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**CWM ENVIRONMENTAL LTD
CONTRACT FOR THE SUPPLY OF SERVICES**

CONTRACT

made this day of 202[]

**FOR THE PURCHASE OF
SERVICES**

BETWEEN:

CWM ENVIRONMENTAL LTD

and

[COMPANY NAME] LIMITED

CONTRACT PARTICULARS

Contract Title	[]
CWM Environmental Ltd REF	[] []
Contractor	[COMPANY NAME] is a company incorporated and registered in England and Wales with company number [Number], with a registered office at [Registered Office Address]
Commencement Date	[]
Expiry Date	[]
Any option to extend	If Yes, [define the extension period and] as stated in the Specification/or No
Services	As set out in the Specification
Contract Price	£ [] (exclusive of VAT) and /or see Schedule 3 Contract Price Schedule
Commencement Date	
Delivery Location (if any)	
Payment Profile	Payment is to be monthly in arrears in accordance with the Contract [unless otherwise stipulated in the Specification]
Email Address for Invoices
Postal Address for Invoices
Premises	The sites
Intellectual Property Rights	Unless otherwise specified in the Specification, all Intellectual Property Rights will be the property of CWM Environmental Ltd.

Property	As set out in the Specification.
Quality Standards	As set out in the Specification.
Special Terms Apply	Yes/No

Authorised Officer:		
Name	Position	Contact Details
	□	
Contract Manager:		
	[At the Contractor]	
Key Personnel (if applicable)		
Name	Position	Contact Details
	[At the Contractor]	
	[At the Contractor]	

Contract Management		
Management Information Clause B9	As set out in Clause B9 and Schedule 4	
Monitoring of Contract Performance Clause B10	As set out in Clause B10 and Schedule 4	
Provision of Meetings Clause B9:	As set out in Clause B9 and Schedule 4	
Frequency	Proposed Attendees	Location
As set out in Clause B9 and Schedule 4	Authorised Officer and the Contract Manager	To be notified to the Contractor

Insurance	
Insurance type:	Minimum level
Employer's Liability Insurance	£10 Million
Public Liability Insurance	£10 Million
Product Liability Insurance	£10 Million
Professional Indemnity insurance	£2 Million

Address for Service	
Address for Official Notices (Contractor)	[]
Address for Official Notices (CWM Environmental Ltd)	[]

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PART A – PARTIES, BACKGROUND, AND OPERATIVE PROVISIONS

A1. PARTIES

- (1) **CWM ENVIRONMENTAL LTD** (as defined in the Contract Particulars); and
- (2) **CONTRACTOR** (as defined in the Contract Particulars).

A2. BACKGROUND

- (A) CWM Environmental Ltd invited potential suppliers (including the Contractor) to tender for the provision of the Services.

- (B) On the basis of the Tender and in reliance on the representations made by the Contractor therein, CWM Environmental Ltd has selected the Contractor to provide the Services.
- (C) The Contractor is willing and able to provide the Services in accordance with the terms and conditions of this Contract.

A3. DEFINITIONS

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

Approval	means the prior written approval of CWM Environmental Ltd
Auditor	means an auditor appointed by CWM Environmental Ltd
Authorised Officer	means the person designated as such by CWM Environmental Ltd in the Contract Particulars.
Business Continuity Plan	means a plan to address a serious event that threatens the Contractor's ability to deliver the Services and requires the Contractor to make arrangements to ensure the continued delivery of the Services.
Certified Data Wiping	means data destruction through a service that can certify that data held on information technology systems (including hard disk drives and/or other digital media) has been wiped.
Change in Law	means the coming into effect or repeal (without enactment or consolidation) in England or Wales of any Law, or any amendments or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England or Wales (in each case after the Commencement Date).
Commencement Date	means the services commencement date set out in the Contract Particulars.
Complaint	means an expression of dissatisfaction about the Contractor's action or lack of action, or about the standard of Service being delivered under the Contract, or compliance or non-compliance with a statutory obligation.
Confidential Information	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial

	interests of any person, prices, methodologies, trade secrets, Intellectual Property Rights, know-how of either Party and all Personal Data and sensitive data within the meaning of the Data Protection Legislation.
Contract	means the written agreement between the CWM Environmental Ltd and the Contractor consisting of the Contract Particulars, Contract Clauses, including any special terms and conditions, Specification, Tender and any other document referred to in the Contract Clauses, the Schedules and the Tender. In the event of conflict, Clause A6.3 shall apply.
Contract Manager	means the person designated as such by the Contractor in the Contract Particulars.
Contract Particulars	means the document entitled the same, and which forms part of this Contract.
Contract Period	means the period from the Commencement Date to the Expiry Date unless otherwise terminated earlier or extended pursuant to the terms and conditions of the Contract.
Contract Price	means the price (exclusive of any applicable VAT), payable to the Contractor by CWM Environmental Ltd under the Contract, as set out in the Contract Particulars and Schedule 3, for the full and proper performance by the Contractor of its obligations under the Contract.
Contract Year	means a period of twelve (12) months, commencing on the Commencement Date.
Control	means control as defined by section 1124 of the Corporation Tax Act 2010, and the term change of Control shall be construed accordingly.
Crown	means the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Welsh Government), including, but not limited to, government ministers and government departments.
Controller	has the meaning as set out in the Data Protection Legislation.
Data Loss Event	any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this

	Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract;
Data Protection Legislation	<p>means:</p> <ul style="list-style-type: none"> (a) to the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of Personal Data. (b) to the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Customer or Provider is subject, which relates to the protection of Personal Data.
Data Subject	means any living person who is the subject of Personal Data as defined in the Data Protection Legislation.
Data Subject Access Request	means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his or her Personal Data.
DBS	means the Disclosure and Barring Service (established under the Protection of Freedoms Act 2012).
DBS Checks	means the checks conforming to the procedures of the DBS.
Default	means any breach of the obligations of the relevant Party (including but not limited to material breach or breach of a fundamental term or warranty) or any other default, act, omission, negligence or negligent statement of the relevant Party 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.
Dispute	any dispute, difference or question of interpretation arising out of or in connection with this Contract, including any dispute, difference or question of interpretation relating to the Services or any matter where this Contract directs the parties to resolve an issue by reference to Clause D7 (Dispute Resolution Procedure).
Dispute Notice	means a notice served pursuant to Clause D7.1a).
DPA	means the Data Protection Act 2018.

EIR	means the Environmental Information Regulations 2004 (SI 2004/3391), together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
Extended Period	means the period in Clause B 1.2.
Equipment	means the Contractor's equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.
EU GDPR	means the General Data Protection Regulation (Regulation (EU) 2016/679)
Expiry Date	means the date specified in the Contract Particulars when the Contract is due to expire unless the Contract Period is extended, or the Contract is terminated in accordance with the terms and conditions of the Contract.
FOIA	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Force Majeure Event	<p>means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including:</p> <ul style="list-style-type: none"> • an act of war, terrorist attack, armed conflict, imposition of sanctions or embargo; • an act of God; • a law, decree or action taken by a government or public authority; • riots; • civil commotion; or <p>any event or circumstance which is both beyond the control of whichever Party is affected and which could not have been foreseen with reasonable foresight;</p>
Good Industry Practice	means 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 under the same or similar circumstances.
Information	has the meaning given under section 84 of the FOIA.

