

Contract Cover Letter - DRAFT

Contract Information	
Contract Reference & Title	Contract Reference & Title
Contract Start Date	Contract Start Date
Completion Date	Completion Date
Contract Period (including extensions)	Contract Period
Total Contract Value	Incl VAT
Annual Spend	Incl VAT

Parties are to review the General Conditions of Contract and attached Annex/'s. A duly authorised representatives is to sign into agreement the Terms and Conditions of this Contract in the allocated boxes below.

Contract Signature			
Choose an item.			
Role	Name	Signature	Date
Comments:			
Company Name & Address			
Role	Name	Signature	Date
Comments:			

General Conditions of Contract

THIS AGREEMENT is made on

23 December 2025

BETWEEN

1. HA - (Company No. ...) of HA address (the "Employer");

and
2. Company - (Company No. ...) of Company address (the "Contractor"),

Collectively referred to as the "Parties". **RECITALS**

The Employer wishes to be provided with the works (defined below) by the Contractor and the Contractor agrees to provide the works to the Employer on the terms and conditions of this Agreement.

The following documents (the contract documents) are incorporated in and form part of this contract:

1. XXX
2. XXX
3. XXX

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1. Definitions

“Agreement” – Shall mean the agreement between the Employer and the Contractor for the construction of the works.

“CDM Regulations” – Shall mean the Construction (Design and Management) Regulations 2015.

“Conditions” – Shall mean these general conditions of contract and the conditions contained in the Preliminaries. In the event of any conflict these general conditions shall apply

“Contract” – Shall mean this Agreement

“Contract Administrator” – Shall mean the person appointed from time to time by the Employer under the Contract and it’s duly appointed representatives.

“Contract Sum” – Shall mean the amount specified in the Order or such other sum as may become payable under the Contract.

“Order” – Shall mean the Employer’s official document in relation to placing orders for the Works.

“CDM Principal Designer” – For the purposes of the CDM Regulations shall mean the person appointed by the client to undertake such duties as defined by CDM Regulations 2015

“Preliminaries” – Shall mean the preliminaries attached to these Conditions.

“Principal Contractor” – For the purposes of the CDM Regulations shall mean the Contractor or such other contractor as is named in the Preliminaries or if the Contractor ceases to be the Principal Contractor, such other contractor as the Employer shall appoint pursuant to regulation 5 of those regulations.

“Schedule of Works” – Shall mean the priced schedule of works attached to these Conditions

“Works” – Shall mean the attached schedule as more particularly described in the Preliminaries and the Schedule of Works and shall include any variations made thereto by the Employer during the Contract.

2. Execution of the Contract Works

(a) The Contractor shall commence, execute, complete and maintain (where required by the Contract) the Works and any ordered variations thereto:

- i. subject to and in accordance with the requirements of the Conditions.
- ii. in accordance with the requirements of the Preliminaries.
- iii. in accordance with the Employer’s construction program requirements
- iv. in all respects to the reasonable satisfaction of the Employer

- v. in conformity with all contractual instructions, directions, decisions and requirements of the Employer.
 - vi. at the time and for the Contract Sum referred to in or ascertained by reference to the Order and/or the appendix to the Order.
- (b) The Contractor shall provide plant, labour, and materials (temporary or otherwise) necessary to commence, execute, complete and maintain the Works save as for explicit variations to the supply of the necessary plant, labour or materials.
- (c) If within ten days after receipt of a written notice from the Employer requiring compliance with an instruction or direction of the Employer the Contractor fails to comply therewith and proceed with due diligence, then the Employer may without prejudice to any other rights of the Contractor employ and pay other persons to comply with such instruction or direction and all costs incurred in connection with sub employment shall be recoverable from the Contractor as a debt due to the Employer.
- (d) Where the nature of the Works is such that completion may be achieved in sections, no section shall commence prior to the completion of the previous section without the Employer's written consent.
- (e) Prior to commencement of the Works, the Contractor shall give the Employer the name of the person or persons properly authorised to act and receive instructions on behalf of the Contractor.

