to the Supplier if the Goods are returned.

2.6 Equipment and Authority Items

- 1.1.22 The Supplier shall provide all the Equipment necessary for the supply of the Goods and Services.
- 1.1.23 The Supplier shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.
- 1.1.24 All Equipment brought onto the Premises shall be at the Supplier's own risk and the Authority shall have no liability for any loss of or damage to any Equipment save to the extent that the Supplier is able to demonstrate that such loss or damage was caused or significantly contributed to by the Authority's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Supplier and the Supplier shall be responsible for insuring the Equipment.

- 1.1.25 The Supplier shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 1.1.26 The Supplier shall, at the Authority's written request, at the Supplier's own expense and as soon as reasonably practicable:
- (a) remove from the Premises any Equipment which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with the Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.
- 1.1.27 On completion of the activity pursuant to this Contract which required the Equipment, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the relevant Goods and Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage, other than fair wear and tear, to the Premises or any objects contained thereon.
- 1.1.28 All Authority Items shall remain the property of the Authority and the Supplier shall:
- (a) not remove them from the Premises without Approval;
 - (b) return them to the Authority upon completion or termination of the Contract or earlier request by the Authority;
 - (c) keep them securely and in good condition, segregated and clearly marked as the Authority's property; and
 - (d) be fully liable for any loss of or damage to them.
- 1.1.29 Upon receipt of any Authority Items, the Supplier shall satisfy itself that they are adequate for the purpose for which they are being provided. The Authority Items shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Authority otherwise within 5 Working Days of receipt.
- 1.1.30 The Supplier shall maintain the Authority Items in good order and condition (excluding fair wear and tear).
- 1.1.31 The Supplier shall ensure the security of all the Authority Items whilst in its possession, either on the Premises or elsewhere during the provision of the Goods and Services, in accordance with the Authority's security requirements as required from time to time.
- 1.1.32 The Supplier shall be liable for all loss of, or damage to, the Authority Items (excluding fair wear and tear), save to the extent that such loss or damage was caused by the Authority's Default. The Supplier shall inform the Authority within 5 Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Authority Items.

- 1.1.33 The Supplier shall not, without the prior written consent of the Authority, use the Authority Items for any purpose other than as necessary for the performance of the Contract, or allow any third party to use, take possession of, or have any rights or lien over the Authority Items.
- 1.1.34 The Supplier shall not have, and shall ensure that Staff and Sub-contractors shall not have, a lien on the Authority Items for any sum due. The Supplier shall take all reasonable steps to ensure the title of the Authority and the exclusion of such lien are brought to the notice of all Staff dealing with any the Authority Items.
- 1.1.35 If there is any threatened seizure of any the Authority Items, or if the Supplier (or any Sub-contractors in possession of such Authority Items) goes into receivership, administration or liquidation (or the equivalent of any of these) the Supplier shall:
- (a) notify the Authority immediately;
 - (b) draw to the attention of the relevant official that the Authority Items belong to the Authority and do not form part of the Supplier's assets; and
 - (c) allow the Authority to enter the Supplier's premises or those of any Staff where the Authority Items are stored and take possession of them.

2.7 Key Personnel

- 1.1.36 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Goods and Services to the Authority. The Key Personnel shall be responsible for .
- 1.1.37 The Key Personnel shall not be released from supplying the Goods and Services without the agreement of the Authority, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.
- 1.1.38 Any replacements to the Key Personnel shall be subject to the agreement of the Authority. 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 Goods and Services.
- 1.1.39 The Authority shall not unreasonably withhold its agreement under clauses 2.7.2 or 2.7.3. Such agreement shall be conditional on appropriate arrangements being made by the Supplier to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.
- 1.1.40 Day to day operational contact between the Authority and the Supplier shall normally be handled through the respective Contract Managers, appointed with the operational authority to manage accordingly, subject to and in accordance with the authority limits set out in the Chief Constable's Financial Instructions.

- 1.1.41 Unless specifically agreed by the Contract Manager the Supplier shall ensure that there is no contact with the Authority by any Sub-contractor. All contact with the Authority shall be handled directly by the Supplier.
- 1.1.42 The Authority and the Supplier shall meet regularly **(at an appropriate frequency Contract Manager to advise)** to review the progress and the performance of the Contract. These meetings would normally be held at the office of the Authority's Contract Manager or other location as mutually agreed or by conference call. **Additionally one meeting every quarter should be extended to the respective Commercial Managers for a full review of the Contract and Specification.**

2.8 Licence to occupy Premises

GUIDANCE NOTE: A LICENCE WILL ONLY BE CONSIDERED IF THE CONTRACTOR DOES NOT HAVE EXCLUSIVE POSSESSION OR COULD ARGUE THE SAME. IF IT IS FEASIBLE FOR THE OCCUPATION TO BE REGARDED AS A LEASE, THEN A LEASE SHOULD BE GIVEN, CONTRACTED OUT OF THE 1954 ACT. REVIEW ON A CONTRACT TO CONTRACT BASIS.

- 1.1.43 Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract, shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract. The licence shall be made on the terms as set out in this clause 2.8 in a form as agreed between the parties.
- 1.1.44 The Supplier shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Authority may reasonably request.
- 1.1.45 Should the Supplier require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Authority at the Supplier's expense. The Authority shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Authority. The Authority may reinstate the Premises at the Supplier's cost. Upon expiry of the licence, the Supplier shall remove its items or chattels from the Premises.
- 1.1.46 The Supplier shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Authority, and the Supplier shall pay for the cost of making good any damage caused by the Supplier or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 1.1.47 The Parties agree that there is no intention on the part of the Authority to create a tenancy of any nature whatsoever in favour of the Supplier or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted

pursuant to the Contract, the Authority retains the right at any time to use any premises owned or occupied by it in any manner it sees fit

2.9 Goods and Services Improvement

- 1.1.48 The Supplier shall secure continuous improvement in the way in which it delivers the Goods and Services having regard to a combination of economy efficiency and effectiveness. In providing the Goods and Services the Supplier shall use all reasonable endeavours, throughout the Contract Term, to deliver value for money to the Authority in accordance with the Value for Money Schedule.
- 1.1.49 The Supplier shall have an ongoing obligation throughout the Contract Term to identify, and engage and co-operate with the Authority in relation to the development of, new or potential improvements to the Goods and Services, including but not limited to:
- (a) the emergence of new and evolving relevant technologies which could improve the Goods and Services, and those technological advances potentially available to the Supplier and the Authority which the Parties may wish to adopt; and/or
 - (b) new or potential improvements relating to the Goods and Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Goods and Services; and/or
 - (c) changes in management processes and ways of working that would enable the Goods and Services to be delivered at lower costs and/or at greater benefits to the Authority.
- 1.1.50 Any Changes shall be processed using the Change Control Procedure.

2.10 Supplier's Staff

- 1.1.51 The Supplier shall comply with the requirements of the Thames Valley Police policy with regard to vetting and security clearance of Staff, as may be varied from time to time. The policy shall require the Supplier to confirm the identity and eligibility to work of all Staff employed in the execution of the Contract (including those employed by its agents and Sub-contractors in the execution of the Contract), and to supply all such personal details as may be required on behalf of the Chief Constable.
- 1.1.52 The Supplier shall ensure that at all times all Staff are competent, appropriately qualified, vetted and meet with the Authority's acceptance.
- 1.1.53 The Authority may refuse to admit onto, or withdraw permission to remain in the Premises:
- (a) any member of the Staff; or
 - (b) any person employed or engaged by any member of the Staff,

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

- 1.1.54 At the Authority's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
- 1.1.55 The Supplier shall not sub-contract the whole or any part of the Contract without the Authority's prior written consent, which, if given, shall not affect the Supplier's obligations or liabilities under the Contract.
- 1.1.56 The Supplier shall allow the Authority or its nominated representative(s) access to its Sub-contractors for discussions in relation to the Contract provided that the Supplier is informed of the proposed agenda and the outcome of the discussions.
- 1.1.57 The Supplier shall ensure that its Staff, engaged on the Premises, comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.
- 1.1.58 The Supplier acknowledges that the Authority shall be free to search any member of Staff and shall procure that its Staff co-operate fully with the Authority for these purposes. The Supplier shall also ensure that all of its Staff carry out their duties and act while on the Premises or while providing the Goods and Services in an orderly and appropriate manner, having regard to the nature of their duties and that they shall at all times be dressed appropriately in view of their job category and the Goods and Services they are to provide.
- 1.1.59 If and when requested by the Authority, the Supplier shall procure (in respect of its Staff) from each person identified by the request a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and after expiry or termination of the Contract.
- 1.1.60 The Supplier shall comply with all requirements of the Authority's policies in force from time to time in respect of vetting the identity and bona fides of any Staff requiring admission to the Authority's premises in connection with the Contract. The decision of the Authority as to any person being undesirable or failing such vetting procedures shall be final and conclusive.
- 1.1.61 The Supplier shall ensure that only such of its Staff as have been authorised by the Authority be permitted access to the Premises, information or assets or otherwise have any involvement in the provision of the Goods and Services.
- 1.1.62 The Supplier undertakes only to nominate such persons as it believes, acting reasonably and in good faith, will require vetting in order to carry out work pursuant to the Contract. The Authority reserves the right to charge a fee to the Supplier in respect of the vetting procedure carried out in relation to those persons nominated by the Supplier for vetting.

- 1.1.63 Those persons authorised to carry out work in respect of the Contract may, at the discretion of the Authority, be issued with a photopass confirming their identity. The Supplier shall ensure, at its costs, that all relevant persons attend any location as the Authority shall direct for the issue of such photopasses.
- 1.1.64 Where the photopasses are required:
- (a) the Supplier shall issue an authenticated photopass to each person authorised to carry out work in respect of the Contract and required to have access to the relevant premises in order to do so and shall provide a second copy of each photopass for retention by the Authority;
 - (b) the Supplier shall ensure the return of any pass to the authority to destroy photopasses from any person that ceases to be authorised to carry out work in relation to the Contract or to require access to the relevant premises in order to do so;
 - (c) photopasses will be valid for a period of **3 years or such shorter period** as the Authority may direct and in order that the Authority may be assured of the continuing suitability of staff to be employed in relation to the Contract the Supplier shall ensure that completed security questionnaires are submitted in respect of relevant staff not less than 6 weeks before the expiry of any existing pass.
- 1.1.65 The Supplier shall only employ or engage persons in connection with the provision of the Goods and Services who satisfy ACPO National Vetting Policy (NVP) compliant Non Police Personnel Vetting (NPPV) security clearance processes at Level **1**. **[if vetting is not a requirement of the Contract please replace this wording with " Not Used" if unsure speak to your BP]**
- 1.1.66 The Supplier shall routinely operate staff checks, which as a minimum shall include:
- (a) Identity check:
 - (i) A visual examination of the following original documents provided by the individual:
 - (A) Full 10 year current British or EEA Passport, or
 - (B) Minimum of any two of the following:
 - (I) British driving license;
 - (II) Full birth certificate (issued within 6 weeks of birth);
 - (III) P45;
 - (IV) Cheque book and bank card with 3 statements and proof of signature;

- (V) Credit card with 3 statements and proof of signature;
 - (VI) Proof of residence (e.g. council tax, gas, electricity, water or landline telephone bills);
 - (ii) Detailed examination of the documents (and photographs) to ensure they are valid, apply to the individual and match (exactly) the information supplied in the job application.
 - (iii) Provision of a certificate signed by the Supplier to confirm an individual's identity, together with copies of the documents inspected.
 - (b) Nationality check and eligibility to work (for non-British citizens):
 - (i) Inspection of current passport including a check of the individual's likeness to the photograph and the date of birth.
 - (ii) Inspection of visas and work permits (also ensuring they match the period the Supplier intends to employ them).
 - (c) Other checks:
 - (i) National Insurance Number.
 - (ii) Birth certificate.
 - (iii) References from previous employers and a check to confirm their authenticity.
 - (iv) Qualifications and a check to confirm their authenticity.
 - (v) Driving licence to confirm validity.
- 1.1.67 The Supplier shall update staff information provided to the Authority as and when individual members of Staff are replaced or complemented by others.
- 1.1.68 The Supplier shall ensure that Staff employed on the contract, regardless of location, sign a confidentiality declaration and strictly adhere to the principles established within Official Secrets Act, Data Protection Act 2018 and the Thames Valley Police policy to protect information.
- 1.1.69 The Authority reserves the right to reject any of the Staff without giving any reason or explanation. The Authority also reserves the right to remove the right of Contract participation from any of the Staff at any time during the lifetime of the Contract, without giving any reason or explanation.
- 1.1.70 The Supplier shall ensure that all agents and Sub-contractors it employs in the execution of the Contract shall comply with this requirement.

- 1.1.71 Any delays caused by poor management of this process by the contractor will be their responsibility and an extension of time will not be granted

2.11 Provision of Information

Without prejudice to any other provisions in the Contract, including those in the Monitoring Schedule (if used), the Supplier shall provide such information in relation to the performance of its obligations and compliance with the Law required under the Contract (including information in respect of claims, progress against relevant timescales or milestones and information required by the Authority for the purposes of re-tendering provision of the Goods and Services) as the Authority may reasonably request from time to time, such information to be provided in the format and within the timescales reasonably specified by the Authority. The Supplier shall ensure that all such information is accurate and complete and, in respect of any information required by the Authority for re-tendering purposes, shall notify the Authority without delay of any changes to information previously provided to the Authority.

3 PAYMENT AND CONTRACT PRICE

3.1 Contract Price

- 1.1.72 In consideration of the Supplier's performance of its obligations under the Contract, the Authority shall pay the Contract Price in accordance with clause 3.2 (Payment and VAT).
- 1.1.73 All costs related to delivering the Goods and Services as required in the Specification are contained in the Pricing Schedule. This Schedule includes, but is not limited to all labour and employment costs, all materials, equipment, all administrative costs, taxes, insurance and any other disbursements or charges for which the Supplier will be liable and seeks recompense pursuant to this Contract.
- 1.1.74 The Authority shall, in addition to the Contract Price and following receipt of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Goods and Services supplied in accordance with the Contract.