Intellectual Property Rights	means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures, marketing methods and procedures and advertising literature, including the look and feel of any websites, and Intellectual Property shall refer to such materials.
Inventions	means any invention, idea, discovery, development, improvement or innovation made by the Contractor or the Key Personnel in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.
Key Personnel	means any Key Personnel identified in the Contract Particulars as being key personnel in respect of delivery of the Services.
Key Performance Indicators	means the key performance indicators identified in Schedule 4 and included in the Management Information.
Law	means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which apply to the provision of the Services or with which the Contractor is bound to comply.
Management Information	means the management information required by CWM Environmental Ltd and/or as specified in the Contract Particulars or the Specification and in Schedule 4, and which shall include the Key Performance Indicators, if any.
Month	means a calendar month.
Party	means the Contractor or CWM Environmental Ltd, and Parties shall mean both the Contractor and CWM Environmental Ltd

Performance Management Periods	means the performance management periods identified in the Specification (if any)
Personal Data	shall have the same meaning as set out in the Data Protection Legislation and relates only to personal data, or any part of such personal data, of which CWM Environmental Ltd is the Controller and in relation to which the Contractor is providing Services under this Contract.
Personal Data Breaches	Any breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to personal data transmitted, stored, or otherwise processed by the Contractor under this Contract.
Premises	means the location or the locations made available to the Contractor for the purposes of the Contract as set out in either the Contract Particulars or the Specification.
Process	has the meaning given to it under the Data Protection Legislation, but, for the purposes of this Contract, it shall include both manual and automatic processing.
Processor	has the meaning as set out in the Data Protection Legislation.
Prohibited Act	<p>The following constitute Prohibited Acts:</p> <p>(a) to directly or indirectly offer, promise or give any person working for or engaged by CWM Environmental Ltd a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform a relevant function or activity improperly; or • reward that person for improper performance of a relevant function or activity; <p>(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;</p> <p>(c) committing any offence:</p> <ul style="list-style-type: none"> • under the Bribery Act 2010; • under the Modern Slavery Act 2015; • under legislation creating offences • concerning fraudulent acts; • at common law concerning fraudulent acts relating to this Contract or any other contract with CWM Environmental Ltd; or

	(d) defrauding, attempting to defraud, or conspiring to defraud CWM Environmental Ltd
Property	means the property, other than real property, issued or made available to the Contractor or the Key Personnel by CWM Environmental Ltd in connection with the Contract.
Quality Standards	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation 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 Contractor would reasonably and ordinarily be expected to comply with (as may be further detailed in the Contract Particulars) and any other quality standards set out in the Contract Particulars.
Regulatory Bodies	means those government departments and regulatory, statutory, and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of CWM Environmental Ltd
Replacement Contractor	means any third-party service provider appointed to deliver services replacing the Services in respect of the same Lot (in whole or part), the same as or similar to any of the Services and which CWM Environmental Ltd receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract. Means a provider appointed to deliver services replacing the Services in respect of the same Lot (in whole or part)
Request for Information	shall have the meaning set out in the FOIA or EIR as relevant (where the meaning set out for the term "request" shall apply).
Required Insurances	means the insurances contained in Clause E1 Insurances and the Contract Particulars, which shall be sufficient to provide the level of cover required for all risks which may be incurred by the Contractor in performance of its obligations under the Contract for so long as the Contractor shall have liability to CWM Environmental Ltd
Services	Services means the services to be supplied in respect of the relevant Lot as set out in the Specification..

Specification	means the description of the Services and or Goods required by CWM Environmental Ltd as issued in the invitation to submit a tender and/or any other document issued by CWM Environmental Ltd stipulating the Services and/or Goods that are required from the Contractor and attached at Schedule 1 .
Staff	means all persons (whether on a voluntary basis or not), including Key Personnel, employed, or engaged by the Contractor to perform its obligations under the Contract, together with the Contractor's agents, suppliers and Sub-Contractors and employees or agents of Sub-Contractors used in the performance of its obligations under the Contract.
Staff Vetting Procedures	means the CWM Environmental Ltd procedures and departmental policies for the vetting, as appropriate, of personnel for: (a) eligibility to work in the UK; (b) the handling of information of a sensitive or confidential nature; (c) the handling of information which is subject to any relevant security measure; (d) the carrying out of regulated activity within the meaning of the Safeguarding Vulnerable Groups Act 2006; and/or (e) where indicated on the Specification, DBS Checks.
Sub-Contract:	means any contract between the Contractor and a third party under which the Contractor agrees to source the provision of any of the Services from that third party.
Sub-Contractor	means a contractor that enters into a Sub-Contract with the Contractor.
Tender	means the document or documents submitted by the Contractor to CWM Environmental Ltd in response to the Specification as provided at Schedule 2 .
TUPE	means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended).
UK GDPR	has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA.
Uninsurable	means a) insurance is not available to the Contractor in respect of the risks in Clause E1.1 in the worldwide insurance market with reputable insurers of good standing in respect of that risk; or b) the insurance premium payable for insuring that risk is at such a level that the risk is not generally being insured against in the worldwide

	insurance market with reputable insurers of good standing by contractors in the United Kingdom.
VAT	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
Working Day	means any day other than a Saturday or Sunday or public holiday in England and Wales.
Works	means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Contractor or the Key Personnel in the provision of the Services.

A3.1 LOT STRUCTURE AND CONTRACT APPLICATION

Where the Services are divided into Lots:

- (a) each Lot shall constitute a separate and independent contract between CWM Environmental Ltd and the Contractor appointed to that Lot;
- (b) References to “the Contract” shall be interpreted as applying only to the relevant Lot unless expressly stated otherwise;
- (c) No Contractor shall have any rights or obligations in respect of any other Lot; and
- (d) no relationship, partnership or joint liability shall arise between Contractors appointed to different Lots.

A4. INTERPRETATION

A4.1 The interpretation and construction of the 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) References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

- (e) References to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted 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";
- (g) Headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
- (h) The Contract Particulars form part of the Contract and shall have effect as if set out in full in the body of the Contract, and any reference to the Contract shall include the Contract Particulars.
- (i) the Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract, and any reference to the Contract shall include the Schedules;
- (j) References in the Contract to any Clause or Schedule without further designation shall be construed as a reference to the Clause or Schedule to the Contract so numbered;
- (k) references in the Contract to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to the Contract so numbered and
- (l) References to and requirements as to Services in the Contract Clauses shall apply to the Goods where the Specification and context require it.

A5. OFFICIAL NOTICES

A5.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.

A5.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, registered post or by the recorded delivery service). Such letters shall be addressed to the other Party in the manner referred to in this Clause. Provided the relevant communication is not returned as undelivered, the notice or communication shall either be deemed to have been given:

- (a) on the Working Day for letters sent by hand; or
- (b) two (2) Working Days after the day on which the letter was posted; or
- (c) Sooner, where the other Party acknowledges receipt of such a letter.

A5.3 The address to send notices to each Party shall be:

(a) for the CWM Environmental Ltd: the address set out in the Contract Particulars; and

(b) for the Contractor: the address set out in the Contract Particulars.

A5.4 For the avoidance of doubt, no notice or communication under this Contract will be accepted by fax.

A5.5 Either Party may change its address for service by serving a notice in accordance with this Clause.

A6. ENTIRE AGREEMENT AND CONFLICT

A6.1 This Contract constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Contract, save that any variation agreed pursuant to Clause B1.2 (Contract Period) or Clause H1 (Contract Variation) shall be deemed to be part of this Contract.

A6.2 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this Contract.

A6.3 In the event of and only to the extent of any conflict between the Contract Particulars, the Clauses of the Contract and any document referred to in those Clauses, the conflict shall be resolved in accordance with the following order of precedence:

- a) the Clauses of the Contract;
- b) the Contract Particulars;
- c) the Specification;
- d) any other document referred to in the Clauses of the Contract;
- e) the Contractor's Tender.