3. Contract

- (a) Start Date: The Contractor shall commence the provision of the Works from the **Date** for a period of ******* years ("Start Date").
- (b) Completion Date: The Contractor shall complete the Works by the **Date** ("Completion Date").
- (c) The Contractor shall be deemed to have notice of all provisions of the Contract.
- (d) The Contractor shall observe, perform and comply with all the provisions of the Contract.
- (e) The Employer shall give instructions in relation to the Works (including instructions to vary) and decisions of the Contract Administrator shall be final.

4. Contractor to Indemnify Employer

- (a) The Contractor shall at all times indemnify the Employer against all liabilities of whatever kind which may arise under the Contract out of or in consequence of the execution completion and maintenance of the Works. This indemnity by the Contractor shall be all embracing and shall include liability to other persons for bodily injury or damage to property or other loss and all costs of whatever kind that may be occasioned to the Employer by claims under the Contract.

(b) Provided that the Contractor shall not be bound to indemnify the Employer against such liability or claims if the death, injury, damage or loss in question was caused solely by the wrongful act or omissions of the Employer his servants or agents.

(c) The Contractor shall effect and maintain such insurances as are necessary to cover the liability of the Contractor in respect of personal injuries or death or injury or loss of or damage to property real or personal arising out of or in the course of or by the carrying out of Works.

(d) Such insurance shall be effected with reputable insurers and in terms acceptable to the Employer and shall have a limit of indemnity of not less than five million pounds and unlimited as to the number of occurrences.

(e) The Contractor shall be fully responsible for the Works including any materials on site for incorporation therein until such time that the Works are fully and finally completed (or sections thereof have been accepted as being complete by the Employer in writing) to the satisfaction of the Contract Administrator and the Employer.

(f) Where by the virtue of this clause 4 the Contractor is required to effect and maintain insurance then at any time until such obligation has been fully performed he shall if so required by the Employer produce for inspection the appropriate policy of insurance together with receipts for premiums payable thereunder within fourteen days of a written notice to do so and in the event of his failing to do so the Employer may itself effect such insurance and recover the cost of doing so from the Contractor.

(g) The Contractor shall at his own cost take all necessary measures to prevent injury, loss, theft or damage to the Works or the Works or any adjacent properties or areas which may occur due to operations under the Contractor's control.

(h) The Contractor shall at all times ensure the safe and proper storage of materials on site for incorporation into the Works and shall be fully responsible for the same in accordance with sub-clause 4(d) above.

5. Health and Safety at Work and CDM Regulations

5.1 Health and Safety at Work

(a) The Contractor will observe and comply with all provisions of the Health and Safety at Work Act Codes of Practice and associated legislation, Regulations and orders thereunder and any re-enactment and amendments (thereof for the time being in force) all applicable National Working Rule Agreements and all lawful or reasonable directions given by any competent authority and all reasonable directions of the Employer.

(b) Should at any time the Employer consider that the Contractor is not carrying out the Works safely and the Contractor does not forthwith comply with the Employer's instructions to make improvements then the Employer shall be at liberty to employ whatever measure he considers necessary to ensure safe working. The cost of any such measures undertaken by the Employer shall be regarded as a debt due to the Employer from the Contractor and be deducted from the Contract Sum.

- (c) The Contractor shall use appropriate plant and employ suitable working procedures to ensure that noise and vibration from the site are kept to a minimum. The Employer's Health and Safety Policy shall be deemed to form part of these Conditions.
- (d) The Contractor shall employ personnel who are adequately trained, qualified and supervised to carry out their appointed tasks without any avoidable risk or danger either to themselves, others on the Contract or the public.
- (e) The Contractor should consult with the Employer on Health and Safety aspects of work before commencement of work and supply the Employer with a copy of the Contractor's Health and Safety Policy.
- (f) Any accidents or dangerous occurrence on the Works or on the Employer's premises should be reported to the Employer within seventy-two hours of the incident in addition to any statutory requirements.
- (g) The Contractor shall supply his employees with personal protective equipment in accordance with the relevant regulations.