3.2 Payment and VAT

- 1.1.75 The Parties agree that:
- (a) when payment becomes due, the Supplier shall forward invoices electronically via email in PDF format to
Email: apmodule@thamesvalley.pnn.police.uk;
 - (b) In the event of any issues the Supplier can contract the Accounts Payable team on 01865 855402
 - (c) any payment due under this Contract from the Authority to the Supplier is to be made no later than the end of a period of 30 days from the date on which the Authority completes any process of verification that the invoice is valid and undisputed;

- (d) the Authority is to consider and verify any invoice submitted by the Supplier in a timely manner with a view to ascertaining whether the invoice is valid and undisputed;
 - (e) the Supplier will include in any sub-contract which it awards provisions:
 - (i) imposing, as between the parties to that sub-contract, requirements to the same effect as those clauses (c) and (d) of this Contract refer to; and
 - (ii) requiring the sub-contractor party to that sub-contract to include in any sub-contract which it in turn awards provisions imposing, as between the parties to that sub-contract, requirements to the same effect as those referred to in clause (e) of this Contract; and
 - (f) they shall have regard to any guidance issued by the Minister for the Cabinet Office under regulation 113(4) of the 2015 Regulations.
- 1.1.76 The Supplier shall ensure that each invoice contains the information set out in clause 3.6 and that it is supported by any other documentation reasonably required by the Authority to substantiate the invoice. Without prejudice to the generality of the previous sentence, the Supplier shall ensure that each invoice contains details of the appropriate Purchase Order Number issued by the Authority in respect of the Goods and Services in question. The Authority may withhold payment if a Purchase Order Number is not included on the invoice.
- 1.1.77 The Supplier shall add VAT to the Contract Price at the prevailing rate as applicable.
- 1.1.78 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this clause 3.2.4 shall be paid by the Supplier to the Authority not less than 5 Working Days before the date upon which the tax or other liability is payable by the Authority.
- 1.1.79 The Supplier shall make all appropriate PAYE deductions for tax and National Insurance contributions from the remuneration it pays its personnel (none of whom shall be employees of the Authority) and the Supplier indemnifies the Authority in respect of any claims that may be made by the relevant authorities against the Authority in respect of tax demands or National Insurance or similar contributions relating to the Supplier's personnel or, where the Supplier is a partnership, relating to any partner in the Supplier.
- 1.1.80 The Supplier shall not suspend the supply of the Goods and Services unless the Supplier is entitled to terminate the Contract under clause 8.1.3 (Termination on Default) for failure to pay undisputed sums of money. Interest shall be payable by the Authority on the late payment of any undisputed sums of money properly invoiced, such interest to accrue on a daily basis at the rate of 1% per annum above the Bank of England base rate for the time being.

3.3 Recovery of Sums Due

- 1.1.81 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Contract), the Authority may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Authority.
- 1.1.82 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 1.1.83 The Supplier shall make all payments due to the Authority without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Authority to the Supplier.
- 1.1.84 Unless otherwise specified in the Contract, any sum payable by the Supplier to the Authority under the Contract or by either Party to the other under clause 3.3.3 shall be paid in cleared funds, within 5 Working Days of a demand for the same being notified by the recipient Party to the paying Party, to such bank or building society account as the recipient Party may from time to time direct.

3.4 Price Adjustment

The Contract Price shall apply for the Contract Term from the Commencement Date and save where expressly stated in the Pricing Schedule, cannot be varied save by way of a Change.

3.5 Non Sterling transactions

Any requirement of Law to account for the Goods and Services in currencies other than Sterling (or to prepare for such accounting) instead of and/or in addition to Sterling, shall be implemented by the Supplier free of charge to the Authority.

3.6 Form of Invoice

- 1.1.85 Unless otherwise agreed in writing by the Authority, all invoices shall include the following information:
 - (a) the Contract number;
 - (b) the Purchase Order Number;
 - (c) the specification number;
 - (d) an invoice number;
 - (e) the project number;
 - (f) a detailed description of the Goods and Services and any other deliverables under this Contract;

- (g) a detailed description of any recoverable expenses and the amounts of such;
- (h) the location, date or time period of delivery of the Goods and Services;
- (i) the Supplier's VAT number;
- (j) the amount due exclusive of VAT, other duty or early settlement discount;
- (k) the VAT rate and VAT amount;
- (l) the amount of any other duty or early settlement discount;
- (m) the amount due inclusive of VAT and any other duty or early settlement discount;
- (n) the source/name of the person at the Authority responsible for the order to which the invoice relates;
- (o) the source of authorisation of payment;
- (p) details of the Contract's BACS details or other method of payment;
- (q) the Supplier's contact details; and
- (r) the date of the invoice.

1.1.86 all invoices should be addressed to [•].

4 STATUTORY OBLIGATIONS AND REGULATIONS

4.1 Prevention of Corruption

1.1.87 The Supplier shall:

- (a) comply with all applicable Laws, statutes and regulations relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010 (the "Relevant Requirements");
- (b) not commit to any Prohibited Act or engage in any activity, practice or conduct that would constitute a Prohibited Act by it, or the Authority if such activity, practice or conduct had been carried out in the United Kingdom;
- (c) devise, implement and enforce throughout the Contract Term its own written policies and procedures, including adequate procedures under the Bribery Act 2010, in order to ensure compliance by:
 - (i) the Supplier;
 - (ii) the Staff; and,
 - (iii) any other associated persons of the Supplier,

with the Relevant Requirements and clause (b), and the Supplier shall produce to the Authority copies of such written policies and procedures within 7 days of signature of this Contract and at any time upon request by the Authority;

- (d) promptly report to the Authority any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
- (e) immediately notify the Authority in writing if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Contract;
- (f) within 2 months of the Commencement Date, and annually thereafter, certify to the Authority in writing signed by an officer of the Supplier, compliance with this clause 4.1.1 by the Supplier and all persons associated with it under clause 4.1.2. The Supplier shall provide such supporting evidence of compliance as the Authority may reasonably request.

1.1.88 The Supplier shall ensure that any person associated with the Supplier who is providing goods and services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 4.1 (the “Relevant Terms”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Authority for any breach of the Relevant Terms, and shall be directly liable to the Authority for any breach by such persons of any of the Relevant Terms.

1.1.89 Breach of this Clause shall be a material breach entitling the Authority to terminate this Contract.

1.1.90 For the purposes of this clause 4.1:

- (a) the meaning of “adequate procedures” and “foreign public official” and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively;
- (b) a person associated with the Supplier includes but is not limited to any Sub-contractor or third party of the Supplier; and
- (c) Prohibited Act means any of the following:
 - (i) offering, giving or agreeing to give to the Authority or any other public body or any person employed by or on behalf of the

Authority or any other public body any gift or consideration of any kind as an inducement or reward:

- (A) for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Contract, or any other contract with the Authority or any other public body; or
 - (B) for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract;
 - (C) paying commission or agreeing to pay any commission to the Authority or any other public body or any person employed by or on behalf of the Authority, or any other public body in connection with this Contract, or any other contract with the Authority, or any other public body or person employed by or on behalf of the Authority, or any other public body;
- (ii) committing any offence:
- (A) under the Bribery Act 2010; or
 - (B) under any Law creating offences in respect of fraudulent acts; or
 - (C) at common law in respect of fraudulent acts,

in relation to this Contract, or any other contract with the Authority, or any other public body or person employed by or on behalf of the Authority, or any other public body.

4.2 Prevention of Fraud

- 1.1.91 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by Staff and the Supplier (including its shareholders, members, directors) in connection with the receipt of monies from the Authority.
- 1.1.92 The Supplier shall notify the Authority immediately if it has reason to suspect that any fraud in relation to any contracts with the Authority has occurred or is occurring or is likely to occur.

4.3 Discrimination

- 1.1.93 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1988, the Equality Act 2010 or other relevant or equivalent Law, or any statutory modification or re-enactment thereof.

- 1.1.94 The Supplier shall (and shall use its reasonable endeavours to procure that its staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this Contract.
- 1.1.95 The Supplier shall undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

4.4 Environmental

The Supplier shall comply with all relevant environmental Law. The Supplier shall have committed a material breach of the Contract if the Supplier or any relevant Sub-contractor ceases to be an authorised person under the Environmental Protection Act 1990.

4.5 Health and Safety

- 1.1.96 The Supplier shall, and shall ensure that all Staff and Sub-contractors shall, when working on any site in connection with the Contract comply with all relevant health and safety legislation, codes of practice and any other appropriate standards, policies, procedures and documentation notified by the Authority. This will include, but is not limited to, the following:
- (a) Health and Safety at Work etc Act 1974;
 - (b) Management of Health and Safety at Work Regulations 1999;
 - (c) Workplace (Health, Safety and Welfare) Regulations 1992;
 - (d) Control of Substances Hazardous to Health Regulations 2002;
 - (e) Provision and Use of Work Equipment Regulations 1998;
 - (f) Personal Protective Equipment at Work Regulations 1992;
 - (g) Construction (Design and Management) Regulations 2015;
 - (h) Electricity at Work Regulations 1989;
 - (i) Personal Protective Equipment Regulations 2002;
 - (j) The Authority's Safety Rules for contractors and Sub-contractors;
 - (k) Work at Heights Regulations 2005;
 - (l) Control of Asbestos at Work Regulations 2012;
 - (m) any legislation which is equivalent to any of the Law referred to in this clause 4.5 and which is in force in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Supplier or any of its Staff or Sub-contractors.

The Authority may carry out an inspection or audit of the Supplier's systems and procedures for complying with its legal responsibilities at any time.

- 1.1.97 The Supplier shall provide applicable hazard information such as material safety data sheets and shall inform the Authority of all regulations, guidance and significant risk (statutory or otherwise) which the Supplier knows or believes to be associated with the Goods and Services and/or any combination of the Goods and Services with another product/service, in the event of any release or spillage of substances hazardous to the environment, the Supplier will notify the Authority and the appropriate statutory bodies immediately and ensure that all necessary remedial action is taken to protect the environment.
- 1.1.98 The Supplier shall notify the Authority of past enforcement action taken against the Supplier and provide such details of prosecutions, fines, accident history and frequency rate as may be considered necessary by the Authority.
- 1.1.99 The Supplier shall provide the Authority on request with a copy of its health and safety policy, risk assessments, method statements and safe systems and procedures. Notwithstanding this, the Supplier shall ensure that its Staff and Sub-contractors comply at all times with the Authority's "Health and Safety Policy and Safety Rules for Suppliers and Sub contractors" (or any applicable replacement policy or rules from time to time) in so far as it or they are relevant to the Contract.
- 1.1.100 The Supplier shall comply with any health and safety related conditions stipulated by the Authority from time to time. Such conditions override details contained in the Supplier's internal documentation.
- 1.1.101 The Supplier shall notify the Authority in writing without delay of all incidents, which either could have lead, or did lead, to injury and/or damage. Where incidents are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 1995, a completed copy of form F2508 and an investigation report shall be supplied.
- 1.1.102 The Supplier shall ensure that sufficiently trained and competent employees will be provided to undertake the duties defined in the Contract and shall provide evidence of competency where required by the Authority.
- 1.1.103 The Supplier shall provide product specifications, technical supporting information, user instructions and maintenance information relating to any Goods and Services to be supplied to the Authority.

4.6 Modern Slavery Act

- 1.1.104 In undertaking its obligations under this Contract, the Supplier shall (if applicable) ensure that it shall comply and procure that each of its Sub-contractors shall comply with the obligations under the Modern Slavery Act 2015.
- 1.1.105 The Supplier warrants and represents that:

- (a) it shall conduct all of its business in a manner that is consistent with the provisions of the Modern Slavery Act 2015;
- (b) neither the Supplier or any of its officers, employees, agents, [sub-contractors] or other persons associated with it:
 - (i) has committed an offence under the Modern Slavery Act 2015
 - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with the Modern Slavery Act 2015
- (c) the responses in relation to the Modern Slavery Act 2015 in the ***Standard Selection Question or Suitability Assessment Questionnaire** are, and remain complete and accurate. **(*delete as appropriate)**.

1.1.106 The Supplier shall undertake due diligence audits for its own suppliers, Sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking as defined in the Modern Slavery Act 2015 in its supply chains.

1.1.107 The Supplier shall notify the Authority immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-contractors have breached or potentially breached any of Supplier's obligations under Clause 4.6. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations

1.1.108 Any breach of Clause 4.6 by the Supplier shall be deemed a material breach of the Contract and shall entitle the Authority to terminate the Contract.

LARGER CONTRACTS TURNOVER OVER £36 MILLION (*DELETE IF NOT USED)

1.1.109 The Supplier shall prepare and deliver to the Authority no later than **[insert date]** in each year or at such other time on request by the Authority, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its operations

1.1.110 The Supplier shall maintain a comprehensive set of electronic records to trace the supply chain of all Goods and Services provided to the Authority in connection with this Contract and implement annual supplier and Sub-contractor audits, either directly or through a third party auditor to monitor compliance with the Modern Slavery Act 2015.

1.1.111 The Supplier shall indemnify the Authority against any losses, liabilities, damages, costs (including but not limited to legal other professional adviser's fees) and expenses incurred by, or awarded against the Authority as a result of any breach of the Modern Slavery Act 2015.

4.7 Change in Law

Applicable law” means laws and any other instruments/ subordinate legislation having the force of law in the United Kingdom. For the avoidance of doubt, Applicable Law shall include any applicable statute, ordinance, decree, regulation, or by-law or any rule, circular, directive or any licenses, consent, permit, authorisation, concession or other approval issued by any authority which has appropriate jurisdiction.

“Change of Law” means the coming into effect after the bid submission date of: **[Enter bid submission date]**

Applicable Law; or any applicable judgment of a relevant court of law which changes the interpretation of the Applicable Law and is a binding precedent which directly and adversely affects the Suppliers performance under the Contract in a material way.

If the Supplier suffers (or will suffer) delay and/ or incurs additional costs as a result of a Change of Law that could not be foreseen at the time of bidding, then the Supplier will be entitled to an adjustment to the contract price/ tariffs and /or an extension of time. The Supplier must deliver a notice to the Authority within **[3]** months of the occurrence of that Change of Law identifying the Change of Law and the impact of that change of Law, accompanied by full details of the claim. The Authority will proceed in accordance with the Change Control Procedure to agree or determine these matters.

If the Supplier is prevented from performing its obligations under the Contract, but would be able to proceed if a variation were made to the Contract, then the Supplier should submit a notice for a Change to the Authority in accordance with the Change Control Procedure

Any dispute as to the agreement of any variation under this Clause 4.7 shall be dealt with under the Dispute Resolution Procedure. If the Parties cannot agree then either Party can give the other Party no less than **[6]** months written notice to terminate the Contract.