PART B - PROVISION OF SERVICES

B1. CONTRACT PERIOD

B1.1 Notwithstanding the date of this Contract, the Contract Period will commence on the Commencement Date and, unless terminated earlier in accordance with any provisions within the Contract, it shall remain in force until the Expiry Date or any date agreed between the Parties as an extension beyond the Expiry Date.

- B1.2 If the Contract includes an option to extend, CWM Environmental Ltd may, by giving written notice to the Contractor not less than one Month before the Expiry Date, extend the Contract for the Extended Period.
- B1.3 The provisions of the Contract shall apply throughout the Extended Period.
- B1.4 For the avoidance of doubt, the Contractor shall not be entitled to be paid any compensation from CWM Environmental Ltd upon expiry of this Contract.

B2. PERFORMANCE

- B2.1 The Contractor shall supply the Services in accordance with the Specification and the Tender in consideration for the Contract Price.
- B2.2 The Contractor acknowledges that it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of CWM Environmental Ltd before submitting its Tender so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.
- B2.3 The Contractor shall be responsible for the accuracy of all drawings, documents and information supplied to CWM Environmental Ltd by the Contractor in connection with the supply of the Services and shall pay CWM Environmental Ltd any extra costs occasioned by any discrepancies, errors or omissions therein.
- B2.4 The Contractor shall:
- a) at all times comply with the Quality Standards, and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body;
 - b) to the extent that the standard of Services has not been specified in the Contract, seek confirmation from CWM Environmental Ltd as to the relevant standard of the Services before commencing the supply of the Services; and
 - c) at all times perform its obligations under the Contract in accordance with the Law and Good Industry Practice.
- B2.5 The Contractor shall ensure that all Staff supplying 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 supply of the Services in accordance with Good Industry Practice.
- B2.6 Timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

- B2.7 CWM Environmental Ltd may inspect and examine the manner in which the Contractor supplies the Services at the Premises.
- B2.8 If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by CWM Environmental Ltd which prevents or hinders or may prevent or hinder the Contractor from performing the Services in accordance with the Contract, the Contractor shall inform CWM Environmental Ltd and CWM Environmental Ltd, at its absolute discretion, extend the period of the Contract accordingly.
- B2.9 If the Contractor at any time becomes aware of any material matter which prevents or hinders or may prevent or hinder the Contractor from performing the Services in accordance with the Contract, the Contractor shall inform CWM Environmental Ltd immediately.
- B2.10 If the Contractor is to undergo or has undergone a change of Control, the Contractor shall inform CWM Environmental Ltd as soon as reasonably practicable.
- B2.11 CWM Environmental Ltd retains the Contractor to perform the Services on a non-exclusive basis.
- B2.12 At all times during the Contract Period the Contractor shall be an independent service provider 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 except as expressly permitted by the terms of the Contract.

B3. CONTRACT MANAGER, KEY PERSONNEL AND STAFF

- B3.1 The Contractor shall appoint the Contract Manager. The Contract Manager shall be competent in the subject matter of this Contract and, with the exception of a Dispute, shall be able to make decisions under the Contract without the need for the matter to be escalated within the Contractor's business. This will not limit in any way any other of the Contractor's rights or obligations.
- B3.2 The appointment of Key Personnel shall be identified in the Contract Particulars. The Contractor shall, and shall procure that any Sub-Contractor shall, obtain the prior Approval of CWM Environmental Ltd before removing or replacing any Key Personnel during the Contract Period, and, where possible, at least two (2) Months' written notice must be provided by the Contractor of its intention to replace Key Personnel.
- B3.3 The Contractor acknowledges that the Key Personnel are essential to the proper provision of the Services to CWM Environmental Ltd
- B3.4 CWM Environmental Ltd may, by written notice, require the Contractor to immediately remove from the provision of the Services any Key Personnel

that CWM Environmental Ltd considers in any respect unsatisfactory. If the Contractor replaces the Key Personnel as a consequence of this Clause B3.4, the cost of effecting such replacement shall be borne by the Contractor.

- B3.5 CWM Environmental Ltd may, by written notice, refuse to admit onto or withdraw permission to remain on the Premises any member of Staff whose admission or continued presence would, in the reasonable opinion of CWM Environmental Ltd, be undesirable or if they otherwise present a security threat.
- B3.6 At CWM Environmental Ltd's written request, the Contractor shall provide a list of the names of all persons who may require admission to the Premises, giving such particulars as CWM Environmental Ltd may reasonably require.
- B3.7 The Contractor shall procure that all Staff comply with such rules, regulations and requirements as may be in force and/or notified to the Contractor from time to time, including those rules or requirements specifically, for example, security, in connection with the Premises.
- B3.8 The Contractor warrants that it has complied with the Staff Vetting Procedures in respect of all Staff at or following the Commencement Date and that it shall not employ or engage any person in the provision of the Services who is barred from carrying out, or whose previous conduct or records indicates that they would not be suitable to carry out, the Services.
- B3.9 The Contractor shall use its reasonable endeavours to ensure continuity of Key Personnel and to ensure that the turnover rate of its Staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations, and environments.

B4. LICENCE TO OCCUPY, ACCESS AND SECURITY OF THE PREMISES

- B4.1 Subject to Clause B4.3, any land or Premises made available from time to time to the Contractor by CWM Environmental Ltd in connection with the Contract shall be made available to the Contractor on a non-exclusive licence basis and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. CWM Environmental Ltd may require the Contractor to enter into a licence agreement for the use of the Premises and may require the Contractor to pay a licence fee to CWM Environmental Ltd. Any such licence agreement will terminate automatically upon termination or expiry of this Contract, howsoever occurring.
- B4.2 The Parties agree that there is no intention on the part of CWM Environmental Ltd to create a tenancy of any kind in respect of the Premises whatsoever in favour of the Contractor or its Staff.
- B4.3 The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination, or abandonment of the

Contract or upon being given notice to do so by CWM Environmental Ltd at any time during the Contract Period.

- B4.4 The Contractor shall pay for the cost of making good any damage caused by the Contractor 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. Any Dispute as to the obligation to make good pursuant to this clause B4.4 shall be referred to dispute resolution pursuant to Clause D7 (Dispute Resolution Procedure).
- B4.5 The Contractor shall comply with all security requirements of the CWM Environmental Ltd while on the Premises and shall ensure that all Staff comply with such requirements. The Contractor shall be responsible for the security of its own assets, equipment, and information used at the Premises in the performance of the Services, and CWM Environmental Ltd shall have no liability whatsoever howsoever arising in respect of any loss, damage, corruption, injury, cost or expense in respect of such assets, equipment, or information.

B4.6 Security and Stop and Search Procedures

B4.6.1 Where the Services are performed on Premises or in connection with services subject to security controls, CWM Environmental Ltd may require Staff (including Agency Workers) to comply with reasonable and proportionate security measures as a condition of access to, and continued participation in, the Services.

- B4.6.2 Any security measures imposed under this Clause shall:
- compliant with all applicable Law, including the Human Rights Act 1998, Data Protection Legislation and the principles of equal treatment, transparency and proportionality under the Procurement Act 2023.
 - carried out by authorised personnel only; and
 - applied in a non-discriminatory manner in accordance with the Equality Act 2010;
 - conducted lawfully and fairly;

B4.6.3 Security measures may include, where reasonably required:

- not constitute an unjustified barrier to access to the Services.
- be transparent and applied consistently; and
- be proportionate to the risk being addressed;
- be objectively justified by the nature of the Services or the operational environment;

- B4.6.4 CWM Environmental Ltd warrants that all stop and search or security screening procedures shall be:
- the use of security or detection equipment.
 - identity, access or screening checks; and/or
 - searches of bags, personal effects or vehicles;

- stop and search procedures;

B4.6.5 CWM Environmental Ltd shall notify the Contractor in advance where compliance with security or stop and search procedures is a requirement of the Services, and the Contractor shall use reasonable endeavours to inform relevant Staff prior to commencement.