5.2 CDM Regulations

- (a) The extent of the application of the CDM Regulations to the Works is stated in the Preliminaries
- (b) Each party undertakes to the other that in relation to the Works and site he will duly comply with the CDM Regulations and in particular (but without limitation), where all the CDM Regulations apply:
 - i. the Employer shall ensure both that the CDM Principal Designer carries out all the duties of CDM Principal Designer, and, where the Contractor is not the Principal Contractor, that the Principal Contractor carries out all the duties of a principal contractor under those regulations;
 - ii. where the Contractor is and while he remains the Principal Contractor, he shall ensure that the Health and Safety Plan is received by the Employer before construction work under the Contract is commenced, and that any subsequent amendment to it by the Contractor is notified to the Employer, who shall thereupon where relevant notify the Planning Supervisor and the Contract Administrator; and
 - iii. within such time as the CDM Principal Designer reasonably requires and notifies to the Contractor in writing, the Contractor shall provide, and shall ensure that any sub-contractor, through the Contractor, provides to the Planning Supervisor (or, if the Contractor is not the Principal Contractor, to the Principal Contractor) such information as the CDM Principal Designer reasonably requires for the preparation of the health and safety file

6. Progress of the Works

(a) If it becomes apparent that the Works will not be completed by the date of completion stated within this contract (or any later date fixed in accordance with the provisions of this clause 6(a)) for reasons beyond the control of the Contractor, including compliance with any instruction of the Contract Administrator under the Contract whose issue is not due to a default of the Contractor, then the Contractor shall thereupon in writing notify the Contract Administrator who shall make, in writing, such extension of time for completion as may be reasonable. Reasons within the control of the Contractor include any default of the Contractor or of others employed or engaged by or under him for or in connection with the Works and of any Contractor of goods or materials for the Works.

(b) If the Works are not completed by the completion date, 1 day install and next working day certification, handover and inspection period. As stated in this contract or by any later completion date fixed under clause 6(a) above the Contractor shall pay or allow to the Employer liquidated damages at the rate of **£50.00** per property per day.

(c) The Employer may either recover the liquidated damages from the Contractor as a debt or deduct the liquidated damages from any monies due to the Contractor under the Contract provided that a notice of deduction pursuant to clause 14(b)(ii) has been given.

(d) The Contract Administrator shall certify the date when in their opinion the Works have reached practical completion.

7. Loss and Expense Due to Disturbance

(a) If the regular progress of the Works (including any part thereof which is sub-contracted) is materially affected by any act or omission or default of the Contractor, his servant or agents or any sub-contractor employed by the Contractor, the Employer shall as soon as such material effect becomes apparent given written notice thereof to the Contractor. The amount of any loss or expense thereby caused to the Employer whether directly or indirectly shall be regarded as a debt due to the Employer and be deducted from the Contract Sum.

8. Defects Liability Period

(a) Any defects, excessive shrinkages or other faults to the Works which appear within twelve months of the date of practical completion and are due to materials or workmanship not in accordance with the Contract shall be made good by the Contractor entirely at his own cost unless the Contract Administrator shall otherwise instruct.

(b) The Contract Administrator shall certify the date when in his opinion the Contractor's obligations under this clause 8 have been discharged.

9. Variations and Methods of Measurement

(a) The Contractor shall only carry out such variations as are ordered in writing and signed on behalf of the Employer.

(b) No variation shall vitiate the Contract. Unless specifically provided to the contrary in the Order variations shall be valued in accordance with the provisions of the Contract.

10. Removal of Rubbish and Site Cleanliness

(a) For the duration of the Contract the Contractor shall clear away from the site all rubbish, debris and surplus material as it arises and shall keep access to the Works clear at all times.

(b) Upon completion of the Works the Contractor shall clear away from the site everything of any kind whatsoever brought to the site by him or on his behalf or occasioned by his employees and not required for incorporation in the Works so as to leave the site in a tidy condition to the satisfaction of the Employer.

(b) Should the Contractor at any time be in default of the above obligations the Employer may effect such clearances and the cost thereof shall be regarded as a debt due from the Contractor to the Employer and be deducted from the Contract Sum.

11. Contractor in Receipt of all Details

(a) The Contractor shall be deemed to be in receipt of all necessary details to carry out the Works in accordance with the Contract. If the Contractor deems not to be in receipt of all details the Contractor shall in writing within ten days of receipt of the Order provide the Employer with a schedule of outstanding details together with the latest date for their receipt to enable the Contractor to comply with the Employer's programme.