If a Change of Law occurs, the Supplier is obliged to take all reasonable steps to mitigate the adverse impact of such Change of Law upon the Contract.

5 PROTECTION OF INFORMATION

5.1 Official Secrets Act 1911 to 1989, S182 of the Finance Act 1989

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

- (a) the Official Secrets Acts 1911 to 1989; and
- (b) Section 182 of the Finance Act 1989.
- (c) or any Law amending, replacing or renewing the above.

1.1.113 The Supplier shall keep secret and not disclose any information of a confidential nature obtained by reason of this Contract except information which is in the public domain otherwise than by reason of a breach of this provision.

- 1.1.114 In the event that the Supplier or its Staff fail to comply with this clause, the Authority reserves the right to terminate the Contract by giving notice in writing to the Supplier.

5.2 Confidential Information and Security of Information

- 1.1.115 Notwithstanding the provisions of this clause 5.2, the Supplier hereby consents to the Authority providing the Contract Price of the Goods and Services or other details of the Contract to any other police authority solely for the purpose of enabling that authority to evaluate any potential contract which it may enter into with the Supplier.
- 1.1.116 In this Contract, "Confidential Information" shall mean shall mean any information which is disclosed under an obligation of confidentiality, or is by its nature clearly confidential, including (without limitation) any information relating to that Party's services, operations, plans or intentions, service information, commercial or technical know-how, technology, design rights, trade secrets, know-how, personnel, clients, market opportunities, pricing and strategies and business affairs or those of its clients and is disclosed (whether in writing, verbally or by any other means and whether directly or indirectly) by a Party ("the **Disclosing Party**") to the other Party ("the **Receiving Party**")
- 1.1.117 The Receiving Party shall (and shall procure that its employees, officers, agents, contractor or advisers ("**Representatives**") shall), only use the Confidential Information solely for the purposes of this Contract and:
- (a) keep that Confidential Information confidential;
 - (b) use it only for the purpose of exercising or performing its rights and obligations under this Contract; and
 - (c) not disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this Contract.
- 1.1.118 The Receiving Party will exercise in relation to the Disclosing Party's Confidential Information no lesser security measures and degree of care than those which the Receiving Party applies to its own confidential information of a similar type, and in any event shall exercise a reasonable and appropriate degree of care and protection.
- 1.1.119 The Receiving Party undertakes not to disclose any of the Disclosing Party's Confidential Information to any third party except that it may disclose such Confidential Information to its Representatives but only to the extent necessary for the performance of its obligations under this Contract or for regulatory or accounting purposes. The Receiving Party shall ensure that any Representative to whom it discloses the Confidential Information shall be informed of the confidential nature of the information before disclosure and at all times:
- (a) such Representative shall be bound by obligations of confidentiality on terms no less onerous than those set out in this Contract; and

- (b) the Receiving Party shall remain responsible for such Representatives' compliance with the confidentiality obligations set out in this clause 5.2.
- 1.1.120 The Receiving Party undertakes to destroy or return (at the Disclosing Party's discretion) to the Disclosing Party all of the Disclosing Party's Confidential Information in its possession, custody or control on receipt of a request to that effect and, in any event, upon termination or expiry of this Contract (except to the extent that such forms a part of the Goods and Services)
- 1.1.121 Without prejudice to any other rights or remedies that either Party may be entitled to, the Parties acknowledge that damages may not be an adequate remedy for breach of these confidentiality obligations and agree that both Parties will be entitled to seek the remedies of injunction, specific performance and any other available equitable relief for any threatened or actual breach.
- 1.1.122 Any Confidential Information supplied to the Receiving Party will remain the property of the Disclosing Party, and the Receiving Party will not obtain any right, title or interest therein.
- 1.1.123 The provisions of this clause 5 shall not apply to any Confidential Information:
 - (a) to the extent that it is or comes into the public domain otherwise than as a result of a breach of this Contract by the Receiving Party;
 - (b) that the Receiving Party can show by its written records was in its possession prior to receiving it from the Disclosing Party and which it had not previously obtained from the Disclosing Party or a third party on its behalf under an obligation of confidence;
 - (c) that has been independently developed by the Receiving Party without access to the Confidential Information;
 - (d) that the Parties agree in writing is not confidential or may be disclosed; or
 - (e) where the Authority is the Receiving Party, which is required to be disclosed by Law (including, but not limited to, disclosure under the FOIA or the EIR or other similar information legislation), by any governmental or other regulatory body or by a court or other authority of competent jurisdiction.
- 1.1.124 Respect for the privacy and rights of Data Subjects will be afforded at all stages of the Purpose.
- 1.1.125 The restrictions contained within this section shall cease to apply to any Data which may come into the public domain otherwise than through unauthorised disclosure by the Parties to the Contract.

5.3 Freedom of Information

- 1.1.126 The Supplier acknowledges that the Authority is subject to the FOIA and the EIR and the Supplier shall assist and cooperate with the Authority (at the Supplier's expense) to enable the Authority to comply with these information disclosure requirements.
- 1.1.127 The Supplier shall provide required information, and use its best endeavours to procure that its agents, employees and contractors provide information, to the Authority within the timeframes requested by the Authority.
- 1.1.128 The Authority shall be responsible for determining at its absolute discretion whether any information:
- (a) is exempt from disclosure;
 - (b) is to be disclosed in response.
- 1.1.129 The Supplier acknowledges that the Authority may be obliged to disclose information without consulting with the Supplier.
- 1.1.130 The Supplier shall ensure that all information produced during the Contract Term or relating to the Goods and Services is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.
- 1.1.131 The Supplier shall not respond directly to a request for information from a third party unless expressly authorised to do so by the Authority.
- 1.1.132 Where the Supplier receives a request for information under the provisions of the Freedom of Information Act 2000 in respect of information provided by or relating to the Authority, the Supplier will contact the Authority to ascertain whether the Authority wishes to claim any exemption including the determination of whether or not the Authority wishes to issue a response neither to confirm nor deny that information is held.
- 1.1.133 If any Party to this Contract receives a request for information under the provisions of the Freedom of Information Act 2000 identified as originating from another Party, the receiving Party will contact the other Party to determine whether the latter wishes to claim an exemption under the provisions of that Act.
- 1.1.134 The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Authority may nevertheless be obliged to disclose Confidential Information in accordance with the FOIA or other relevant legislation.

5.4 Data Protection Legislation

[Guidance Note: Schedule 14 to be inserted and completed.]

- 1.1.135 The Supplier shall comply with its obligations under the UK General Data Protection Regulation ("GDPR") and Data Protection Act 2018 ("DPA"), in each case together

with all laws implementing or supplementing the same and any other applicable or equivalent data protection or privacy laws.

1.1.136 Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, under Schedule 14.

1.1.137 Without prejudice to any obligations of confidentiality it may have, where the Supplier or Staff have access to the Authority's computer systems or to Information relating to the Authority's customers or subject to the DPA, the Supplier shall:

- (a) comply (and ensure that all relevant Staff comply) with all relevant provisions of the Computer Misuse Act 1990 and the DPA; and
- (b) respect the privacy and rights of Data Subjects at all times; and
- (c) ensure such Information is not disclosed to or accessed by Staff not directly employed by the Supplier without the Authority's prior written consent; and
- (d) keep (and ensure all relevant Staff keep) such Information secure and confidential, act only on the Authority's instructions with respect to it, and comply with such further reasonable requirements from time to time of the Authority for the security of it; and
- (e) not export such Information outside the European Economic Area without the Authority's prior written consent; and
- (f) allow (and ensure that all relevant Staff allow) the Authority or its authorised representatives such access to premises, systems and records containing such Information as is reasonably necessary to assess the Supplier's compliance with this Condition.

1.1.138 Any breach of this Clause 5.4 or Schedule 14 by the Supplier shall be deemed to be a material breach of the Contract and the Supplier shall indemnify the Authority from and against any costs, losses, damages, proceedings, claims, expenses or demands incurred or suffered by the Authority which arise as a result of such breach.

1.1.139 Each party agrees that, in the performance of their respective obligations under this Contract, it shall comply with the provisions of Schedule 14.

1.1.140 This Clause 5 shall survive termination of the Contract.

5.5 Publicity, Media and Official Enquiries

1.1.141 The Supplier shall not make any press announcement or publicise the Contract or any part thereof in any way, except with the Approval of the Authority.

1.1.142 The Supplier shall take all reasonable steps to ensure that its Staff, Suppliers and professional advisors comply with clause 5.5.

5.6 Security

The Authority shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Supplier shall comply, and shall ensure that all Staff and Sub-contractors comply, with all applicable security requirements of the Authority from time to time, including (where applicable) all security requirements in respect of the Premises, data, databases, computers, Authority Items and/or any Confidential Information of the Authority (including documents in whatever format containing confidential and/or secret information).

5.7 Intellectual Property Rights

1.1.143 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "IP Materials"):

- (a) furnished to or made available to the Supplier by or on behalf of the Authority shall remain the property of the Authority; and
- (b) prepared by or for the Supplier on behalf of the Authority for use, or intended use, in relation to the performance by the Supplier of its obligations under the Contract shall belong to the Authority;

and the Supplier shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

1.1.144 The Supplier hereby assigns to the Authority, free of any additional charge and with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause 5.7.1. This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of the Intellectual Property Rights produced by the Supplier. The Supplier shall execute all documentation necessary to execute this assignment.

1.1.145 The Supplier shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contract or the performance of the Contract.

1.1.146 The Supplier shall ensure that the third party owner of any Intellectual Property Rights that are used or which may be used to perform the Contract grants to the Authority a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Authority an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Authority to sub-license, transfer, novate or assign to other contracting authorities, the Replacement Supplier or to any other third party supplying goods and services to the Authority.

1.1.147 The Supplier shall not infringe any Intellectual Property Rights of any third party in supplying the Goods and Services and the Supplier shall, during and after the

Contract Period, indemnify and keep indemnified and hold the Authority and the Crown harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur as a result of or in connection with any breach of this clause.

- 1.1.148 The Authority shall notify the Supplier in writing of any claim or demand brought against the Authority for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Supplier.
- 1.1.149 The Supplier shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Supplier, provided always that the Supplier:
- (a) shall consult the Authority on all substantive issues which arise during the conduct of such litigation and negotiations;
 - (b) shall take due and proper account of the interests of the Authority; and
 - (c) shall not settle or compromise any claim without the Authority's prior written consent (not to be unreasonably withheld or delayed).
- 1.1.150 The Authority shall at the request of the Supplier afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority or the Supplier by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Supplier's obligations under the Contract and the Supplier shall indemnify the Authority for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so.
- 1.1.151 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Authority or the Supplier in connection with the performance of its obligations under the Contract.
- 1.1.152 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Supplier is likely to be made, the Supplier shall notify the Authority and, at its own expense and subject to the consent of the Authority (not to be unreasonably withheld or delayed), use its best endeavours to:
- (a) modify any or all of the Goods and Services without reducing the performance or functionality of the same, or substitute alternative Goods and Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutates mutandis to such modified Goods and Services or to the substitute Goods and Services; or

- (b) procure a licence to use and supply the Goods and Services, which are the subject of the alleged infringement, on terms which are acceptable to the Authority,

and in the event that the Supplier is unable to comply with clauses (a) or (b) within 20 Working Days of receipt of the Supplier's notification the Authority may terminate the Contract with immediate effect by notice in writing.

- 1.1.153 The Supplier grants to the Authority a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights that the Supplier owned or developed prior to the Commencement Date and which the Authority reasonably requires in order exercise its rights and take the benefit of this Contract including the Goods and Services provided.

5.8 Audit

- 1.1.154 The Supplier shall keep and maintain until 6 years after the end of the Contract Term, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Goods and Services supplied under it, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Supplier shall on request afford the Authority and/or the National Audit Office (or any other applicable national audit body from time to time) and their respective representatives such access to those records as may be requested by the Authority in connection with the Contract.
- 1.1.155 The Authority reserves the right to conduct an inspection and audit of the Goods and Services supplied under this Contract, and of the data (financial and non-financial) held by the Supplier, its Staff, agents and Sub-contractors, which relates to this Contract.
- 1.1.156 The Authority reserves the right to inspect the Goods and Services with reasonable prior notice at any time and at the premises where they are or have been completed, whether such premises are owned by the Authority, the Supplier, its Sub-contractor or any other third party.
- 1.1.157 The Authority shall have the right to conduct audits of data (financial and non-financial) which relate to the supply of Goods and Services through the Contract, which is held by the Supplier, its Staff, agents and Sub-contractors during normal business hours.
- 1.1.158 The Supplier shall ensure that all data relating to the Contract can be readily accessed by the Authority, whether it is in electronic or hard copy format, through electronic means from the Premises or through a visit by its appointed staff, agents or representatives to the Supplier's premises.
- 1.1.159 The Supplier shall facilitate any access arrangements on behalf of the Authority to its premises and data and to the premises and data of its Staff, agents and Sub-contractors.

- 1.1.160 The Authority reserves the right to use its own staff and/or any agent or representative of its choice to conduct inspections, audits and testing on its behalf. Where an agent or representative is appointed, the Supplier shall be notified in writing or through a letter of authorisation presented by the agent/representative.
- 1.1.161 The Authority reserves the right to share information gathered through inspections, audits and testing with organisations of its choice to check accuracy and to carry out benchmarking exercises.
- 1.1.162 Where inspection and auditing reveals that the Supplier is failing to fulfil its obligations under the terms of the Contract, the Supplier shall be notified of such default and be required to promptly correct this at no cost to the Authority. Where inspection and auditing reveals that the Supplier is in material breach of Contract, the Authority reserves the right to terminate the Contract in accordance with clause 8.1.

5.9 Transparency

- 1.1.163 The Supplier acknowledges that the Authority is subject to the Elected Local Policing Bodies (Specified Information) Order 2011 and hereby gives its consent for the Authority to publish this Contract when the Authority is required to do so.
- 1.1.164 The Authority at its sole discretion may redact all or part of the Contract Information prior to its publication. In doing so the Authority will take account of the FOIA. The Authority may consult with the Supplier regarding any redactions to this Contract to be published pursuant to this clause. The final decision regarding publication and/or redaction of the Contract information shall be that of the Authority.
- 1.1.165 The Supplier shall assist and cooperate with the Authority to enable the Authority to publish the Contract.