B4.6.6 Where any member of Staff refuses to comply with a lawful, reasonable and proportionate security or stop and search procedure, CWM Environmental Ltd may deny access to the Premises and require removal of that individual from the Services without liability, subject to compliance with applicable Law.

B4.6.7 CWM Environmental Ltd shall be responsible for the design and operation of any security or stop and search procedures and shall indemnify and keep indemnified the Contractor against any Losses arising from CWM Environmental Ltd.'s failure to comply with this Clause or applicable Law.

B5. PROPERTY

B5.1 Any Property provided to the Contractor by CWM Environmental Ltd shall be and remain the Property of CWM Environmental Ltd, and the Contractor irrevocably licences CWM Environmental Ltd and its agents to enter upon any premises of the Contractor during normal business hours and on reasonable notice to recover any such Property. The Property shall be returned to CWM Environmental Ltd at the Contractor's cost on or before the Expiry Date.

B5.2 The Contractor shall not, in any circumstances, have a lien or any other interest over the Property as fiduciary agent and bailee of CWM Environmental Ltd

B5.3 Unless the Contractor notifies CWM Environmental Ltd within five (5) Working Days of receipt of the Property, the Property shall be deemed to be in good condition when received by or on behalf of the Contractor.

B5.4 The Property shall only be used in connection with the provision of the Services.

B5.5 The Contractor shall ensure the security of the Property and shall maintain the Property in good condition.

B5.6 The Contractor shall promptly notify CWM Environmental Ltd in the event of any defects, loss or damage arising in or occurring to the Property.

B5.7 The Contractor shall be liable for all loss of or damage to the Property (excluding fair wear and tear) unless such loss or damage was caused by CWM Environmental Ltd's default. Any Dispute as to the Contractor's liability pursuant to this clause B5.7 shall be referred to dispute resolution pursuant to Clause D7 (Dispute Resolution Procedure).

B6. EQUIPMENT

- B6.1 Except as otherwise specified in the Specification, the Contractor shall provide the Equipment to perform the Services at its own cost. Such Equipment shall be fit for purpose, well maintained (in accordance with the manufacturer's servicing and maintenance requirements), insured and, where necessary, fulfilling any Quality Standards and/or the requirements contained in the Specification.
- B6.2 When using any Equipment, the Contractor shall have due regard where relevant to fuel economy and energy saving and ensure the Equipment is used in a safe manner and in conformance with the proper control requirements. This shall include clearly and accurately labelling containers to indicate their contents and ensuring that the Staff are properly instructed in such matters.
- B6.3 The Contractor shall be responsible for the security of all Equipment used by the Contractor in connection with the Services. CWM Environmental Ltd shall not be held liable for loss, damage, or injury in respect of the same.
- B6.4 At the end of the Contract, any Equipment remaining on the Premises shall, subject to Clause D6.4 (f) and (g), be removed at the Contractor's expense.

B7. ENVIRONMENTAL REQUIREMENTS AND SOCIAL VALUES

- B7.1 The Contractor shall at all times throughout the Contract Period:
- (a) comply with its duty of care under section 34 of the Environmental Protection Act 1990;
 - (b) comply with its obligations under the Transfrontier Shipment of Waste Regulations 2007 (as amended or replaced) where applicable;
 - (c) take all and any steps as are necessary to ensure that the impact of any operation of the Contractor upon the environment, in pursuance of its obligations under this Contract, is adequately and sufficiently assessed, considered, supervised, controlled, monitored, mitigated, and remedied as required by all appropriate enforcement agencies and all applicable Law and Good Industry Practice; and
 - (d) use its reasonable endeavours to enhance the environmental benefits of the Services and to provide the Services in such a way as to minimise any actual or potential damage to the environment, provided that this Clause B7.1(d) shall not require the Contractor to carry out the Services in a manner other than the manner expressly provided for in this Contract.

- B7.2 The Contractor shall be required to deliver any agreed social value elements in accordance with the Well-being of Future Generations (Wales) Act 2015 and the Specification.
- B7.3 The Contractor shall, where relevant to the Specification, co-operate with CWM Environmental Ltd in relation to the economic, social, and environmental well-being of the area in which CWM Environmental Ltd operates and shall accordingly notify CWM Environmental Ltd of any best practice ideas which may improve the same.

B8. HEALTH AND SAFETY

- B8.1 While on the Premises, the Contractor shall comply with any health and safety measures implemented by CWM Environmental Ltd in respect of the Staff and any other persons working there.
- B8.2 The Contractor shall promptly notify CWM Environmental Ltd of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.
- B8.3 The Contractor shall notify CWM Environmental Ltd immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property.
- B8.4 The Contractor shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations, and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.
- B8.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to CWM Environmental Ltd on request.

B8.6 Drug and Alcohol Controls

- B8.6.1 The Client may require Agency Workers to be fit for work and free from the effects of alcohol, illegal drugs or the misuse of prescribed or over-the-counter medication where such a requirement is objectively justified by the nature of the Assignment, including where the Assignment involves safety-critical duties, access to vulnerable persons, sensitive environments or regulated activities.

B8.6.2

Any drug and alcohol controls imposed by the Client shall be:

- proportionate to the risks associated with the Assignment;
- transparent and communicated in advance as a condition of the Assignment;

- applied consistently and in a non-discriminatory manner; and
- compliant with applicable Law, including the Equality Act 2010, the Human Rights Act 1998, Data Protection Legislation and the principles of equal treatment, transparency and proportionality under the Procurement Act 2023.

B8.6.3

Where reasonably required, drug and alcohol controls may include:

- fitness-for-work assessments;
- reasonable cause or post-incident testing;
- testing required by statute, regulation or applicable Client policy; and/or
- removal from duties where there is a reasonable belief that the Agency Worker is unfit for work.

B8.6.4

The Client shall notify the Contractor in advance where drug and alcohol controls, including testing, form part of the Assignment requirements, and the Contractor shall use reasonable endeavours to inform the relevant Agency Worker prior to commencement of the Assignment.

B8.6.5 Where an Agency Worker:

- refuses to comply with a lawful and reasonable drug or alcohol control measure; or
- is reasonably assessed as being unfit for work due to the influence of alcohol or drugs, the Client may require the immediate removal of that Agency Worker from the Assignment without liability to the Client or the Contractor, subject always to compliance with applicable Law.

B8.6.6

The Client shall be responsible for the implementation and operation of any drug and alcohol controls and shall ensure that any personal data obtained is processed lawfully and securely. The Client shall indemnify and keep indemnified the Contractor against any Losses arising from the Client's failure to comply with this clause or applicable Law.

B9. PROVISION OF MANAGEMENT INFORMATION AND MEETINGS

B9.1 The Contractor shall, unless otherwise agreed by the Parties, submit Management Information to CWM Environmental Ltd throughout the Contract Period as required in the Contract Particulars and in Schedule 4 of the Contract and in the Specification.

B9.2 The Authorised Officer and the Contract Manager and, if applicable, Key Personnel, shall meet in accordance with the details as required in the Contract Particulars and in Schedule 4 of the Contract and the details in the Specification, and the Contractor shall, at each meeting, present its previously circulated Management Information.