(b) The Contractor shall advise the Employer of any further details required in respect of any variation, further drawing or instruction issued to the Contractor within ten days of receipt of such variation, further drawing or instruction.

(c) Compliance with the requirements of this clause 11 shall be a condition precedent to the Contractor's entitlement to extension of time or any additional payment in respect of late issue of necessary details.

12. Setting Out and Confirmation of Dimensions

(a) Unless specifically provided to the contrary in the Order the Contractor shall be responsible for setting out the Works and for the accuracy thereof.

(b) Prior to commencing the Works the Contractor shall contact the Employer or the Employer's representative for the purpose of gaining access to the site to verify dimensions.

13. Assignment and Sub-letting

(a) The Contractor shall not without written consent of the Employer assign this Contract or sublet any portion of the Works.

14. Interim/Final Payments and Final Accounts

(a) The Employer shall pay the Contractor in consideration of the execution, completion and maintenance of the Works, the price stated in the Order (such price being exclusive of value added tax) in the following manner:

(b) Payment of undisputed invoices within 30 days by contracting authorities, contractors and subcontractors

(c) that any payment due from the contracting authority to the contractor under the contract is to be made no later than the end of a period of 30 days from the date on which the relevant invoice is regarded as valid and undisputed;

(d) that any invoices for payment submitted by the contractor are considered and verified by the contracting authority in a timely fashion and that undue delay in doing so is not to be sufficient justification for failing to regard an invoice as valid and undisputed; and

(e) a requirement for the subcontractor to include in any subcontract which it in turn awards suitable provisions to impose, as between the parties to that subcontract, requirements to the same effect as those required by this sub-paragraph.

i. The contractors shall submit, for approval and subsequent payment, interim valuations on a monthly basis for fully completed properties. Completion certificates will only be issued when the works are fully complete and all required documentation has been submitted e.g. NICEIC Certificates but not limited to. Payment will be processed as per the conditions/ clauses identified in the contract. No retention will be held on these works. All contractors must issue invoices within 7 days of practical completion.

ii. The contractors shall submit, for approval and subsequent payment, interim valuations on a monthly basis for fully completed properties. Completion certificates will only be issued when the works are fully complete and all required documentation has been submitted e.g. Gas Safety Certificates but not limited to. Payment will be processed as per the conditions/clauses identified in the contract. A retention of 5% will be held on the works. Once the allotted defects liability duration has passed, the retention will be released on issue of Making Good Defects Certificate (NB. Half Retention will not be released at PC, the 5% is to be held whilst works are on-going up to the issue of Making Good Defects Certificate).

iii. The contractors shall submit, for approval and subsequent payment, interim valuations when directed by the Programme Brief. Final valuations to be submitted for approval, and subsequent payment where a 'Property Handover Certificate' has been issued by the Employer, when the works are fully complete and all required documentation has been submitted e.g. Gas Safety Certificates but not limited to. Payment will be processed as per the conditions/clauses identified in the contract. A retention of 5% will be held on the works whilst ongoing until project completion, where 2.5% of retention will be held until the defects liability period ends. Once the allotted time has passed the remaining retention will be released on issue of Making Good Defects Certificate.

iv. The Employer shall pay to the Contractor such sum agreed by the Employer at the end of the month following the month in which such application is received. Payments shall also be subject to deduction under Finance (No. 2) Act 1975 where Contractor does not hold a current valid tax certificate at date of payment.

(b)(i) The Contractor shall supply within six months from the date of practical completion all documentation reasonably required for the computation of the amount to be finally certified by the Contract Administrator and the Contract Administrator shall within 28 days of receipt of such documentation, provided that the Contract Administrator has issued the certificates under clauses 8 herein, issue a final account certifying the amount remaining to the Contractor, or due to the Employer as the case may be, and shall state to what the amount relates and the basis on which that amount was calculated.

(b)(ii) Not later than 7 days after the date of issue of the final account the Employer shall give a written notice to the Contractor which shall specify the amount of the payment proposed to be made to the Contractor in respect of the amount certified and where applicable, such notice shall specify any amount proposed to be withheld and/or deducted from the amount due, the ground(s) for withholding and/or deducting and the amount of the withholding and/or deduction attributable to each ground.