6 CONTROL OF THE CONTRACT

6.1 Sub-Contracting

- 1.1.166 The Supplier shall not sub-contract any part of the Contract without prior Approval. Sub-contracting any part of the Contract shall not relieve the Supplier of any of its obligations or duties under the Contract.
- 1.1.167 The Authority consents to the engagement of the Approved Sub-contractor(s).
- 1.1.168 The Supplier shall only sub-contract its obligations under this Contract to an Approved Sub-contractor or, where there is a requirement for an additional or alternate sub-contractor, with the prior written consent of the Authority in accordance with the following provisions of this clause 6.1.
- 1.1.169 Without prejudice to the generality of clause 6.1.3, the Authority may withhold or delay its consent to an additional Sub-contractor where it considers that:

- (a) the appointment of a proposed sub-contractor may prejudice the provision of the Goods and Services or may be contrary to the interests of the Authority;
- (b) the proposed sub-contractor is considered to be unreliable and/or has not provided reasonable goods and services to its other customers;
- (c) the proposed sub-contractor is unable to provide the information, warranties and obligations relevant to the proposed sub-contractor's appointment, required to ensure compliance with this Contract to include, without limitation Clauses 4 and 5 of this Contract; and/or
- (d) the proposed sub-contractor employs unfit persons.

1.1.170 In making a request pursuant to clause 6.1.3 the Supplier shall provide the Authority with the following information about the proposed sub-contractor:

- (a) its name, registered office and company registration number;
- (b) a copy of the proposed sub-contract;
- (c) the purposes for which the proposed sub-contractor will be employed, including the scope of any Goods and Services to be provided by the proposed sub-contractor;
- (d) if relevant, confirmation that the sub-contract requires the proposed sub-contractor to comply with any relevant Service Levels;
- (e) where the proposed sub-contractor is also an affiliate of the Supplier, evidence that demonstrates to the reasonable satisfaction of the Authority that the proposed sub-contract has been agreed on "arms-length" terms;
- (f) an evaluation of the sub-contractor's financial stability;
- (g) information, warranties and obligations relevant to the proposed sub-contractor required to ensure compliance with this Contract to include, without limitation Clauses 4 and 5 of this Contract;
- (h) all information reasonably required by the Authority to determine whether the performance by the sub-contractor of the sub-contracted Goods and Services will comply with the goods and services standards and security requirements of this Contract; and
- (i) any further information reasonably requested by the Authority.

1.1.171 The Supplier shall ensure that each sub-contract shall include:

- (a) a right under the Contracts (Rights of Third Parties) Act 1999 for the Authority to enforce the terms of that sub-contract as if it were the Supplier;

- (b) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the sub-contract to the Authority;
 - (c) a provision requiring the sub-contractor to comply with obligations and warranties similar to the Supplier's obligations and warranties in this Contract to include, without limit, the obligations and warranties required pursuant to clauses 4 and 5 of this Contract;
 - (d) a provision restricting the ability of the sub-contractor to further sub-contract elements of the goods and services provided to the Supplier without first seeking the consent of the Authority; and
 - (e) payment terms as set out in clause 3.2.1(e) of this Contract.
- 1.1.172 The Supplier shall not terminate or materially amend the terms of any Approved Sub-contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed.
- 1.1.173 The Authority may require the Supplier to terminate any Approved Sub-contract where the acts or omissions of the relevant Approved Sub-contractor have given rise to the Authority's right of termination under this Contract.
- 1.1.174 The Authority may require the Supplier to terminate the relevant Approved Sub-contract if there is change of control (as defined in clause 1 of this Contract) of an Approved Sub-contractor.
- 1.1.175 If the Authority is able to obtain from any Sub-contractor or any other third party more favourable commercial terms with respect to the supply of any Related Supply, then the Authority may:
- (a) require the Supplier to replace its existing commercial terms with that person with the more favourable commercial terms obtained by the Authority in respect of the relevant Related Supply; or
 - (b) subject to clause 6.1.12, enter into a direct agreement with that Sub-contractor or third party in respect of the relevant Related Supply.
- 1.1.176 If the Authority exercises either of its options pursuant to clause 6.1.10, then the Contract Price shall be reduced by an amount that is agreed in accordance with the Change Control Procedure.
- 1.1.177 The Authority's right to enter into a direct agreement for the supply of the relevant Related Supply is subject to:
- (a) the Authority making the relevant Related Supply available to the Supplier where this is necessary for the Supplier to provide the Goods and Services; and
 - (b) any reduction in the Contract Price taking into account any unavoidable costs payable by the Supplier in respect of the substituted Related Supply, including in respect of any licence fees or early termination charges.

- 1.1.178 Despite the Supplier's right to sub-contract pursuant to this clause 6.1, the Supplier shall remain responsible for all acts and omissions of the Sub-contractors and the acts and omissions of those employed or engaged by the Sub-contractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation upon the Supplier to procure that its employees, Staff, agents and Sub-contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

6.2 Assignment

- 1.1.179 The Supplier shall not assign, novate or (save as provided for in clause 6.1) otherwise dispose of any or all of its rights and obligations under the Contract without having applied for and received the Authority's written approval.

- 1.1.180 The Authority may, without consent:

- (a) assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract to any organisation or body to which the powers and duties (or any of them) of the Authority may be transferred (whether by Act of Parliament or otherwise); or
- (b) assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract to any other body (including but not limited to any private sector body) which substantially performs any of the powers or duties that previously had been performed by the Authority

and in either case the Supplier shall promptly enter into any reasonable agreements to put the assignment, novation or arrangement into effect.

- 1.1.181 Any change in the legal status of the Authority such that it ceases to be a contracting Authority shall not affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Authority.

6.3 The Contracts (Rights of Third Parties) Act 1999

- 1.1.182 Subject to clause 6.1.6(a), a person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties. This clause does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.

6.4 Waiver

- 1.1.183 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.

- 1.1.184 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 1.5 (Notices).

- 1.1.185 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

6.5 Change Control Procedure

- 1.1.186 Where the Authority or the Supplier sees a need to change this Contract, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in this Clause 6.5.
- 1.1.187 Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this Contract in compliance with its terms before such Change.
- 1.1.188 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either Party.
- 1.1.189 Any work undertaken by the Supplier and its Staff which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of the Change Control Procedure, shall be undertaken entirely at the expense and liability of the Supplier.
- 1.1.190 Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
- (a) no further action being taken; or
 - (b) a request to change this Contract by the Authority; or
 - (c) a recommendation to change this Contract by the Supplier.
- 1.1.191 Where a written request for a Change is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Template signed by the Supplier to the Authority within three weeks of the date of the request.
- 1.1.192 A recommendation to amend this Contract by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Template signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Template within three weeks, but shall not be obliged to approve such Change.
- 1.1.193 Each Change Control Template shall be completed to include the information required by the template.
- 1.1.194 For each Change Control Template submitted by the Supplier the Authority shall, within the period of the validity of the Change Control Note:
- (a) allocate a sequential number to the Change Control Template; and

- (b) evaluate the Change Control Template and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Template by arranging for two copies of the Change Control Template to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - (iii) notify the Supplier of the rejection of the Change Control Template. The Authority is under no obligation to give reasons for its rejection.

1.1.195 A Change Control Template signed by the Authority and by the Supplier shall constitute an amendment to this Contract.

1.1.196 Any price or time adjustment required by the Supplier must be reasonably requested and shall be clearly set out in the Change Protocol Template, including any cost and time mitigation measures that the Supplier can take to minimise the impact of the Change. The Supplier shall satisfy the Authority of the reasonableness of any change in prices and/or time-scales and undertakes:

- (a) to afford facilities to the Authority's nominated representative to visit the Supplier's premises for the purpose of examining the process involved in the execution of the Change and estimating or ascertaining the cost of executing it; and,
- (b) to provide the Authority with such particulars of costings in connection with the Change as may be required by the Authority and to permit them to be verified by a representative of the Authority through inspection of its books, accounts and other documents and records.

6.6 Severability

If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

6.7 Monitoring of Contract Performance

[Guidance Note: If the Monitoring Schedule does not incorporate any of the ideas of 'Performance Indicators', 'Minimum Service Threshold, Service Period, KPI Failure, or 'Service Credits' this clause should be reviewed / amended.]

1.1.197 The Supplier shall comply with the monitoring arrangements set out in the Monitoring Schedule in relation to the monitoring and reporting on its performance against the Performance Indicators.

1.1.198 The Supplier shall provide the Goods and Services in such a manner so as to meet or exceed the Minimum Service Threshold for each Performance Indicator.

If in any Service Period a KPI Failure occurs Service Credits shall be deducted from the Contract Price in accordance with the Monitoring Schedule.

6.8 Remedies in the event of inadequate performance

1.1.199 If the Supplier cannot perform any aspect of the Contract then the Supplier shall notify the Authority in accordance with the Monitoring Schedule.

1.1.200 Without prejudice to its rights under clause 8.1 (Termination on Default), if the Authority informs the Supplier in writing that the Authority reasonably believes that any part of the Goods and Services does not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of a Default by the Authority, the Supplier shall at its own expense re-schedule and carry out the Goods and Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Authority. In doing so, the Supplier shall:

- (a) ensure that any remedied part of the Goods and Services is compatible with all Goods and Services; and
- (b) complete the remedy to the satisfaction of the Authority within the time-scales specified by the Authority or such other timescale agreed in writing with the Authority; and
- (c) cause the minimum of disruption to the Authority, its staff, agents, Sub-contractors and customers in effecting any remedy.

The Authority may at its discretion direct the Supplier to work outside normal working hours at no cost to the Authority.

1.1.201 Where there is a failure to comply with the Contract and the failure is not remedied to the satisfaction of the Authority within such reasonable time as may be specified by the Authority, it will be considered a material breach.

1.1.202 In the event that the Authority is of the reasonable opinion that there has been a material breach of the Contract by the Supplier, then the Authority may, without prejudice to its rights under clause 8.1 (Termination on Default), do any of the following:

- (a) subject to clause 6.8.5, itself supply or procure the supply of all or part of the Goods and Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Authority that the Supplier will once more be able to supply all or such part of the Goods and Services in accordance with the Contract and for the avoidance of doubt, in such circumstances, the Authority shall have no liability to pay the Contract Price in respect of those Goods and Services which the Authority has itself supplied or procured;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Goods and Services only (whereupon a

corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Goods and Services; and/or

- (c) terminate, in accordance with clause 8.2 (Termination on Default), the whole of the Contract.

1.1.203 The Authority shall give the Supplier notice of its intention to self-deliver pursuant to clause 6.8.4(a) before making arrangements for itself or others to carry the required action or take over the affected Goods and Services, unless in circumstances of emergency or where it would be unreasonable to await action from the Supplier having regard to confidentiality, safety, security, well-being, criminal justice, the Authority's statutory function or other relevant circumstances at the time.

1.1.204 Without prejudice to its right under clause 3.3 (Recovery of Sums Due), the Authority may charge the Supplier for any costs reasonably incurred by the Authority, to include any reasonable administration costs and expenses, in respect of the supply of any part of the Goods and Services by the Authority or a third party (including pursuant to clause 6.8.2) to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Goods and Services and provided that the Authority uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Goods and Services to the extent possible given the circumstances.

6.9 Remedies Cumulative

Except as otherwise expressly provided by the Contract, all rights and remedies available to either Party under the Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

6.10 Entire Agreement

1.1.205 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. No other documents (including parts thereof), terms or variations to the Contract shall apply unless they have been agreed in writing by both Parties and in accordance with the processes set out in this document. This exclusion includes any terms routinely issued by the Supplier in its business documentation (including quotations, Purchase Order Number acknowledgements, delivery notes and invoices). The Supplier acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon, and in connection with the Contract does not have any remedy and waives all rights in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in the Contract, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

1.1.206 In the event of, and only to the extent of, any conflict or inconsistency between the clauses of the Contract, the Schedules and any other documents referred to in or

attached to the Contract, the conflict or inconsistency shall be resolved in accordance with the following order of precedence:

- (a) first priority, the clauses of the main body of the Contract to exclude the Schedules;
- (b) second priority, the Specification Schedule;
- (c) third priority, all of the other Schedules;
- (d) fourth priority, any other document referred to in or attached to the Contract signed or initialled by both Parties.

6.11 Counterparts

This Contract may be executed in counterparts, each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

7 LIABILITIES

7.1 Liability, Indemnity and Insurance

1.1.207 Neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence; or
- (b) fraud; or
- (c) fraudulent misrepresentation; or
- (d) any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
- (e) any liability arising under any indemnity provision in the Contract, save for the indemnity set out at clause 7.1.2, or (in the case of the Supplier only) any liability arising under clause 4.1.3 (Prevention of Corruption).

1.1.208 Subject to clauses 7.1.3 and 7.1.4, the Supplier shall indemnify and keep indemnified the Authority from and against any loss, damages, liabilities, claims, demands, proceedings, actions, costs, or expenses suffered by the Authority and legal fees and costs incurred by the Authority resulting from:

- (a) any breach of this Contract by the Supplier;
- (b) any act, neglect or default of the Supplier or the Staff;
- (c) any breaches in respect of any matter arising from the provision of the Goods and Services resulting in any successful claim by any third party; and

- (d) any failure for any reason by the Supplier to provide the Goods and Services in accordance with this Contract which results in the Authority making alternative provision for the Goods and Services.
- 1.1.209 Subject always to clause 7.1.1, the liability of either Party for Defaults shall be subject to the following limits:
 - (a) save as provided by clause (c), the liability of either Party for any single Default resulting in loss of or damage to the property of the other Party shall not exceed [●];
 - (b) save as provided by clause (c), the aggregate liability under the Contract of either Party for any and all Defaults (other than a Default covered by clause (a)) shall not exceed [●].
 - (c) to the extent that the liability of the Supplier for any particular Default is (or, but for any breach of the Contract by the Supplier, would be) covered by any insurance which the Supplier is required under the Contract to maintain, the Supplier shall at a minimum be liable to the Authority in respect of that Default up to the limit specified in the Insurance Schedule, even if this results in the liability of the Supplier under the Contract exceeding the limits specified in clauses (a) or (b), as applicable.
- 1.1.210 Without prejudice to its liability to indemnify the Authority under the Contract, the Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances specified in the Insurance Schedule (“the Required Insurances”), together with any other insurances as may be required by Law, including, without limitation, third party liability insurance with an indemnity limit of not less than the Contract Value for each and every claim, and, if Goods and Services include specialist or professional services, professional indemnity insurance with an indemnity limit of not less than £5,000,000 for each and every claim. All insurances of the kind specified in the Insurance Schedule shall comply in all respects with the requirements set out in the Insurance Schedule.
- 1.1.211 The Supplier shall ensure that the Required Insurances are taken out with insurers of good financial standing and of good repute in the United Kingdom insurance market and that the relevant policies are effective in each case not later than the date on which the relevant risk commences.
- 1.1.212 The Supplier shall not (and shall use all reasonable endeavours to procure that none of the Sub-contractors shall) take any action or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any policy in which the Supplier is an insured, a co-insured or additional insured person.
- 1.1.213 The Supplier shall in respect of the Required Insurances:
 - (a) provide for 5 Working Days prior written notice of their cancellation or non-renewal to be given to the Authority. Failure to do so will be deemed to be a material breach of the Contract;

- (b) insofar as they relate to damage to assets, cover the same for the full reinstatement or replacement value; and
- (c) in respect of third party public and products liability insurance, procure that this shall contain an indemnity to principals clause under which the Authority shall be indemnified in respect of claims made against the Authority arising from death or bodily injury or third party property damage and for which the insured is legally liable in the provision of the Goods and Services or in connection with the Contract.