B10. MONITORING OF CONTRACT PERFORMANCE

The Contractor shall comply with the requirements for the monitoring of the performance of the Services as required in the Contract Particulars and in Schedule 4 of the Contract, including, but not limited to, providing the Management Information, performance of the Key Performance Indicators and such data and information as the Contractor may be required to produce under the Contract.

B11. KEY PERFORMANCE INDICATORS, SERVICE CREDITS AND PERFORMANCE FAILURE

B11.1 Performance Obligations

The Contractor shall meet or exceed the Key Performance Indicators (“KPIs”) set out in the Specification and/or Schedule 4 throughout the Contract Period.

B11.2 Measurement and Reporting

Performance against KPIs shall be measured in each Performance Management Period using Management Information submitted in accordance with Clause B9 and verified by CWM Environmental Ltd.

B11.3 Service Credits (Financial Deductions)

Where the Contractor fails to achieve any KPI in a Performance Management Period, CWM Environmental Ltd shall be entitled to apply a Service Credit as a reduction to the Contract Price payable for that period. Service Credits shall:

- a) reflect a genuine pre-estimate of the impact of service failure;
- b) be proportionate to the severity and duration of the failure; and
- c) be applied in accordance with the methodology set out in Schedule 4 (KPI Framework and Service Credit Regime).

B11.4 Service Credit Cap

The total Service Credits applied in any Contract Month shall not exceed [10–20%] of the monthly Contract Price, unless otherwise agreed in writing or in cases of material breach.

B11.5 No Sole Remedy

Service Credits:

- a) shall not be construed as a penalty;
- b) shall be the primary financial remedy for KPI failure, but
- c) shall not prevent CWM Environmental Ltd from exercising any other rights under the Contract, including:
 - i. requiring a Performance Improvement Plan;
 - ii. withholding payment under Clause C3;
 - iii. termination under Clause D3.

B11.6 Performance Improvement Plan (PIP)

Where:

- a. A KPI is missed in two (2) consecutive Performance Management

Periods, or performance falls below any critical KPI threshold, the contractor shall, at no additional cost:

- b) submit a Performance Improvement Plan within 5 Working Days; and
- c) implement remedial actions within timescales approved by CWM Environmental Ltd.

B11.7 Persistent Failure

For the purposes of Clause D3.2 (Termination on Default), the following shall constitute persistent KPI failure:

- a) failure to meet the same KPI in three (3) consecutive Performance Management Periods; or
- b) Repeated failure across multiple KPIs demonstrates systemic performance issues.

B11.8 Critical KPI Failure.

Failure to meet any KPI designated as “Critical” (including but not limited to PAYE compliance or Right to Work compliance) shall constitute a Material Breach, entitling CWM Environmental Ltd to:

- a) apply enhanced Service Credits; and/or
- b) terminate the Contract with immediate effect.

B11.9 Transparency and Audit

All KPI data and calculations relating to Service Credits shall:

- a) be fully auditable under Clause F6; and
- b) be made available to CWM Environmental Ltd upon request.

Except as otherwise

B12. CWM ENVIRONMENTAL LTD OBLIGATIONS

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

B13. WARRANTY

B13.1 The Contractor warrants and represents (and CWM Environmental Ltd has entered into this Contract in reliance of such warranties and representations) that:

- a) it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract;
- b) the Contract is signed or executed (as the case may be) by a duly authorised representative or duly authorised representatives (as the case may be) of the Contractor;

- c) in entering the Contract, it has not committed any Prohibited Act;
- d) as at the Commencement Date, all information, statements, and representations contained in the Tender are true, accurate and not misleading, and it will advise CWM Environmental Ltd of any fact, matter or circumstance of which it may become aware during the Contract Period which would render any such information, statement or representation to be false or misleading;
- 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 its assets which will or might affect its ability to perform its obligations under this Contract;
- f) it is not subject to any contractual obligation, compliance with which is likely to have an 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 Contractor 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 Contractor'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) the Services shall be provided in a proper, skilful and workmanlike manner;
- j) the Services shall be provided and carried out by a sufficient number of appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
- k) it shall at all times comply with the Quality Standards and, where appropriate, shall maintain accreditation with the relevant Quality Standards authorisation body; and
- l) It shall at all times perform its obligations under the Contract in accordance with Law and Good Industry Practice.

B13.2 The Contractor acknowledges that any breach of the warranties in Clause B13.1 shall be remedied by the Contractor at no cost to CWM Environmental Ltd and within such period of time notified to the Contractor by CWM Environmental Ltd Failure to comply with the time limit specified by CWM Environmental Ltd pursuant to this Clause B13.2 shall constitute a material breach of this Contract and this Contract may be terminated by CWM

Environmental Ltd pursuant to Clause D3.1 (Termination on Default) or Clause D5.1(c) (Termination Events).

B14. CONTINUOUS IMPROVEMENT

B14.1 The Contractor shall have an ongoing obligation throughout the Contract Period to identify new or potential improvements to the Services. As part of this obligation, the Supplier shall identify and report to the Authorised Officer each Contract Year of the Contract Period on:

- (a) The emergence of new and evolving relevant technologies which could improve the Services;
- (b) new or potential improvements to the Services, including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
- (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or CWM Environmental Ltd, which might result in efficiency or productivity gains or in reduction of operational risk; and
- (d) changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to CWM Environmental Ltd

PART C – CONTRACT PRICE AND PAYMENT

C1. CONTRACT PRICE

C1.1 The Contract Price for the Services shall be the full and exclusive remuneration due to the Contractor in respect of the provision of the Services. Unless otherwise agreed in writing by CWM Environmental Ltd, the Contract Price shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the performance of the Services.

C1.2 Unless otherwise specified in the Specification, the Contract Particulars or in accordance with this Contract (including Clause G4 Law and Change in Law), the Contract Price shall remain fixed for the Contract Period in respect of the Services.

C1.3 If any changes to the Specification are deemed necessary and are authorised in writing by the Authorised Officer, any revisions to the Contract Price shall be amended in the Contract Particulars.

C2. VAT

C2.1 The Contractor shall, where it is VAT registered, be entitled to charge CWM Environmental Ltd VAT in relation to the Services provided to CWM Environmental Ltd

C2.2 The Contractor shall indemnify CWM Environmental Ltd on a continuing

basis against any liability, including any interest, penalties or costs incurred which are levied, demanded, or assessed on CWM Environmental Ltd at any time in respect of the Contractor's failure to account for or to pay any VAT or other liability relating to payments made to the Contractor under the Contract. Any amounts due under this Clause C2.2 **shall** be paid by the Contractor to CWM Environmental Ltd, not less than twenty (20) Working Days before the date on which the VAT or other liability is payable by CWM Environmental Ltd

C3. INVOICING

- C3.1 Unless otherwise specified in the Specification or the Contract Particulars, the Contractor shall invoice CWM Environmental Ltd for payment of the Contract Price in accordance with Schedule 3, no later than seven (7) days after the end of each Month (or such other frequency as agreed between the Parties in writing).
- C3.2 Every invoice shall include the purchase order number provided by CWM Environmental Ltd. Invoices shall not be processed by CWM Environmental Ltd without a purchase order number.
- C3.3 If, following a request by CWM Environmental Ltd, the Contractor fails without due cause to provide verifiable records to evidence to the reasonable satisfaction of the Authorised Officer the due payment of the Contract Price, then CWM Environmental Ltd shall be entitled to withhold payment. Once evidence is provided, CWM Environmental Ltd shall verify the accuracy of the invoice without undue delay. Any undue delay by CWM Environmental Ltd in verifying invoices pursuant to this Clause C3.3 shall not be sufficient justification for failing to regard an invoice as valid and undisputed.
- C3.4 Each invoice shall contain the information specified in the Specification and shall, as a minimum, state the purchase order number and a breakdown of the Services provided by the Contractor to CWM Environmental Ltd. CWM Environmental Ltd shall be entitled to request further information in order to verify whether an invoice is valid and undisputed, and the Contractor shall supply any such information requested within seven (7) days of CWM Environmental Ltd making a request. VAT and any other tax payable shall be stated separately on invoices and shall be stated to be a net extra charge.
- C3.5 Where the Contractor enters into a Sub-Contract in connection with the provision of the Services, it shall ensure that a Sub-Contract and any sub-contracts entered into by the Contractor's Sub-Contractor contain provisions having the same effect as Clauses C3.1 to C3.3 and C4.2. This Clause C3.5 is without prejudice to any terms for earlier payment that may be agreed between the Contractor and any Sub-Contractor.