(b)(iii) The final date for payment of such amount as a debt payable as the case may be by the Employer to the Contractor or by the Contractor to the Employer shall be 30 days from the date of issue of the final account.

(c) The value of the final account shall be calculated in accordance with the provisions of the Contract.

15. Records of Labour and Plant

(a) The Contractor shall submit to the Employer daily records of labour and plant deployed on the Works in the form approved by the Employer. The daily records shall be submitted on the next working day, which they apply.

16. Tax Deduction Scheme

(a) If the Contractor is the holder of a valid Sub-Contractor's Tax Certificate issued by the Inland Revenue under the law on tax deductions, he shall:

- i. Produce the original of such certificate to the Employer for inspection as soon as is practicable after receipt of the Order and in any event not later than seven days before the date on which the first payment is due to the Contractor.
- ii. Notify the Employer immediately in the event of the certificate lapsing or being cancelled or withdrawn by the Inland Revenue.

17. Termination

(a) Notices – Any notice or further notice to which any of the clauses hereinafter in this clause 17 refer shall be in writing and given by email, actual delivery, or by special delivery or by recorded delivery. If sent by special delivery or recorded delivery the notice or further notice shall, subject to proof to the contrary, be deemed to have been received 48 hours after the date of posting (excluding Saturday and Sunday and Public Holidays).

(b) Termination by Employer:

i. If the Contractor without reasonable cause makes default by failing to proceed diligently with the Works or by wholly or substantially suspending the carrying out of the Works before practical completion or by failing, pursuant to the Conditions, to comply with the requirements of the CDM Regulations, the Contract Administrator may give notice to the Contractor which specifies the default and requires it to be ended. If the default is not ended within 7 days of receipt of the notice the Employer may by further notice to the Contractor terminate the employment of the Contractor under the Contract. Such termination shall take effect on the date of receipt of the further notice. A notice of termination under this clause 17(b)(i) shall not be given unreasonably or vexatiously.

ii. At its sole discretion for any reason at any time upon no less than 30 days' notice.

iii. upon any breach by the Contractor not being remedied within a reasonable time for remedy as stated in a notice of the breach being given to the Contractor upon no less than 30 days' notice.

iv. If the Contractor, being a company,

makes a proposal for a voluntary arrangement for a composition of debts or scheme of arrangement to be approved in accordance with the Companies Act 1985 or the Insolvency Act 1986 as the case may be or any amendment or re-enactment thereof, or

has a provisional liquidator appointed, or

has a winding-up order made, or

passes a resolution for voluntary winding-up (except for the purposes of amalgamation or reconstruction), or

under the Insolvency Act 1986 or any amendment or re-enactment thereof has an administrative receiver or an administrative receiver appointed

the Employer may by notice to the Contractor terminate the employment of the Contractor under the Contract. Such termination shall take effect on the date of receipt of such notice.

v. Upon termination of the employment of the Contractor under clause 17(b)(i) or clause 17(b)(ii) herein the Contractor shall immediately cease to occupy the site of the Works and the Employer shall not be bound to make any further payment to the Contractor that may be due under the Contract until after completion of the Works and the making good of any

defects therein. The Employer may recover from the Contractor the additional cost to him of completing the Works, any expenses properly incurred by the Employer as a result of, and any direct loss and/or damage caused to the Employer by, the termination.

vi. The provisions of clauses 17(b)(i), 17(b)(ii) and 17(b)(iii) are without prejudice to any other rights and remedies, which the Employer may possess.

(c) Termination by the Contractor

i. If the Employer makes default in any one or more of the following respects:

he does not pay by the final date for payment the amount properly due to the Contractor in respect of any certificate or pay any VAT due on that amount where applicable, or

he, or any person for whom he is responsible, interferes with or obstructs the issue of any certificate due under the Contract or interferes with or obstructs the carrying out of the Works or fails to make the premise available for the Contractor, or

he suspends the carrying out of the whole of the Works for a continuous period of one month or more, or

he fails, pursuant to the Conditions, to comply with the requirements of the CDM Regulations

the Contractor may give notice to the Employer which specifies the default and requires it to be ended. If the default is not ended within 7 days of receipt of the notice the Contractor may by further notice to the Employer terminate the employment of the Contractor under the Contract. Such termination shall take effect on the date of receipt of the further notice. A notice of determination under this clause 17(c)(i) shall not be given unreasonably or vexatiously.