1.1.214 The Supplier shall provide on request by the Authority:

- (a) evidence of the Required Insurances in a form satisfactory to the Authority; and
- (b) evidence in a form satisfactory to the Authority, that the premiums payable under the Required Insurances have been paid and that those insurances are in full force and effect and meet the insurance requirements of the Supplier in respect thereof,

provided that neither inspection, nor receipt of such evidence shall constitute acceptance by the Authority of the terms thereof, nor be a waiver of the Supplier's liability under the Contract.

1.1.215 If the Supplier cannot evidence such insurance to the Authority on request, the Authority may arrange such insurance and recover the entire cost from the Supplier.

1.1.216 Renewal certificates or cover notes, in a form satisfactory to the Authority, in relation to any of the Required Insurances shall be obtained by the Supplier as and when requested and certified copies shall be forwarded to the Authority as soon as possible but in any event no later than 10 Working Days following the request.

1.1.217 If the Supplier is in breach of either clauses 7.1.5 or 7.1.8 in respect of any Required Insurance, the Authority may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Supplier on written demand, together with all expenses incurred in procuring such insurance.

1.1.218 The Supplier shall promptly notify to insurers any matter arising from or in relation to the Contract for which it may be entitled to claim under any of the Required Insurances and diligently pursue any valid insurance claim.

1.1.219 In the event that the Authority receives a claim relating to the Goods and Services or the Contract, the Supplier shall co-operate with the Authority or its insurers and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

1.1.220 The Supplier shall:

- (a) (except where the Authority is the claimant party) give the Authority notification within 10 Working Days after any claim in excess of £50,000 relating to the provision of the Goods and Services or the Contract on any of the Required Insurances or which, but for the application of the applicable policy excess, would be made on any of the Required Insurances and (if required by the Authority) provide full details of the incident giving rise to the claim;
- (b) promptly and diligently deal with all claims received relating to the Required Insurances and in accordance with the relevant insurers' requirements; and
- (c) (except where the Authority is the claimant party) in relation to all claims relating to the Required Insurances, give the Authority details of the value and nature of all such claims relating to the provision of the Goods and Services or the Contract as may from time to time be required by the Authority.

7.2 Warranties and Responsibilities

1.1.221 The Supplier warrants and represents that:

- (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Supplier;
- (b) in entering the Contract it has not committed any fraud;
- (c) it has not committed any offence under the Bribery Act 2010;
- (d) as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract;
- (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
- (f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
- (g) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;

- (h) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
- (i) in the 3 years prior to the date of the Contract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

8 DEFAULT, DISRUPTION AND TERMINATION

8.1 Termination for breach

1.1.222 The Authority may terminate this Contract in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:

- (a) pursuant to any Authority entitlement to terminate expressly provided for in this Contract;
- (b) if the Supplier is in breach of any material obligation under this Contract;
- (c) [if a **Service Level triggers**] has occurred [/ [if there is a failure to meet and/or rectify performance in respect of [particular Service Levels] or KPIs and the failure in question is of a severity that permits the Authority by reference to other provisions in the Contract (where in a Schedule of otherwise) to terminate the Contract;
- (d) if there is an Insolvency Event;
- (e) if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010 to which the Authority has not given its prior Approval;
- (f) if the Authority reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

1.1.223 The Authority may terminate this Contract in accordance with the provisions of Clause 4, 5 and 8.6.3.

1.1.224 If the Authority fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Authority in writing of such failure to pay. If the Authority fails to pay such undisputed sums within 90 Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where failure to pay is due to the Authority exercising its rights under clause 3.3.1 (Recovery of Sums Due).

8.2 Termination on Notice

Without affecting any other right or remedy available to it, the Authority is entitled to terminate this Contract without default at any time by giving 6 months' written notice to the Supplier. Where the Authority elects to terminate pursuant to this clause, it shall meet the Supplier's Contract Price for all Goods and Services delivered in accordance with this Contract up to the date of termination and, subject to the Supplier mitigating its costs, losses and expenses, the reasonable, fair, proportionate and unavoidable Supplier costs directly arising from such early termination by the Authority. The Parties shall cooperate in mitigation strategies for such costs, losses and expenses, to include, without limitation, novation or assignment of third party contracts, transfer of goods and service costs to a Replacement Supplier or the Authority, or such other means available to the Parties at the time, to which the Authority, at its absolute discretion, shall be minded to agree.

8.3 Consequences of Expiry or Termination

1.1.225 If this Contract is terminated by the Authority pursuant to Clause 8.1 or partially terminated pursuant to clause 6.8.4(b), such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any losses or costs which the Authority would have suffered, but for this indemnity, as a result of any such termination, to include, without limitation:

- (a) the cost (including professional and administrative costs) of procuring another contractor to replace the Supplier and securing an interim contractor prior to formal appointment, as well as the additional cost of such new contractor(s) when compared to the cost of the Supplier for the remaining Contract Term were the Supplier not in breach of the Contract and had the Contract not been terminated;
- (b) where any data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the cost of reconstitution of that data and any charges levied for its transmission and any other costs charged in connection with such breach; and
- (c) any charges, costs, fines or penalties levied or to be levied on the Authority due to the Supplier's act, omission or breach of this Contract.

1.1.226 Save as otherwise expressly provided in the Contract termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall

prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

- 1.1.227 Termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under clauses 3.2 (Payment and VAT), 3.3 (Recovery of Sums Due), 4.1 (Prevention of Corruption), 5.1 (Data Protection Act), 5.2 (Official Secrets Act 1911 to 1989, Section 182 of the Finance Act 1989), 5.3 (Confidential Information), 5.4 (Freedom of Information), 5.7 (Intellectual Property Rights), 5.8 (Audit), 6.8 (Remedies Cumulative), 7.1 (Liability, Indemnity and Insurance), 8.4 (Consequences of Expiry of Termination), 8.6 (Recovery upon Expiry or Termination), 8.8 (Cooperation with Retendering) and 9.1 (Governing Law and Jurisdiction).
- 1.1.228 The Parties shall comply with the provisions of the Exit Strategy Schedule and any current Exit Plan in relation to the orderly transition of the Goods and Services to the Authority or a Replacement Supplier. **[Guidance Note – If this applies what will be the arrangements for a smooth transition from one service provider to another? These arrangements should be set out in the Exit Strategy Schedule.]**

8.4 Disruption

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

8.5 Recovery upon Termination

- 1.1.229 On the termination of the Contract for any reason, the Supplier shall:
- (a) immediately return to the Authority all information and documentation belonging to the Authority;
 - (b) assist and co-operate with the Authority with any re-tender; and
 - (c) promptly provide all information concerning the provision of the Goods and Services which may reasonably be requested by the Authority.

8.6 Force Majeure and Business Continuity

- 1.1.230 The Supplier shall not be liable to the Authority under this Contract if it is unable to perform its obligations by reason of Force Majeure, provided that the Supplier shall use all reasonable endeavours to minimise the effect of the Force Majeure and to resume performance of its obligations as soon as practicable.
- 1.1.231 The Authority will not be liable for any delay in the performance of the contract directly caused by Force Majeure.
- 1.1.232 Where Force Majeure has a material effect on the provision of the Goods and Services for longer than 15 Working Days, the Authority may terminate this Contract immediately at any time on or after the 21st Working Day.

1.1.233 The Supplier and the Authority shall agree and comply with the Business Continuity Plan Schedule.

1.1.234 The Business Continuity Plan shall be reviewed and updated as necessary during the Contract review meetings between representatives of the Supplier and the Authority.

8.7 Staff Transfers

1.1.235 The Authority and the Supplier agree that:

- (a) the commencement of the provision of the Goods and Services or of each relevant part of the Goods and Services will be a Relevant Transfer in relation to the Transferring Authority Employees and/or any Transferring Former Supplier Employees; and
- (b) as a result of the operation of TUPE, the contracts of employment between the Authority and the Transferring Authority Employees or any Transferring Former Supplier Employees (except in relation to any terms disappplied through operation of regulation 10(2) of TUPE) will have effect on and from the Relevant Transfer Date as if originally made between the Supplier and/or any Notified Sub-contractor and each such Transferring Authority Employee or any Transferring Former Supplier Employees.

1.1.236 The Authority shall comply with all its obligations under TUPE and shall perform and discharge all its obligations in respect of the Transferring Authority Employees in respect of the period arising up to (but not including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period up to (but not including) the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Authority; and (ii) the Supplier and/or any Notified Sub-contractor (as appropriate).

1.1.237 Subject to clause 8.7.4 the Authority shall indemnify the Supplier and any Notified Sub-contractor against any Employee Liabilities in respect of any Transferring Authority Employee (or, where applicable any employee representative as defined under TUPE) arising from or as a result of:

- (a) any act or omission by the Authority occurring before the Relevant Transfer Date;
- (b) the breach or non-observance by the Authority before the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Authority Employees; and/or

- (ii) any custom or practice in respect of any Transferring Authority Employees which the Authority is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing the Transferring Authority Employees arising from or connected with any failure by the Authority to comply with any legal obligation to such trade union, body or person arising before the Relevant Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Authority Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Authority Employee and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Authority to the Supplier and/or any Notified Sub-contractor as appropriate, to the extent that the proceeding, claim or demand by the HMRC or other statutory authority relates to financial obligations arising before the Relevant Transfer Date;
- (e) a failure of the Authority to discharge, or procure the discharge of, all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees arising before the Relevant Transfer Date;
- (f) any claim made by or in respect of any person employed or formerly employed by the Authority other than a Transferring Authority Employee for whom it is alleged the Supplier and/or any Notified Sub-contractor as appropriate may be liable by virtue of TUPE; and
- (g) any claim made by or in respect of a Transferring Authority Employee or any appropriate employee representative (as defined under TUPE) of any Transferring Authority Employee relating to any act or omission of the Authority in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Supplier or any Sub-contractor to comply with regulation 13(4) of TUPE.

1.1.238 The indemnities in clause 8.7.3 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Supplier or any Sub-contractor (whether or not a Notified Sub-contractor) whether occurring or having its origin before, on or after the Relevant Transfer Date including any Employee Liabilities:

- (a) arising out of the resignation of any Transferring Authority Employee before the Relevant Transfer Date on account of substantial detrimental changes to his/her working conditions proposed by the Supplier and/or any Sub-contractor to occur in the period from (and including) the Relevant Transfer Date; or
- (b) arising from the failure by the Supplier or any Sub-contractor to comply with its obligations under TUPE.

1.1.239 Subject to clause 8.7.6, the Supplier shall indemnify the Authority against any Employee Liabilities in respect of any Transferring Authority Employee or any Transferring Former Supplier Employees (or, where applicable any employee representative as defined under TUPE) arising from or as a result of:

- (a) any act or omission by the Supplier or any Sub-contractor whether occurring before, on or after the Relevant Transfer Date;
- (b) the breach or non-observance by the Supplier or any Sub-contractor on or after the Relevant Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Authority Employees or Transferring Former Supplier Employees; and/or
 - (ii) any custom or practice in respect of any Transferring Authority Employees or Transferring Former Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Authority Employees or any Transferring Former Supplier Employees arising from or connected with any failure by the Supplier or any Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or after the Relevant Transfer Date;
- (d) any proposal by the Supplier or a Sub-contractor made before the Relevant Transfer Date to make changes to the terms and conditions of employment or working conditions of any Transferring Authority Employees or any Transferring Former Supplier Employees to their material detriment on or after their transfer to the Supplier or the relevant Sub-contractor (as the case may be) on the Relevant Transfer Date, or to change the terms and conditions of employment or working conditions of any person who would have been a Transferring Authority Employee or Transferring Former Supplier Employee but for their resignation (or decision to treat their employment as terminated under regulation 4(9) of TUPE) before the Relevant Transfer Date as a result of or for a reason connected to such proposed changes;
- (e) any statement communicated to or action undertaken by the Supplier or any Sub-contractor to, or in respect of, any Transferring Authority Employee or Transferring Former Supplier Employee before the Relevant

Transfer Date regarding the Relevant Transfer which has not been agreed in advance with the Authority in writing;

- (f) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Authority Employee or Transferring Former Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Authority Employee or Transferring Former Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Authority or Former Supplier to the Supplier or a Sub-contractor, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or after the Relevant Transfer Date;
- (g) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Authority Employees or any Transferring Former Supplier Employees in respect of the period from (and including) the Relevant Transfer Date; and
- (h) any claim made by or in respect of a Transferring Authority Employee or any Transferring Former Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Authority Employee or any Transferring Former Supplier Employees relating to any act or omission of the Supplier or any Sub-contractor in relation to their obligations under regulation 13 of TUPE, except to the extent that the liability arises from the Authority's failure to comply with its obligations under regulation 13 of TUPE.

1.1.240 The indemnities in clause 8.7.5 shall not apply to the extent that the Employee Liabilities arise or are attributable to an act or omission of the Authority whether occurring or having its origin before, on or after the Relevant Transfer Date including, without limitation, any Employee Liabilities arising from the Authority's failure to comply with its obligations under TUPE.