C4. PAYMENT

- C4.1 Unless otherwise agreed and subject to the terms of this Contract, CWM Environmental Ltd shall pay for Services delivered and any sums due to the Contractor under an invoice no later than a period of thirty (30) Working Days

from the date on which CWM Environmental Ltd has determined that the invoice is valid and undisputed.

- C4.2 Subject to Clauses C3.3 and C3.4, in the event that CWM Environmental Ltd requires additional information from the Contractor to verify and validate an invoice received from the Contractor, payment of any sums shall be made no later than a period of thirty (30) Working Days from the date on which CWM Environmental Ltd is in receipt of such supporting documentation from the Contractor and has determined that the invoice is valid and undisputed.
- C4.3 Where CWM Environmental Ltd disputes any sum to be paid by it, then a payment equal to the sum not in dispute shall be paid, and the dispute as to the sum that remains unpaid shall be determined in accordance with Clause D7 (Dispute Resolution Procedure).
- C4.4 CWM Environmental Ltd shall make all payments to the Contractor via the bankers' automated clearing service (BACS).
- C4.5 Except for reasons beyond the control of CWM Environmental Ltd, and subject to Clause C4.3, where CWM Environmental Ltd has not made payment to the Contractor by the due date, CWM Environmental Ltd shall, upon written request by the Contractor, pay interest to the Contractor on any amount outstanding at a rate of 4% above the base rate of HSBC Bank. The Parties agree that such a rate is a substantial contractual remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998, and such interest shall be payable from the due date for payment until payment is actually made.
- C4.6 Wherever under the Contract or any other contract between the Parties any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to CWM Environmental Ltd in respect of any breach of the Contract), CWM Environmental Ltd may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor, under the Contract.
- C4.7 Any overpayment by either Party, whether of the Contract Price or VAT or otherwise, shall be a sum of money recoverable by that Party that made the overpayment from the Party in receipt of the overpayment.

C5. TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITIES

The Parties acknowledge and agree that the Contract constitutes a contract for the provision of services and not a contract of employment. The Contractor shall at all times indemnify CWM Environmental Ltd and keep CWM Environmental Ltd indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby CWM Environmental Ltd is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the Contract Period or

arising from termination or expiry of the Contract.

PART D - TERMINATION AND CONSEQUENCES OF TERMINATION

D1. TERMINATION ON INSOLVENCY OR RELATED EVENTS

D1.1 Without affecting any other right or remedy available to it, CWM Environmental Ltd may terminate this Contract with immediate effect by giving written notice to the Contractor if:

- a) the Contractor 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
- b) the Contractor 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; or
- 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 Contractor; or
- d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor; or
- e) the holder of a qualifying floating charge over the assets of the Contractor has become entitled to appoint or has appointed an administrative receiver; or
- f) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor; or
- g) a creditor or encumbrancer of the Contractor 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 Contractor's assets and such attachment or process is not discharged within ten (10) days; or
- h) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in this Clause; or
- i) the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

D2. TERMINATION ON CHANGE OF CONTROL

D2 The Contractor shall notify CWM Environmental Ltd immediately if the Contractor undergoes a change of Control. CWM Environmental Ltd may terminate the Contract by notice in writing with immediate effect within six (6) Months of:

- a) being notified by the Contractor that a change of Control has occurred; or
- b) where no notification has been made, the date that CWM Environmental Ltd becomes aware of the change of Control,

but shall not be permitted to terminate where an Approval was granted before the change of Control.

D3. TERMINATION ON DEFAULT

D3.1 Without prejudice to Clause D3.2, CWM Environmental Ltd may terminate the Contract by giving written notice to the Contractor with immediate effect if the Contractor commits a Default and if:

- a) the Contractor has not remedied the Default to the satisfaction of CWM Environmental Ltd within twenty (20) Working Days, or such other period as may be specified by CWM Environmental Ltd, after issue of a notice specifying the Default and requesting it to be remedied; or
- b) the Default is not, in the opinion of CWM Environmental Ltd, capable of remedy.

D3.2 Notwithstanding Clause D3.1, CWM Environmental Ltd may terminate the Contract by giving written notice to the Contractor with immediate effect if:

- a) the Contractor repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
- b) if any of the provisions of the Procurement Act 2023 and any applicable secondary legislation governing contract modifications (the "Regulations") apply or would apply if the Contract had been a public contract awarded pursuant to the Regulations; or
- c) any warranty given by the Contractor in this Contract is found to be untrue or misleading; or
- d) the Contractor fails to meet any Key Performance Indicators (if applicable) in three (3) consecutive Performance Management Periods.

D3.3 If CWM Environmental Ltd fails to pay the Contractor valid and undisputed sums of money when due, the Contractor shall notify CWM Environmental Ltd in writing of such failure to pay. If CWM Environmental Ltd fails to pay such valid and undisputed sums within ninety (90) Working Days of the date of such written notice, the Contractor may terminate the Contract in writing with immediate effect, provided that:

- (a) Such right of termination shall not apply where the failure to pay is due to CWM Environmental Ltd exercising its rights under this Contract to recover sums from the Contractor; and
- (b) The Parties are not currently engaged in and have not yet resolved a Dispute in accordance with Clause C4.3.

D3.4 In respect of any right of CWM Environmental Ltd to terminate the Contract pursuant to Clause D1 (Termination on Insolvency and Other Events) or Clause D2 (Termination on Change of Control) or Clause D3 (Termination on Default), CWM Environmental Ltd may, in its absolute discretion, elect to terminate the Contract in whole or in part.

D4. TERMINATION FOR CONVENIENCE

D4.1 CWM Environmental Ltd may terminate this Contract at any time by giving three (3) Months' written notice to the Contractor.

D5. TERMINATION EVENTS

D5.1 Without affecting any other right or remedy available to it, CWM Environmental Ltd may terminate this Contract with immediate effect by giving written notice to the Contractor if:

- a) the Contractor is convicted of a criminal offence which CWM Environmental Ltd deems relevant to the performance of the Services; or
- b) there is a risk or a belief of CWM Environmental Ltd that reputational damage to CWM Environmental Ltd will occur as a result of the Contract continuing; or
- c) pursuant to Clause B13.2; or
- d) pursuant to Clause G3.7 of the Contract and CWM Environmental Ltd elects to terminate the Contract pursuant to the procedure in Clause G3.8 (Prevention of Prohibited Acts, Fraud, Bribery and Corruption); or
- e) the Contract has been subject to a substantial variation which does not comply with the principles of variation in Clause H1.3 and CWM Environmental Ltd elects to terminate the Contract pursuant to Clause H1.7 or Clause H1.5(e) (Contract Variation); or
- f) pursuant to Clause H7.3 (Force Majeure); or
- g) pursuant to Clause H9.3 (Conflict of Interest); or

- h) pursuant to Clause F3.9 (Data Protection); or
- i) the Contractor, at the time that the Tender was awarded, had been convicted of any one or more of the mandatory grounds for exclusion from participation in the Tender as set out in the Procurement Act 2023 and associated regulations.