ii. Upon termination of the employment of the Contractor under clause 17(c)(i) the Contractor shall prepare an account setting out:

the total value of work properly executed and of materials and goods properly brought on the site for the purpose of the Works, such value to be ascertained in accordance with the Contract as if the employment of the Contractor had not been determined, together with any amounts due to the Contractor under the Conditions not included in such total value; and

the cost to the Contractor of removing or having removed from the site all temporary buildings, plant, tools and equipment; and

any direct loss and/or damage caused to the Contractor by the termination.

After taking into account amounts previously paid to the Contractor under the Contract the Employer shall pay to the Contractor the full amount properly due in respect of this account within 28 days of its submission by the Contractor.

- iii. The provisions of clause 17(c)(i) and 17(c)(ii) are without prejudice to any other rights and remedies, which the Contractor may possess.

18. Contracts (Rights of Third Parties) Act 1999

- (a) Notwithstanding any other provision of the Contract nothing in the Contract confers or purports to confer any right to enforce and of its terms on any person who is not a party to it.

19. Disputes

- (a) The provisions of the Arbitration Act 1996 shall apply to any dispute under the Contract.

20. Law and Jurisdiction

- 1. The Contract shall be considered as being formed in England and Wales and the laws of England and Wales as they apply in Wales shall apply thereto and it shall be subject to the exclusive jurisdiction of the English and Welsh Courts.

21. Data Protection Act

- (a) The Parties acknowledge that for the purposes of the Data Protection Legislation, the Employer is the Controller and the Contractor is the Processor. The only processing that the Contractor is authorised to do shall be listed in [Annex 1] by the Employer in any appropriate Call-Off Contract and may not be determined by the Contractor.

- (b) The Contractor shall notify the Employer immediately if it considers that any of the Employers instructions infringe the Data Protection Legislation.

- (c) The Contractor shall provide all reasonable assistance to the Employer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Employer, include:

- i. a systematic description of the envisaged processing operations and the purpose of the processing;
- ii. an assessment of the necessity and proportionality of the processing operations in relation to the Services;
- iii. an assessment of the risks to the rights and freedoms of Data Subjects; and
- iv. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

- (d) The Contractor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

- i. process that Personal Data only in accordance with the instructions of the Employer and as set out within [Annex 1] attached to any appropriate Call-Off Contract, unless the Contractor is required to do otherwise by Law. If it is so required the Contractor shall promptly notify the Employer before processing the Personal Data unless prohibited by Law;
 - ii. ensure that it has in place Protective Measures, which have been reviewed and approved by the Employer as appropriate to protect against a Data Loss Event having taken account of the:
 - nature of the data to be protected;
 - harm that might result from a Data Loss Event;
 - state of technological development; and
 - cost of implementing any measures;
 - iii. ensure that:
 - the Staff do not process Personal Data except in accordance with this Agreement (and in particular [Annex 1] to any appropriate Call-Off Contract);
 - 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:
 - are aware of and comply with the Contractor's duties under this Clause;
 - are subject to appropriate confidentiality undertakings with the Contractor or any Sub-processor;
 - 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 Employer or as otherwise permitted by this Agreement; and
 - have undergone adequate training in the use, care, protection and handling of Personal Data.
 - iv. not transfer Personal Data outside of the EU unless the prior written consent of the Employer has been obtained and the following conditions are fulfilled:
 - v. at the written direction of the Employer, delete or return Personal Data (and any copies of it) to the Employer on termination of the Agreement unless the Contractor is required by Law to retain the Personal Data.
- (e) Subject to Clause (f), the Contractor shall notify the Employer immediately if it:
- i. receives a Data Subject Access Request (or purported Data Subject Access Request);
 - ii. receives a request to rectify, block or erase any Personal Data;
 - iii. receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- iv. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
 - v. 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
 - vi. becomes aware of a Data Loss Event.
- (f) The Contractor's obligation to notify under Clause e) shall include the provision of further information to the Employer in phases, as details become available.
- (g) Taking into account the nature of the processing, the Contractor shall provide the Employer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under Clause e) (and insofar as possible within the timescales reasonably required by the Employer) including by promptly providing:
- i. the Employer with full details and copies of the complaint, communication or request;
 - ii. such assistance as is reasonably requested by the Employer to enable the Employer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - iii. the Employer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - iv. assistance as requested by the Employer following any Data Loss Event;
 - v. assistance as requested by the Employer with respect to any request from the Information Commissioner's Office, or any consultation by the Employer with the Information Commissioner's Office.
- (h) The Contractor shall maintain complete and accurate records and information to demonstrate its compliance with this Clause. This requirement does not apply where the Contractor employs fewer than 250 staff, unless:
- i. the Employer determines that the processing is not occasional;
 - ii. the Employer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - iii. the Employer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- (i) The Contractor shall allow for audits of its Data Processing activity by the Employer or the Employer's designated auditor.
- (j) The Contractor shall designate a data protection officer if required by the Data Protection Legislation.
- (k) Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Contractor must:

- i. notify the Employer in writing of the intended Sub-processor and processing;
 - ii. obtain the written consent of the Employer;
 - iii. into a written agreement with the Sub-processor which give effect to the terms set out in this Clause Data Protection such that they apply to the Sub-processor; and
 - iv. provide the Employer with such information regarding the Sub-processor as the Employer may reasonably require.
- (l) The Contractor shall remain fully liable for all acts or omissions of any Sub-processor.
- (m) The Employer may, at any time on not less than 30 Working Days' notice, revise this Clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- (n) The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Employer may on not less than 30 Working Days' notice to the Contractor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

22. Amendments to existing clauses

- (a) Clause(s) shall be amended to read as follows:

23. Additional Clauses

(a) Community Benefits

- i. The Contractor shall liaise with the Employer's Community Benefits Officer to establish a Community Benefits Plan (including timeline) in which to implement the Community Benefits offered by the Contractor highlighted within Annex 2 Community Benefits Menu.
- ii. The Contractor shall not cause any current employee of the Contractors or any current employee of any of its sub-Suppliers (of any tier) to become unemployed as a result of implementing the Community Benefits Plan.
- iii. The Contractor shall keep the Community Benefits Plan under review throughout the Contract and modify as appropriate in order to achieve the Community Benefits proposed within Annex 2. Proposed modifications of the Community Benefits Plan shall be discussed with the Employer and are subject to Employer's approval. The Employer will consider reasonable requests for modifications in light of current circumstances and the commitments set out in the Community Benefits Plan but reserves the right to reject any proposed modifications which it regards are unreasonable.

- iv. The Contractor shall use the Community Benefits Measurement tool as the reporting mechanism for the community benefits linked to this contract and following agreement with Employer submit the completed tool to Welsh Government's Value Wales Team.

Annex 1: Processing, Personal Data and Data Subjects

The Contractor shall comply with any further written instructions with respect to data processing by the Employer.

Any such further instructions shall be incorporated into this Annex.

Description	Details
Subject matter of the processing	Receiving Personal Data in order to complete Works as instructed for project number and name XXX
Duration of the processing	From Start Date of Contract until the agreed Completion Date
Nature and purposes of the processing	The purpose is to receive Personal Data in order to complete Works as instructed for project number and name XXX
Type of Personal Data	Personal data including (but not limited to): names, addresses, date of birth, NI numbers, telephone numbers, Client Alerts, bank information.
Categories of Data Subject	Staff (including volunteers, agents and temporary works), Customers, suppliers, members of public
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	All data to be permanently destroyed in accordance with application data retention legislation.

Annex 2: Community Benefits Menu

[Client Name] is committed to contributing to the social, economic and environmental well-being of the [HA Local Area] community. This document is designed to support contractors in developing a robust community benefits offering, a contractor does not need to provide support in every aspect listed however it is expected that the contractor **supports a minimum of one**.

Employer's must not outline the community benefit's they are currently delivering for existing Clients. Employer's **must outline what they propose to offer** [Client Name] if awarded the contract.