1.1.241 The Supplier shall comply, and shall procure that each Sub-contractor shall comply, with all its obligations under TUPE (including its obligation to inform and consult in accordance with regulation 13 of TUPE) and shall perform and discharge, and shall procure that each Sub-contractor shall perform and discharge, all its obligations in respect of the Transferring Authority Employees or any Transferring Former Supplier Employees, from (and including) the Relevant Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but

untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period from and including the Relevant Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between the Authority and the Supplier.

- 1.1.242 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to this clause 8.7, to the extent necessary to ensure that any Replacement Supplier shall have the right to enforce the obligations owed to, and indemnities given to, the Replacement Supplier by the Supplier or the Authority in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.

8.8 Cooperation with Retendering

- 1.1.243 In the event that the Authority decides to carry out the Goods and Services itself, or re-tender the provision of the Goods and Services the Supplier shall, if requested by the Authority, provide the Authority with such information as is relevant to the Goods and Services and which may reasonably be required by the Authority or in connection with the preparation of a tender for the provision of the Goods and Services by a person submitting such a tender.

- 1.1.244 In the event that the Authority decides to carry out the Goods and Services itself or to re-tender the provision of the Goods and Services the Supplier shall within 10 Working Days of being so requested by the Authority fully and accurately disclose to the Authority for the purposes of TUPE all information relating to its employees engaged in providing Goods and Services under the Contract in particular, but not necessarily restricted to, the following:

- (a) the total number of personnel whose employment with the Supplier is liable to be terminated at the expiry of this Contract but for any operation of Law; and
- (b) for each person, age and gender, details of their salary, and pay settlements covering that person which relate to future dates but which have already been agreed and their redundancy entitlements (the names of individual members of staff do not have to be given);
- (c) the contract of employment;
- (d) sick pay and any entitlement to private medical insurance;
- (e) details of any entitlement to any insurance scheme of any kind;
- (f) if a company car is provided as a benefit in kind, the age and make of the vehicle, the mileage and the presence of any extras;
- (g) any bonus schemes in which the Supplier's employees participate or are entitled to participate;

- (h) details of any discretionary arrangement that may benefit the Supplier's employees, such as share schemes and full details of the discretion and how it is operated;
 - (i) full details of any claim being made or anticipated to be made by the Supplier's employees such as personal injury claim or harassment;
 - (j) full details of any enhanced redundancy scheme operated for the benefit of the Supplier's employees;
 - (k) holiday entitlement.
- 1.1.245 The Authority may disclose any such information as is referred to in clauses 8.8.1 or 8.8.2 to any third party who has expressed an interest in tendering for the provision of the Goods and Services. The Supplier will co-operate with the re-tendering of the Goods and Services by allowing the Replacement Supplier to communicate and meet its employees engaged in providing the Goods and Services under the Contract and/or their representatives.
- 1.1.246 In the event that the information provided by the Supplier in accordance with clauses 8.8.1 and 8.8.2 becomes inaccurate for any reason the Supplier shall notify the Authority of the inaccuracies and provide the amended information.
- 1.1.247 From the date of the request from the Authority under clause 8.8.2 above, the Supplier agrees, that it shall not, and agrees to procure that each Sub-contractor shall not, assign any person to the provision of the Goods and Services who is not listed on the in response to the Authority's request under clause 8.8.2 ("Supplier Personnel List") and shall not without the approval of the Authority (not to be unreasonably withheld or delayed):
- (a) replace or re-deploy anyone listed on the Supplier Personnel List other than where any replacement is of equivalent grade, skills, experience and expertise and is employed on the same terms and conditions of employment as the person he/she replaces;
 - (b) make, promise, propose or permit any material changes to the terms and conditions of employment of anyone on the Supplier Personnel List (including any payments connected with the termination of employment);
 - (c) increase the proportion of working time spent on the Goods and Services (or the relevant part of the Goods and Services) by anyone on the Supplier Personnel List save for fulfilling assignments and projects previously scheduled and agreed;
 - (d) introduce any new contractual or customary practice concerning the making of any lump sum payment on the termination of employment of any employees listed on the Supplier Personnel List;

- (e) increase or reduce the total number of employees so engaged, or deploy any other person to perform the Goods and Services (or the relevant part of the Goods and Services); or
- (f) terminate or give notice to terminate the employment or contracts of any persons on the Supplier Personnel List save by due disciplinary process,
- (g) and shall promptly notify, and procure that each Sub-contractor shall promptly notify, the Authority or, at the direction of the Authority, any Replacement Supplier and any of its sub-contractors of any notice to terminate employment given by the Supplier or relevant Sub-contractor or received from any persons listed on the Supplier Personnel List regardless of when such notice takes effect.

1.1.248 The Authority and the Supplier acknowledge that subsequent to the commencement of the provision of the Goods and Services, the identity of the provider of the Goods and Services (or any part of the Goods and Services) may change (whether as a result of termination or partial termination of this Contract or otherwise) resulting in the Goods and Services being undertaken by a Replacement Supplier and/or its sub-contractor, or the Authority itself. Such change in the identity of the supplier of such goods and services may constitute a Relevant Transfer to which TUPE will apply. The Authority and the Supplier further agree that, as a result of the operation of TUPE, where a Relevant Transfer occurs, the contracts of employment between the Supplier and the Transferring Supplier Employees (except in relation to any contract terms disappplied through operation of regulation 10(2) of TUPE) will have effect on and from the Service Transfer Date as if originally made between the Replacement Supplier and/or its sub-contractor (as the case may be), or the Authority and each such Transferring Supplier Employee.

1.1.249 The Supplier shall, and shall procure that each Sub-contractor shall, comply with all its obligations in respect of the Transferring Supplier Employees arising under TUPE in respect of the period up to (and including) the Service Transfer Date and shall perform and discharge, and procure that each Sub-contractor shall perform and discharge, all its obligations in respect of all the Transferring Supplier Employees arising in respect of the period up to (and including) the Service Transfer Date (including the payment of all remuneration, benefits, entitlements and outgoings, all wages, accrued but untaken holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions and pension contributions which in any case are attributable in whole or in part to the period ending on (and including) the Service Transfer Date) and any necessary apportionments in respect of any periodic payments shall be made between: (i) the Supplier and/or the Sub-contractor (as appropriate); and (ii) the Replacement Supplier and/or any of its sub-contractors, or (iii) the Authority (if appropriate).

1.1.250 The Supplier shall indemnify the Authority and/or the Replacement Supplier and/or any sub-contractor against any Employee Liabilities in respect of any Transferring Supplier Employee (or, where applicable any employee representative as defined under TUPE arising from or as a result of:

- (a) any act or omission of the Supplier or its sub-contractor whether occurring before, on or after the Service Transfer Date;
- (b) the breach or non-observance by the Supplier or any sub-contractor occurring on or before the Service Transfer Date of:
 - (i) any collective agreement applicable to the Transferring Supplier Employees; and/or
 - (ii) any other custom or practice with a trade union or staff association in respect of any Transferring Supplier Employees which the Supplier or any Sub-contractor is contractually bound to honour;
- (c) any claim by any trade union or other body or person representing any Transferring Supplier Employees arising from or connected with any failure by the Supplier or a Sub-contractor to comply with any legal obligation to such trade union, body or person arising on or before the Service Transfer Date;
- (d) any proceeding, claim or demand by HMRC or other statutory authority in respect of any financial obligation including, but not limited to, PAYE and primary and secondary national insurance contributions:
 - (i) in relation to any Transferring Supplier Employee, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date; and
 - (ii) in relation to any employee who is not a Transferring Supplier Employee, and in respect of whom it is later alleged or determined that TUPE applied so as to transfer his/her employment from the Supplier to the Authority and/or Replacement Supplier and/or any of its Sub-contractors, to the extent that the proceeding, claim or demand by HMRC or other statutory authority relates to financial obligations arising on or before the Service Transfer Date;
- (e) a failure of the Supplier or any Sub-contractor to discharge or procure the discharge of all wages, salaries and all other benefits and all PAYE tax deductions and national insurance contributions relating to the Transferring Supplier Employees in respect of the period up to (and including) the Service Transfer Date;
- (f) any claim made by or in respect of any person employed or formerly employed by the Supplier or any Sub-contractor other than a Transferring Supplier Employee for whom it is alleged the Authority and/or the Replacement Supplier and/or any of its Sub-contractors may be liable by virtue of this Contract and/or TUPE; and

- (g) any claim made by or in respect of a Transferring Supplier Employee or any appropriate employee representative (as defined in TUPE) of any Transferring Supplier Employee relating to any act or omission of the Supplier or any Sub-contractor in relation to its obligations under regulation 13 of TUPE, except to the extent that the liability arises from the failure by the Authority and/or Replacement Supplier to comply with regulation 13(4) of TUPE.

1.1.251 The Supplier shall indemnify the Authority and/or any Replacement Supplier against all costs expenses and liabilities arising out of or in connection with any claim or demand or other legal recourse against the Authority and/or any Replacement Supplier by or in respect of any individual employed or engaged or formerly employed or engaged in the provision of any of the Services who claims (where correctly or not) that the Authority and/or the Replacement Supplier has inherited any contract of employment or liability in respect of them by virtue of TUPE.

9 DISPUTES LAW AND COMPLAINTS

9.1 Governing Law and Jurisdiction

Subject to the provisions of clause 9.2, the Authority and the Supplier accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed and construed to English Law.

9.2 Dispute Resolution

1.1.252 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other of the dispute in writing and such efforts shall involve the escalation of the dispute to:

- (a) in the case of the Supplier, the Chief Executive; and
- (b) in the case of the Authority. The Director of Finance

1.1.253 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

1.1.254 If the dispute cannot be resolved by the Parties pursuant to clause 9.2.1 the Parties may agree to refer it to mediation pursuant to the procedure set out in clause 9.2.5.

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

1.1.256 The procedure for mediation and consequential provisions relating to mediation are as follows:

- (a) A neutral adviser or mediator (the "Mediator") shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the written proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to an appropriate mediation provider to appoint a Mediator.
- (b) The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiation to be held. If considered appropriate, the Parties may at any stage seek assistance from an appropriate mediation provider to provide guidance on a suitable procedure.
- (c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- (d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- (e) If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts (unless the dispute is referred to arbitration pursuant to the procedures set out in clause 9.2.6).

1.1.257 Subject to clause 9.2.2 the Parties shall not instigate court proceedings until the procedures set out in clauses 9.2.1 and 9.2.3 have been completed save that:

- (a) the Authority may at any time before court proceedings are commenced serve a notice on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 9.2.7;
- (b) if the Supplier intends to commence court proceedings, it shall serve written notice on the Authority of its intentions and the Authority shall have 21 days following receipt of such notice to serve a reply on the Supplier requiring the dispute to be referred to and resolved by arbitration in accordance with clause 9.2.7; and
- (c) the Supplier may request by notice in writing to the Authority that any dispute be referred and resolved by arbitration in accordance with clause 9.2.7, to which the Authority may consent as it sees fit.

1.1.258 In the event that any arbitration proceedings are commenced pursuant to clause 9.2.6:

- (a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;
- (b) in accordance with the LCIA rules, the Authority shall deliver a written request for arbitration to the Registrar of the LCIA Court and shall deliver a copy of the request to the Supplier (the "Arbitration Notice");
- (c) the London Court of International Arbitration ("LCIA") procedural rules in force at the date that the dispute was referred to arbitration in accordance with (b) shall be applied and are deemed to be incorporated by reference to the Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
- (d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties;
- (e) if the Parties fail to agree the nomination of the arbitrator within 10 Working Days of the request for arbitration being issued by the Authority under clause (b) or if the person nominated is unable to unwilling to act, the arbitrator shall be nominated by the LCIA;
- (f) the seat of the arbitration shall be London and the language shall be the English language; and
- (g) the arbitration proceedings shall be governed by and interpreted in accordance with English Law.

9.3 Complaints

- 1.1.259 The IOPC has oversight of complaints and other matters relating to a contractor who has entered into a contract with a Police Chief Constable to provide a service to a Chief Constable.
- 1.1.260 This includes persons working for a contractor that has a contract with a Chief Constable and also includes sub-contractors.
- 1.1.261 Suppliers must ensure compliance with "contractor standards" which means the behaviours and standards that they are required to comply with under the Supplier's conduct and performance policies that apply to the particular contract between the Supplier and a Police Chief Constable.
- 1.1.262 Complaints and other matters relating to the Supplier arising under this Contract to which the IOPC Regulations apply shall be handled in accordance with the IOPC Regulations.
- 1.1.263 Complaints and other matters relating to a Supplier arising under this Contract to which the IOPC Regulations do not apply shall be handled in accordance with the Complaints Procedure Schedule.

Signed BY [•] ON BEHALF OF THE CHIEF CONSTABLE
FOR THAMES VALLEY

Name
(in block capitals)
Address
.....
.....
Occupation
.....

Signed for and on behalf of [ENTER APPROPRIATE
CONTRACTOR]

Name
(in block capitals)
Address
.....
.....
Occupation
.....

Order of Schedules

1. Specification
2. Pricing
3. Insurance
4. Monitoring
5. Value for money
6. Complaints
7. Staff transfer
8. Supplier tender response
9. Change Control Template
10. Exit Plan
11. Implementation plan
12. Method Statement
13. Business Continuity Plan
14. Information Management

Schedule 1

Specification Schedule

GUIDANCE NOTES:

This schedule should be completed from the winning supplier's tender return. Any clarifications that result in changes to the original tendered response need to be incorporated, and should not just be included as additional information in this schedule.

This schedule needs to be reviewed to ensure that the responses are clear, unambiguous and enforceable.

Any changes made from the original response in drafting this schedule need to be agreed with the supplier.

Schedule 2 Pricing Schedule

GUIDANCE NOTES:

This schedule should include two parts:

Part 1: Pricing / charges, which will be completed from the winning supplier(s) tender return.

Part 2: Include the mechanism for any price variations during the contract term. Also needs to be included in the outgoing ITT as it will impact the supplier(s) commercial offering.

1. The Contract Prices at the date of this Contract are:

[insert agreed table of pricing from Contractor's tender]

2. Except as expressly provided in this Contract, no variations shall be made to the Contract Prices during the Contract Term.