D6. CONSEQUENCES OF TERMINATION OR EXPIRY

- D6.1 Subject to Clauses D6.2 and D6.3, where CWM Environmental Ltd terminates the Contract in whole or in part, CWM Environmental Ltd shall be liable to pay to the Contractor only such elements of the Contract Price, if any, that have been properly incurred or accrued in accordance with the Contract or the affected part of the Contract prior to the time of termination provided that the Contractor evidences the same to the satisfaction of CWM Environmental Ltd. If the termination or partial termination is not immediate then the Contractor shall take all reasonable steps to mitigate any such costs. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available.
- D6.2 CWM Environmental Ltd shall not be liable under Clause D6.1 to pay any sum that:
- a) was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
 - b) when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated before the expiry of the Contract Period.
- D6.3 CWM Environmental Ltd shall:
- a) be entitled to recover from the Contractor (or its representative, as the case may be) such elements of the Contract Price, if any, that have been paid in advance for Services that have not been delivered at the date of termination;
 - b) be entitled to recover from the Contractor as a debt the cost reasonably incurred of making other arrangements, including those associated with appointing a Replacement Contractor, and any additional expenditure incurred by CWM Environmental Ltd throughout the remainder of the Contract Period, provided that CWM Environmental Ltd shall take all reasonable steps to mitigate such additional expenditure;

- c) not be obliged to make any further payments to the Contractor until CWM Environmental Ltd has established the final cost of making any alternative arrangements or appointing a Replacement Contractor (if applicable);
- d) include costs associated with the time spent by its officers in terminating the Contract and making alternative arrangements for the supply of Services or any part of them when assessing the costs;
- e) in the event that any sum of money owed by the Contractor to CWM Environmental Ltd exceeds any sum of money owed by CWM Environmental Ltd to the Contractor under this Contract, then CWM Environmental Ltd shall, at its sole discretion, be entitled to deduct that sum from any current or future contract between the Parties; and
- f) be entitled to recover any debt owed by the Contractor to CWM Environmental Ltd through the courts of England and Wales or any other relevant jurisdiction.

D6.4 On termination of the Contract for any reason, the Contractor shall:

- a) immediately return to CWM Environmental Ltd all Confidential Information, Personal Data and CWM Environmental Ltd Intellectual Property in its possession or in the possession or under the control of any permitted contractors or Sub-Contractors, which was obtained or produced in the course of providing the Services;
- b) immediately deliver to CWM Environmental Ltd all Property (including materials, documents, information and access keys) provided to the Contractor under Clause B5 (Property). Such property shall be handed back in good working order and in accordance with Clause B5.1;
- c) assist and co-operate with CWM Environmental Ltd to ensure an orderly transition of the provision of the Services to any Replacement Contractor and/or the completion of any work in progress;
- d) promptly provide all information concerning the provision of the Services which may reasonably be requested by CWM Environmental Ltd for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing CWM Environmental Ltd or the Replacement Contractor to conduct due diligence;
- e) grant a licence to CWM Environmental Ltd or its appointed agents to enter (for the purpose of recovery) any premises of the Contractor where any of the aforementioned items in this Clause may be held;
- f) permit CWM Environmental Ltd to acquire some of the Equipment owned by the Contractor in accordance with the provisions of the Specification. If no such mechanism has been provided, then CWM

Environmental Ltd may elect to purchase the Property at market valuation or book value (whichever is the lesser); and

- g) ensure that where the Contractor has leased any Equipment, the document between the Contractor and the third party shall contain provisions permitting the assignment of the benefit of such lease to either the Replacement Contractor or CWM Environmental Ltd as the case may be on terms no less favourable than those contained in the lease between the Contractor and such third party at CWM Environmental Ltd discretion.

D6.5 Except 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 before 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.

D7. DISPUTE RESOLUTION PROCEDURE

D7.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it then the Parties shall follow the procedure set out in this Clause:

- a) either Party shall give to the other written notice of the Dispute, setting out its nature and full particulars (the "Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Officer and the Contract Manager shall attempt in good faith to resolve the Dispute;
- b) if the Authorised Officer and the Contract Manager are for any reason unable to resolve the Dispute within twenty (20) Working Days of service of the Dispute Notice, the Dispute shall be referred to their respective senior managers who shall attempt in good faith to resolve it;
- c) if the Dispute is not resolved within twenty (20) Working Days of it being referred to the senior managers, the Parties will attempt to settle it by mediation in accordance with the policies adopted by the Civil Mediation Council. Unless otherwise agreed between the parties, the mediator shall be nominated by the Civil Mediation Council. To initiate mediation, a Party shall serve written notice on the other Party to the Dispute requesting mediation. The Parties shall endeavour to commence the mediation no later than thirty (30) Working Days after the date of the request for mediation.

D7.2 The commencement of a Dispute or mediation shall not prevent the parties from commencing or continuing court proceedings in relation to the dispute, and Clause H12 (Governing Law and Jurisdiction) shall apply at all times.

D8. SURVIVAL

- D8.1 Any Clause of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Contract, including the following Clauses, shall remain in full force and effect:

Clause C5 Taxation, National Insurance, and Employment Liabilities
Clause D6 Consequences of Termination and Expiry;
Clause D7 Dispute Resolution Procedure;
Clause E2 Liability
Clause F1 Intellectual Property;
Clause F2 Confidentiality and Publicity;
Clause F3 Data Protection;
Clause F4 Freedom of Information and Environmental Information Regulations;
Clause F6 Record Keeping, Audit Access and Monitoring;
Clause G3 Prevention of Prohibited Acts, Fraud, Bribery and Corruption;
Clause G5 TUPE and Re-Tendering;
Clause H5 Severance;
Clause H11 Non Solicitation; and
Clause H12 Governing Law and Jurisdiction

PART E – INSURANCE AND LIABILITIES

E1. INSURANCE

- E1.1 The Contractor shall, at its own cost, effect and maintain with a reputable insurance company the Required Insurances with, as a minimum, the levels of cover as set out in the Contract Particulars or such other level as is proportionate to the risk and agreed with CWM Environmental Ltd. The limits referred to shall be in respect of any one occurrence of employer's liability, any one claim for public liability and any one period of insurance for products liability (if required). The Contractor shall procure that any Sub-Contractor takes out and maintains such insurance and shall remain responsible for ensuring that any Sub-Contractor maintains insurance commensurate with the Required Insurances for the duration of the Contract. The obligations in this Clause E1.1 shall not affect the Contractor's liability for the acts and omissions of Sub-Contractors pursuant to Clause H6.3.
- E1.2 The cover under the Required Insurances shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss and shall be for an unlimited number of claims in any one (1) period of insurance. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