1. General community benefits:

- 1.1. The Contractor will need to provide community benefits as a result of the contract condition requirement as part of the award of this contract. These must be agreed with the Employer prior to delivery of said community benefits. For examples of community benefits that can be delivered - please see below "Community Benefits – Menu of options" attachment.
- 1.2. All community benefit activities must take place within the [HA Local Area] County Borough.
- 1.3. Prior to any delivery of community benefits the Contractor must inform the Employer and receive authorisation for said community benefits to be considered as part of the awarded contract.
- 1.4. The Contractor must also ensure to joint badge any publicity material gained from the delivery of community benefits, which must be approved by the Employer prior to release.

2. Monitoring & Verification Information

- 2.1. Within 4 weeks of completion of each annual audit following Implementation of the contract the Contractor will provide the Employer with a Community Benefit Statement setting out in relation to the period and the contract to date.
- 2.2. If required by the employer, the Contractor will develop monitoring reports in partnership with employer to be submitted at agreed meetings as an agenda item.

Please note: **Contractor is required to answer this section however not all fields are required to be completed. Please select the options which are most suitable to your organisation.**

Procurement Requisition Form	
Decarbonisation	
Decarbonisation and 'Green' Energy What decarbonisation programme does your organisation have to become more sustainable in terms of material usage with regards to this requirement?	
Employment Opportunities	
Targeted Local Recruitment & Training What employment and/or training opportunities can you offer the local community and/or tenants? It is expected that 1 person week is offered per £20,000.00 of spend. This can be broken down across different individuals and timescales as the Contractor sees fit. Key info: Number of weeks available in this contract, number of people on each placement	
Targeted Apprenticeship/Trainee Scheme What apprenticeship and/or trainee schemes can you offer the local community and/or tenants? A period of 18 months is usually required to deliver a NVQ L2 or similar qualification. Examples include: business admin, surveying & trade sectors. Key info: Number of apprentices/trainees, work area (e.g. admin, trade etc.), hours per week, number of weeks	
Targeted Work Placements What opportunities can you offer to the local community and/or tenants in the form work placements/work experience? Key info: Number of weeks available in this contract	
Professional Development	
Targeted Mock Interview Training	

<p>What interview training (including performance feedback) are you able to offer the local community and/or tenants?</p> <p>Key info: Number of interviews to be carried out</p>	
<p>Mentoring</p> <p>What mentorship programs are you able to offer the local community and/or tenants (an outline of guidance should be given)?</p> <p>Key info: Number of mentors, number of hours per mentor</p>	
<p>Support Professional Development Training</p> <p>What professional development training are you able to offer the local community and/or tenants? e.g. training on things such as computers, cost control, health and safety etc.</p>	
<p>Support Construction Training</p> <p>What construction training support are you able to offer the community construction trainers?</p> <p>This could include materials e.g. bricks, plaster, paint, timber etc, or construction trainers themselves.</p>	
<p>Careers Fair</p> <p>What is your ability to attend an event aimed at making people aware of opportunities in your organisation's business sector?</p>	
Community Projects & Events	
<p>Community Project</p> <p>What voluntary local community project support can you offer? e.g. painting of a community room, donation of materials and/or funds.</p> <p>Key info: Number of staff, total hours available</p>	

<p>Community Workshop</p> <p>What is your ability to attend a half-day session with other members of the supply chain to use their business acumen to problem solve and discuss community improvement proposals e.g. how do we secure more revenue support for a community centre?</p> <p>Key info: Number of ½ day sessions attended</p>	
<p>Schools Project</p> <p>What is the contractor's ability to support, aid financially and/or raise awareness of your business sector within local schools?</p>	
<p>Community Sporting Events</p> <p>What is the contractor's ability to be part of, aid financially/sponsor and/or promote local sporting events?</p>	
<p>Community Arts Events</p> <p>What is the contractor's ability to be part of, aid financially/sponsor and/or promote local art events?</p>	
<p>Secondary Supply Chain Support</p>	
<p>Secondary Supply Chain Support</p> <p>What is the contractor's ability to encourage their own supply chain to engage in the above activities.</p>	
<p>Other Ideas</p>	
<p>Other Ideas</p> <p>Detail any other community benefit initiatives you would be able to offer benefiting the local community and/or tenants, local supply chains or the environment.</p>	