GUIDANCE: DO NOT USE THE REST OF THIS SCHEDULE 2 UNLESS A LONG TERM CONTRACT AND YOU ACCEPT INDEXATION OF PRICING AND/OR BENCHMARKING OF PRICING

3. The Supplier may adjust the Contract Prices with effect from 1 January [and 1 July] of each year to reflect increases or decreases in the cost of [raw materials/staff OR [ITEM SUBJECT TO INDEXATION] indicated by the percentage increase or decrease in the [Consumer Prices Index] during the previous [year OR six months]. The Supplier shall give the Parties not less than one month's prior notice in writing of proposed changes. If the Parties objects to a proposed adjustment, it may refer the matter to an Independent Expert, who shall determine the appropriate adjustment.
4. Pending determination of a proposed adjustment to the Contract Prices, the Contract Prices then in force shall continue to apply. Once the Independent Expert determines the appropriate adjustment, the adjusted Contract Prices shall be deemed to apply with effect from 1 January [or 1 July, as appropriate]. Within one month of the appropriate adjustment being determined, the Parties shall pay the Supplier any outstanding sums due in respect of the Goods and Services delivered since 1 January [or 1 July] of the relevant year, [as appropriate,] together with any applicable VAT, or the Supplier shall refund the Parties for any excess amounts paid on the Goods and Services delivered since the relevant date, and shall repay any VAT due to be repaid, as appropriate.

Benchmarking

1. The Parties may, by written notice, require a Benchmark Review of any or all of the Contract Prices, the Goods and Services and for the Service Levels in accordance with the provisions of this Schedule.
2. The first Benchmark Review may be requested by the Parties to occur at any time following the [NUMBER] anniversary of the Commencement Date. The Parties may not request a subsequent Benchmark Review until a period of [NUMBER] months has expired from the date of the last Benchmarking Report.
3. Subject to Clause [next], if any Benchmark Review determines that any or all of the Charges, Goods and Services and Service Levels do not represent Good Value (as defined in Schedule XX), the

Parties may require the Supplier to reduce the Contract Prices and/or implement improvements to the Goods and Services or Service Levels in accordance with the relevant Benchmarking Report within [NUMBER] months of receipt of the Benchmarking Report.

4. If the Supplier reasonably believes the Benchmarker has not complied with the provisions of this Schedule in any material respects, or that the Benchmarker has made a manifest error in determining the results of the Benchmark Review, the Supplier may dispute the Benchmarking Report and the matter shall be dealt with in accordance with by the dispute procedure.

Any amendment to the Contract Prices, Goods and Services or Service Levels in accordance with any Benchmarking Report shall be documented by the parties using the Change Control Procedure without cost to the Parties. [add schedule process if required]

Definitions:

[CPI: the Consumer Prices Index (CPI)(all items)(United Kingdom) or any official index replacing it.

OR

RPI: the Retail Prices Index or any official index replacing it.

Independent Expert: [someone your financial team would be happy with. Eg: a member of an independent firm of chartered accountants of international repute agreed between the Parties or in the event of no agreement, as appointed utilising the dispute procedure at Clause 9]]

Benchmark Review: any benchmarking of any or all of the Contract Prices, the Goods and Services and the Service Levels which may be requested by the Parties and conducted by the Benchmarker pursuant to and in accordance with this Schedule.

Benchmarker: means [].

Benchmarking Report: the report produced by the Benchmarker following a Benchmark Review.

Schedule 3 Insurance Schedule

GUIDANCE NOTES:

The section of this Schedule that relates to “Professional Indemnity Insurance” is only likely to be required if the Goods and Services involve provision of professional advice, design or specification Goods and Services by the Supplier. If this section is not required, it should be deleted from the Schedule.

In the section below relating to “Third Party Public and Products Liability Insurance”, the wording dealing with the “Limit of Indemnity” for products/pollution liability insurance is blank and the appropriate limit (or indeed whether the insurance is required at all) will need to be considered with Forces insurance experts on a contract by contract basis. The default “Limit of Indemnity” for other types of insurance cover, as set out in the Schedule below will also need to be considered and increased where appropriate.

This needs to be completed prior to issuing the ITT.

THIRD PARTY PUBLIC AND PRODUCTS LIABILITY INSURANCE

Insured	The Supplier
Interest / Insured Risks	To indemnify the Insured in respect of all sums that it may become legally liable to pay as damages (including claimant’s costs and expenses) in respect of accidental: (a) death, bodily injury to, or sickness, anguish or shock whether mental or otherwise, or illness or disease contracted by any person (other than employees of the Supplier); (b) loss or damage to property; happening during the Period of Insurance (as defined below) and arising out of or in connection with the provision of the Goods and Services and/or the Contract.
Limit of Indemnity	Not less than £5,000,000 (five million pounds) in respect of any one occurrence the number of occurrences being unlimited, but in respect of products liability not less than £5,000,000 (five million pounds) for each and every occurrence and in the aggregate per annum and, in respect of pollution liability (to the extent pollution liability is insured by the policy), not less than £1,000,000 (one million pounds) for each and every occurrence.
Territorial Limits	United Kingdom
Jurisdiction relating to policy interpretation	Courts of England and Wales

Choice of Law	This insurance shall be governed in accordance with the laws of England and Wales
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Period of Insurance	From the date of the Contract for the duration of the Contract
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PROFESSIONAL INDEMNITY INSURANCE

Insured	Supplier
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Interest / Insured Risks	To indemnify the Insured in respect of all sums that it may become legally liable to pay (including claimants costs and expenses) as a result of any claim or claims first made against the Insured during the Period of Insurance (as defined below) by reason of any negligent act, error and/or omission arising from or in connection with the provision of the Goods and Services and/or the Contract.
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Limit of Indemnity	Not less than £1,000,000 (one million pounds) per claim and in the aggregate per annum.
---------------------------	---

Territorial Limits	United Kingdom
---------------------------	----------------

Jurisdiction relating to policy interpretation	Courts of England and Wales
---	-----------------------------

Choice of Law	This insurance shall be governed in accordance with the laws of England and Wales
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Period of Insurance	From the date of the Contract for the duration of the Contract and for a further period of 6 years following the expiry or earlier termination of the Contract.
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COMPULSORY INSURANCE

The Supplier and any Sub-contractors of the Supplier are required to meet their United Kingdom statutory insurance obligations in full. Insurances required to comply with all statutory requirements including, but not limited to, United Kingdom employers' liability and motor third party liability insurance.

The limit of indemnity for the employers' liability insurance shall not be less than GBP 5,000,000 (five million pounds sterling) (or such other limit as may be required by law from time to time) for any one occurrence inclusive of costs, the number of occurrences being unlimited.

Schedule 4 Monitoring Schedule

- 1 The Supplier warrants to the Authority that:
- 4.1.1.1 The Goods and Services will conform with all descriptions and specifications set out in the Contract;
 - 4.1.1.2 The Supplier will carry out the Goods and Services with best practice techniques and standards and execute the Contract with all the care, skill and diligence reasonably expected of a skilled and experienced Supplier of Goods and Services such as the Goods and Services;
 - 4.1.1.3 the Goods and Services will be provided in accordance with all applicable legislation from time to time in force, and the Supplier will inform the Authority as soon as it becomes aware of any changes in that legislation. The Supplier shall also advise impact to the Authority on such changes of in legislation.
 - 4.1.1.4 The Supplier shall carry out the Goods and Services promptly and efficiently and, so far as within its control, in accordance with any period or programme agreed under the terms of this Contract or otherwise agreed between the Contract Managers. The Supplier shall without delay notify any disagreement with any period or programme which is submitted by the Authority's Contract Manager and shall not unreasonably withhold its agreement to any period or programme submitted for agreement
 - 4.1.1.5 The Supplier will comply with all instructions of the Authority in respect of the performance of the Goods and Services and where it believes that any such instruction constitutes a Change, or is inconsistent with any other requirement of this Contract, the Supplier shall forthwith inform the Authority of that belief with details (and confirm it in writing) and await the Authority's further instruction as to whether the Supplier is still required to comply with the instruction. For the avoidance of doubt Changes must be resolved by utilising the Change Control Procedure.
 - 4.1.1.6 The Authority's rights under these terms and conditions are in addition to the statutory terms implied in favour of the Authority (so far as not inconsistent with any express terms of this Contract) including (without limitation) those under the Supply of Goods and Services Act 1982 (as amended).
 - 4.1.1.7 The Suppliers performance under the Contract shall be measured in accordance with the Key Performance Indicators (KPIs) as detailed below.

PERFORMANCE MEASUREMENT SYSTEM (KPIs)

The performance of the Supplier shall be monitored in accordance with Specification, and the following Key Performance Indicators.

GUIDANCE NOTES:

Appropriate service levels and indicators to be included here and also whether service credits should be applied for failure or consistent failure of those service levels and KPI's. Please see PST037 for further guidance

This needs to be completed prior to issuing the ITT.

No	Indicator	Performance Standard	Frequency and Measure	Compliance

The Supplier shall provide to the Authority on a monthly basis an agreed Schedule of Management Information, which will be based on Contract activity. Additionally the Supplier shall supply any additional Management Information as reasonably required from time to time by the Authority.

- (a) give to (or procure the giving to) the Authority (or any person authorised by the Authority) such access at all reasonable times to the Supplier's and any Sub-contractor's premises as the Authority may require from time to time to assess the progress of the Contract;
- (b) provide such Management Information and reports to the Authority and attend such meetings on the performance of the Contract as may be reasonably required by the Authority; and
- (c) nominate a representative, familiar with all relevant aspects of the Contract, to attend all such meetings.

Schedule 5
Value for Money Schedule

GUIDANCE NOTES:

Appropriate value for money clauses to be included here if required.

This needs to be completed prior to issuing the ITT.

Schedule 6
Complaints Procedure Schedule

GUIDANCE NOTES:

This will be completed once awarded with whatever the complaints procedure the winning supplier has in place.

Schedule 7
Staff Transfer Schedule

[•]

Schedule 8
Suppliers Tender Response

[•]

Schedule 9
Change Control Template

CHANGE CONTROL FORM

With reference to Clause 6.5 in the Requirements Conditions of Contract.



SF022 Contract
Change Notice Tem

Schedule 10
Exit Plan

Exit Goods and Services are additional Goods and Services to the Goods and Services and additional to compliance with the Exit Plan

SUMMARY DETAILS

Summary description of proposed Exit Goods and Services	
Date first proposed by Authority	
Date response to proposal given by Supplier	

REQUEST FOR EXIT GOODS AND SERVICES

Reason for proposed Exit Goods and Services	[Authority to complete]
Details of proposed Exit Goods and Services	[Authority to complete]
Programme for proposed Exit Goods and Services	[Authority to complete]
Any other considerations	[Authority to complete]

RESPONSE TO REQUEST FOR EXIT GOODS AND SERVICES

Response to specification	
Response to programme/start time	
Cost implication (if any) of proposed Exit Goods and Services	
Details of likely impact, if any, of proposed Exit Goods and Services on other aspects of the Contract	
Any other comments	

CONFIRMATION

Details below may refer to terms above but in the event of any inconsistency confirmation details below take precedence to any terms above

Sequential Number: (To be allocated by the Authority when Exit Goods and Services confirmed)	
Date from which Exit Goods and Services are to commence and period for Exit Goods and Services	
Agreed description of Exit Goods and Services	
Agreed cost of Exit Goods and Services (state "None" if none) and payment terms	
The Supplier shall provide the Exit Strategy not less than three (3) months prior to the Contract Termination Date.	

Confirmed as above by the Parties

Signed by [•] on behalf of [THE SUPPLIER]:

}

Signed by [•] on behalf of THE CHIEF CONSTABLE FOR THAMES VALLEY:

}

Schedule 11
Implementation Plan

[To be Provided]

Schedule 12
Method Statements

[To Be Provided]

Schedule 13
Business Continuity Plan

[To Be provided]

Schedule 14
Information Management

INFORMATION MANAGEMENT SCHEDULE

[Introduction – An assessment will have to be made as to whether personal and / or non-personal data is to be disclosed by the Authority to the Supplier under this contract.]

*[If personal data is to be disclosed by the Authority to the Supplier a further assessment will have to be made as to whether the personal data is to be **shared** with the Supplier (so that it becomes another **data controller** of the personal data) or the Supplier is **processing** the personal data on behalf of the Authority (so that the Supplier is a **data processor** of the personal data disclosed to it).]*

*[If the personal data is being processed by the Supplier on behalf of the Authority, as a **data processor**, GDPR requires that the processing is governed by a contract. The GDPR contains more extensive requirements as to what the contract should say. **OPTION 1**]*

*[If the personal data is being disclosed by the Authority to the Supplier as data controller basic obligations on the Supplier as to how the personal data is to be used are set out at **OPTION 2**].]*

[OPTION 1]

PART 1 – PROCESSING PERSONAL DATA

DEFINITIONS

The following definitions shall apply in this schedule:

Purpose means the purpose of the Processing as set out within Annex 1 to Part 1.

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; and (iii) all applicable Law about the processing of Personal Data and privacy, together with all amendments, subordinate legislation, directions of any competent privacy regulator, common law decisions, relevant regulatory guidance and codes of practice.

Data Protection Impact Assessment : an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Controller, Data Processor, Data Subject, Processing, Personal Data , Personal Data Breach , Pseudonymisation , Data Protection Officer will have the meaning given in the UK GDPR.

Data Loss Event : any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

Special Categories of Personal Data has the same meaning as in Article 9 of GDPR.

Data Subject Access Request : a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018 : Data Protection Act 2018

GDPR : the UK General Data Protection Regulation

LED : Law Enforcement Directive (*Directive (EU) 2016/680*)

Protective Measures : appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, regularly assessing and evaluating the effectiveness of the such measures adopted by it. Such technical and organisational measures shall be at least equivalent to the technical and organisational measures set out in Annex 2 of Part 1 of this Schedule and shall reflect the nature of the Personal Data.

Sub-processor : any third Party appointed to process Personal Data on behalf of the Supplier related to this Contract

SUPPLIER'S OBLIGATIONS IF IT IS PROCESSING PERSONAL DATA ON BEHALF OF THE AUTHORITY, AS A DATA PROCESSOR, AND GDPR APPLIES. [THE FOLLOWING PARAGRAPHS MAY NEED TO BE ADAPATED IF THE SUPPLIER IS UNDERTAKING PROCESSING OF CRIMINAL RECORDS/SUSPECT DATA].

Purpose

The Purpose of the processing is described within Annex 1 to Part 1.

This Contract sets out the terms and conditions under which Data held by the Authority will be disclosed to and used by the Supplier.

The Purpose is consistent with the original purpose of the Data creation and/or collection.

The Processing of Data for the Purpose will assist the Authority to fulfil his obligations as described in Annex 1 to Part 1.

Controllership of the Authority's personal data shall at all times remain with the Authority.

1. PROCESSING OF PERSONAL DATA BY THE SUPPLIER

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor unless otherwise specified in the Annex to Part 1. The only processing that the Supplier is authorised to do is listed in this Information Management Schedule by the Authority and may not be determined by the Supplier. The Authority may provide further written instructions to the Supplier from time to time. Where deviation from Annex 1 to Part 1 is required, this will only occur where previously authorised in writing by the Authority to the Supplier.
- 1.2 The Supplier shall, and shall ensure its Sub-Processors and each of the Staff shall, at all times comply with all Data Protection Legislation in connection with the processing of Personal Data and the provision of the Services and shall not by any act or omission cause the Authority (or any other person) to be in breach of any of the Data Protection Legislation. Nothing in this Contract relieves the Supplier of any responsibilities or liabilities under Data Protection Legislation.
- 1.3 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 1.4 The Supplier shall provide all reasonable assistance to the Authority in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Authority, include:
 - 1.4.1 a systematic description of the envisaged processing operations and the purpose of the processing;
 - 1.4.2 an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - 1.4.3 an assessment of the risks to the rights and freedoms of Data Subjects; and

- 1.4.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 1.5 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Contract:
- 1.5.1 process that Personal Data only in accordance with this Information Management Schedule, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Authority before processing the Personal Data unless prohibited by Law;
- 1.5.2 ensure that it has in place and implements, at the Suppliers cost, Protective Measures, which are appropriate to protect against a Data Loss Event, which the Authority may reasonably reject (but failure to reject shall not amount to approval by the Authority of the adequacy of the Protective Measures), having taken account of the:
- (a) nature of the data to be protected;
 - (b) harm that might result from a Data Loss Event;
 - (c) state of technological development; and
 - (d) cost of implementing any measures;
- 1.5.3 ensure that :
- (a) the Staff do not process Personal Data except in accordance with this Contract (and in particular the Information Management Schedule);
 - (b) it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Personal Data and ensure that they:
 - (i) are aware of and comply with the Supplier's duties under this paragraph;
 - (ii) are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - (iii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Authority or as otherwise permitted by this Contract; and
 - (iv) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- 1.5.4 not transfer Personal Data outside of the EU or to any international organisation (as defined in the GDPR) unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
- (a) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Authority;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Authority in meeting its obligations); and

- (d) the Supplier complies with any reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- 1.5.5 at the written direction of the Authority, securely delete or return Personal Data (and any copies of it) to the Authority on termination of the Contract unless the Supplier is required by Law to retain the Personal Data;
- 1.5.6 at the request of the Authority provide a written description of and rationale for the Protective Measures implemented or to be implemented to protect the Personal Data against unauthorised or unlawful processing and accidental loss.
- 1.6 Subject to paragraph 10, the Supplier shall notify the Authority immediately if it:
 - 1.6.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
 - 1.6.2 receives a request to rectify, block or erase any Personal Data;
 - 1.6.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - 1.6.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
 - 1.6.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - 1.6.6 becomes aware of a Data Loss Event.
- 1.7 The Supplier's obligation to notify under paragraph 1.6 shall include the provision of further information to the Authority in phases, as details become available.
- 1.8 Taking into account the nature of the processing, the Supplier shall provide the Authority with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 1.6 (and insofar as possible within the timescales reasonably required by the Authority) including by promptly providing:
 - 1.8.1 the Authority with full details and copies of the complaint, communication or request;
 - 1.8.2 such assistance as is reasonably requested by the Authority to enable the Authority to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - 1.8.3 the Authority, at its request, with any Personal Data it holds in relation to a Data Subject;
 - 1.8.4 assistance as requested by the Authority following any Data Loss Event; including notification to the Authority's below specified contacts within 24 hours of the Supplier becoming aware and without undue delay:
 - Authority (*add name and contact details of a Business SPOC if known as an operational response may be needed in the event of a data loss event*)
 - Authority's Data Protection Team:
InformationGovernanceTeam@thamesvalley.pnn.police.uk

- 1.8.5 assistance as requested by the Authority with respect to any request from the Information Commissioner's Office, or any consultation by the Authority with the Information Commissioner's Office.
- 1.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this schedule.
- 1.10 The Supplier shall allow for audits of its Data Processing activity by the Authority or the Authority's designated auditor and provide the Authority with whatever information it requires to ensure that both the Authority and the Supplier are meeting their obligations Under Article 28 of the GDPR.
- 1.11 The Supplier shall designate a data protection officer if required by the Data Protection Legislation.
- 1.12 Before allowing any Sub-processor to process any Personal Data related to this Contract, the Supplier must:
- 1.12.1 notify the Authority in writing of the intended Sub-processor and processing;
- 1.12.2 obtain the written consent of the Authority;
- 1.12.3 enter into a written Contract with the Sub-processor which give effect to the terms set out in this schedule such that they apply to the Sub-processor; and
- 1.12.4 provide the Authority with such information regarding the Sub-processor as the Authority may reasonably require.
- 1.13 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 1.14 The Authority may, at any time on not less than 30 Working Days' notice, revise this paragraph by replacing it with any applicable controller to processor standard paragraphs or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Contract).
- 1.15 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Authority may on not less than 30 Working Days' notice to the Supplier amend this Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 1.16 The processing of any Personal Data shall be in accordance with the obligations imposed upon the Parties to this Contract by the Data Protection Legislation. All relevant codes of practice or data protection operating rules adopted by the Parties will also reflect the data protection practices of each of the parties to this Contract.
- 1.17 The Parties agree and declare that the information accessed pursuant to this Contract will be used and processed with regard to the rights and freedoms enshrined within the European Convention on Human Rights. Further, the Parties agree and declare that the provision of information is proportional, having regard to the purposes of the Contract and the steps taken in respect of maintaining a high degree of security and confidentiality.
- 1.18 The Processor may not contact any Data Subject except where permitted by Annex 1 to Part 1.

Annex 1 to Part 1 *[This needs to be completed for each contract where the schedule applies]*

1. The Supplier shall comply with any further written instructions with respect to processing by the Authority.
2. Any such further instructions shall be incorporated into this Schedule.

Subject matter of the processing

[This should be a high level, short description of what the processing is about i.e. its subject matter]

Duration of the processing

[Clearly set out the duration of the processing including dates]

Nature and purposes of the processing

[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]

Type of Personal Data and Special Categories of Personal Data

Personal Data: [Examples here include: name, address, date of birth, NI number, telephone number, pay, images, etc]

Special Categories of Personal Data: [Examples here include: biometric data, health data, ethnic origin etc as per Art. 9 GDPR]

Categories of Data Subject

[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]

Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data

[Describe how long the data will be retained for, how it be returned or destroyed]

Data Privacy Contact

Supplier data privacy contact: *[include details]*

Authority data privacy contact:

Authority data privacy contact:

Data Protection Thames Valley Police
Oxford Road,
Kidlington
Oxfordshire
OX5 2NX

Tel: 01865 542051

Email: data.protection@thamesvalley.pnn.police.uk

These details can also be found on the TVP privacy Page on our public facing website
<https://www.thamesvalley.police.uk/hyg/privacy/>

Phone/email should be used to notify the Authority. In the event of a data breach the Authority should be notified within 24 hours and without undue delay as there are only 72 hours to report the breach to the Information Commissioners Officer (ICO) if this is necessary.

Annex 2 to Part 1

- 2 Without prejudice to its other obligations, the Supplier shall implement and maintain at least the following technical and organisational security measures to protect the Personal Data:
 - 2.1 In accordance with the Data Protection Laws, taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of the processing of the Protected Data to be carried out under or in connection with this Agreement, as well as the risks of varying likelihood and severity for the rights and freedoms of natural persons and the risks that are presented by the processing, especially from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to the Protected Data transmitted, stored or otherwise processed, the Supplier shall implement appropriate technical and organisational security measures appropriate to the risk, including as appropriate those matters mentioned in Articles 32(1)(a) to 32(1)(d) (inclusive) of the GDPR.
 - 2.2 Without prejudice to its other obligations, the Supplier shall implement the following security measure;
 - 2.2.1 *[insert relevant specific security measures required in relation to the data being processed]*.

[OPTION 2] – appropriate in the context of sharing information about each parties personnel in a simple arrangement – eg. in the context of BAU activities. If agreeing a complex data sharing arrangement eg. where the parties share large amount of personal data or one party collects personal data on behalf of the other for a specific joint purpose – more substantial wording required – please seek legal advice.

PART 1 – PERSONAL DATA

1 DEFINITIONS

The following definitions shall apply in this schedule:

Purpose means the purpose of the Processing.

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time; (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; and (iii) all applicable Law about the processing of Personal Data and privacy, together with all amendments, subordinate legislation, directions of any competent privacy regulator, common law decisions, relevant regulatory guidance and codes of practice.

Data Controller, Data Subject, Processing, Personal Data, Personal Data Breach: have the meaning given in the GDPR.

Data Loss Event : any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach.

Special Categories of Personal Data has the same meaning as in Article 9 of GDPR.

Data Subject Access Request : a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018 : Data Protection Act 2018

GDPR : the UK General Data Protection Regulation

LED : Law Enforcement Directive (*Directive (EU) 2016/680*)

2 SUPPLIER USE OF PERSONAL DATA

- 2.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is a Data Controller of any Personal Data provided to it by the Authority in connection with this Contract.
- 2.2 In order for the Supplier to enter into and perform its obligations under this Contract, the Authority will provide the Supplier with certain Personal Data relating to **[what type of data will be passed to the Supplier; eg. Authority personnel]**.
- 2.3 The Supplier shall;

- 2.3.1 ensure that it has legitimate grounds under the Data Protection Legislation for the processing of the Personal Data;
 - 2.3.2 inform the Data Subjects, in accordance with the Data Protection Legislation, of the purposes for which it will process their personal data, the legal basis for such purposes and such other information as is required by Article 14 of the GDPR; and
 - 2.3.3 retain or process Personal Data for only as long as is necessary to carry out the Services.
- 2.4 The Supplier shall:
- 2.4.1 Process any Personal Data received from the Authority in accordance with the Data Protection Legislation;
 - 2.4.2 implement and maintain appropriate technical and organisational measures which are appropriate to protect against a Data Loss Event;
 - 2.4.3 process any Personal Data disclosed to the Supplier and/or the Individual by or on behalf of the Authority only:
 - for the purposes of providing the Services; and
 - for the purposes for which that Personal Data was obtained and is processed by the Authority;
 - 2.4.4 immediately provide such evidence of compliance by the Supplier with the obligations under this Schedule as the Authority may from time to time reasonably request;
 - 2.4.5 immediately upon notification by the Authority, take all appropriate action to enable the Authority to properly comply with any Data Subject Access Request in relation to access to and/or rectification or erasure of Personal Data; and
 - 2.4.6 immediately notify the Authority's below specified contacts within 24 hours of the Supplier becoming aware and without undue delay of any Data Loss Event affecting data supplied by the Authority about which the Supplier becomes aware:
 - Authority Manager (*add name ad contact details of a Business SPOC if known as an operational response may be needed in the event of a data loss event*) (
 - Authority's Data Protection Team:
InformationGovernanceTeam@thamesvalley.pnn.police.uk
- 2.5 The Supplier shall not disclose or transfer any Personal Data received from the Authority;
- 2.5.1 to any third party; or
 - 2.5.2 outside the [European Economic Area/UK];
- without having first obtained the written consent of the Authority.

3 SUPPLIER BUSINESS CONTACT INFORMATION

- 3.1 The Supplier agrees that the Authority may process the business contact information of the Supplier's employees and contractors and information about the Supplier as a legal entity

(Supplier Contact Information) in connection with the receipt of the Services and otherwise in complying with its obligations under this Contract.

PART 2

SUPPLIER'S OBLIGATIONS IF IT IS PROCESSING NON PERSONAL DATA ON BEHALF OF THE AUTHORITY

1. The Supplier shall not delete or remove any proprietary notices contained within or relating to the Data.
2. The Supplier shall not store, copy, disclose, or use the Data except as necessary for the performance by the Supplier of its obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
3. To the extent that Data is held and/or processed by the Supplier, the Supplier shall supply that Data to the Authority as requested by the Authority in the format notified by the Authority to the Supplier.
4. The Supplier shall take responsibility for preserving the integrity of Data and preventing the corruption or loss of Data.
5. The Supplier shall perform secure back-ups of all Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Security Requirements. The Supplier shall ensure that such back-ups are available to the Authority at all times upon request and are delivered to the Authority within the timescale notified by the Authority.
6. The Supplier shall ensure that any system on which the Supplier holds any Data, including back-up data, is a secure system that complies with the Security Requirements.
7. If the Data is corrupted, lost or sufficiently degraded as a result of the Supplier's default so as to be unusable, the Authority may:

require the Supplier (at the Supplier's expense) to restore or procure the restoration of the Data to the extent and in accordance with the requirements of the Authority; and/or

itself restore or procure the restoration of Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so to the extent and in accordance with the requirements of the Authority.
8. If at any time the Supplier suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Supplier shall notify the Authority immediately and inform the Authority of the remedial action the Supplier proposes to take.
9. The Supplier shall implement appropriate technical and organisational measures to protect the Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Data and having regard to the nature of the Data which is to be protected.

Document Ref	Status	Author	Approver	Date
Ts&Cs CC £50k to £1m G&S	Obsolete	Des Dockerill	R Fowles	26092018
Change recorded	New Document			
Ts&Cs CC £50k to £1m G&S – Issue 2 06082019	Obsolete	A Hughes	R Fowles	06082019
Change recorded	- Clause 4.7 Change in Law updated - Schedule 14 Authority Data Privacy Contact added			
Ts&Cs CC £50k to £1m G&S – Issue 3 18062021	Obsolete	D Dockerill	R Fowles HoP	18062021
Change recorded	- Updates to the GDPR clauses,			
CC Ts&Cs £50k to £1m G&S issue 4	Obsolete	D Dockerill	D Dockerill	04012022
Change Recorded	Made a Standard Form SF031 Changed IPCC to IOPC Added 3 month period for delivery of Exit Strategy prior to Termination.			
Issue 5	Live	A Hughes	R Fowles	07.08.23
Change Recorded	Inserted SF022 issue 3 Removed KPI template – refers to PST037			