- E1.3 The Contractor shall give CWM Environmental Ltd, on request, copies of all insurance policies consisting of the Required Insurances or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- E1.4 If, for whatever reason, the Contractor fails to give effect to and maintain the Required Insurances, CWM Environmental Ltd may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- E1.5 The terms of any insurance shall not relieve the Contractor of any liabilities under the Contract.
- E1.6 The Contractor shall at all times take reasonable steps to minimise and mitigate any loss for which CWM Environmental Ltd is entitled to bring a claim against the Contractor.
- E1.7 The Contractor shall not take any action or fail to take any reasonable action or permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any insurance policy maintained pursuant to Clause E1.1.
- E1.8 Self-insurance shall not be accepted unless previously authorised in writing by CWM Environmental Ltd
- E1.9 CWM Environmental Ltd reserves the right at its sole discretion to reasonably require that the minimum insurance amounts be revised on review, should this be deemed necessary
- E 1.10 Failure by the Contractor to comply with its obligations under this Clause may be regarded as a material breach of this Contract, and Clause D3 shall apply

E2. LIABILITY

- E2.1 Nothing in the Contract or this Clause E2 shall be construed to limit or exclude either Party's liability for:
- a) death or personal injury caused by its negligence; or
 - b) fraud or fraudulent misrepresentation; or
 - c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982.
- E2.2 Subject to Clause E2.1, the Contractor's total aggregate liability in respect of the indemnities in Clauses C2.2 (VAT), C5 (Taxation, National Insurance and Employment Liability), Clause F1.5 (Intellectual Property), Clause F3 and

Schedule 5 (Data Protection) (and in each case, whether before or after the making of a demand pursuant to the indemnities therein) shall be unlimited.

- E2.3 The Contractor shall indemnify and keep indemnified CWM Environmental Ltd in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities whatsoever howsoever arising out of, or in consequence of, the supply, or late or purported supply, of the Services or the performance or non-performance by the Contractor or Staff of its obligations under the Contract or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor or Staff, or any other loss which is arising out of or in connection with any act or omission of the Contractor or Staff. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of CWM Environmental Ltd or by breach by CWM Environmental Ltd of its obligations under the Contract.
- E2.4 Subject to Clause E2.1 and Clause E2.3, the aggregate liability of CWM Environmental Ltd to the Contractor for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Contract shall be limited to the amount paid to the Contractor for the Services provided in the previous Contract Year or if there is no previous Contract Year the amount paid in the current Contract Year.
- E2.5 In no event shall either Party be liable to the other for any:
- a) loss of profits;
 - b) loss of business;
 - c) loss of revenue; or
 - d) loss of or damage to goodwill.
- E2.6 CWM Environmental Ltd may, among other things, recover as a direct loss:
- a) any additional operational and/or administrative expenses, including fines arising from the Contractor's Default;
 - b) any wasted expenditure or charges rendered unnecessary and/or incurred by CWM Environmental Ltd arising from the Contractor's Default; and
 - c) the additional cost of any replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Contractor.
- E2.7 The Contractor shall fully indemnify, and keep CWM Environmental Ltd fully indemnified at all times, against any liability arising under this Clause E2 (Liability) which is Uninsurable.
- E2.8 Nothing in the Contract shall impose any liability on CWM Environmental Ltd in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of CWM Environmental Ltd to the Contractor that may arise in Law by virtue of either a breach of the

Contract or by negligence on the part of CWM Environmental Ltd or CWM Environmental Ltd employees, servants or agents.

- E2.9 Under this Clause E2 (Liability), the Contractor shall be responsible as against CWM Environmental Ltd for the acts or omissions of Staff and any Sub-Contractor as if they were the acts or omissions of the Contractor.

PART F - PROTECTION OF INFORMATION

F1. INTELLECTUAL PROPERTY

- F1.1 CWM Environmental Ltd shall retain ownership of all its Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material provided to the Contractor by CWM Environmental Ltd
- F1.2 Any Intellectual Property Rights created as a result of the Services, including those prepared or created by or on behalf of the Contractor (including Works and Inventions), shall vest in CWM Environmental Ltd on creation unless the Authorised Officer has given Approval otherwise.
- F1.3 The Contractor hereby grants, or shall procure the direct grant, to CWM Environmental Ltd (at no cost to CWM Environmental Ltd) of a perpetual, royalty free, irrevocable and non-exclusive licence of its Intellectual Property Rights, and shall allow CWM Environmental Ltd to use the Intellectual Property Rights for any purpose relating to the exercise of the business or function of CWM Environmental Ltd provided in each case that such rights shall not extend to the commercial exploitation of the Contractor's Intellectual Property Rights. This licence shall include the right to sub-license to a third party (including, for the avoidance of doubt, any Replacement Contractor or other third party invited by CWM Environmental Ltd to participate in a tendering process for the award of a contract to deliver replacement services).
- F1.4 The Contractor shall obtain necessary approvals before using any material, in relation to the performance of the Contract, which is or may be subject to any third-party Intellectual Property Rights.
- F1.5 The Contractor shall indemnify the CWM Environmental Ltd against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Rights by the availability of the Services, except to the extent that they have been caused by or contributed to by CWM Environmental Ltd acts or omissions.
- F1.6 At the termination or expiry of the Contract, the Contractor shall, at the request of CWM Environmental Ltd, immediately return to CWM Environmental Ltd all materials, work or records held in relation to the Services, including any back-up media.

F2. CONFIDENTIALITY AND PUBLICITY

F2.1 Subject to Clause F2.2, the Parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their Staff, Sub-Contractors and/or representatives from making any disclosure to any person of any matters relating thereto both during the Contract Period and for a period of 6 years following termination or expiry of the Contract.

F2.2 Clause F2.1 shall not apply to any disclosure of information:

- i) required by any applicable law, provided that Clause F4 (Freedom of Information and Environmental Information Regulations) shall apply to any disclosure required under the FOIA or the EIR;
- ii) that is reasonably required by persons engaged by a Party in the performance of such Party's obligations under this Contract;
- iii) that is reasonably required by CWM Environmental Ltd;
- iv) where a Party can demonstrate that such information is already generally available and in the public domain, other than as a result of a breach of Clause F2.1;
- v) by CWM Environmental Ltd of any document to which it is a party and which the parties to this Contract have agreed contains no Confidential Information;
- vi) to enable a determination under Clause D7 (Dispute Resolution Procedure);
- vii) which is already lawfully in the possession of the receiving Party, before its disclosure by the disclosing Party, and the disclosing Party is not under any obligation of confidence in respect of that information;
- viii) by CWM Environmental Ltd to any other department, office, or agency of the government, provided that CWM Environmental Ltd informs the recipient of any duty of confidence owed in respect of the Confidential Information; and
- ix) CWM Environmental Ltd relating to this Contract and in respect of which the Contractor has given its prior written consent to disclosure.

F2.3 On or before the expiry of the Contract, the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which contain Confidential Information or relate to personal information of the CWM Environmental Ltd employees, rate-payers or service users, are delivered up to CWM Environmental Ltd and, where applicable and with CWM Environmental Ltd Approval undergo Certified Data Wiping.

F2.4 The Contractor shall not make any press announcements or publicise the Contract in any way without the CWM Environmental Ltd Approval.

F2.5 CWM Environmental Ltd shall be entitled to publicise the Contract in

accordance with any legal obligation on CWM Environmental Ltd, including pursuant to FOIA, EIR or to any examination of the Contract by the Auditor.

- F2.6 The Contractor shall not do anything or cause anything to be done, which may damage the reputation of CWM Environmental Ltd or bring CWM Environmental Ltd into disrepute.

F3. DATA PROTECTION

- F3.1 If the provision of the services involves the processing of personal data, the following clauses shall apply.
- F3.2 CWM Environmental Ltd and the Contractor acknowledge that each party is a Data Controller for the purposes of the Data Protection Legislation and are therefore required to comply with all the requirements of that legislation, the Data Protection Legislation.
- F3.3 Where it is identified that CWM Environmental Ltd and the Contractor are Joint Controllers as defined by the Data Protection Legislation, Schedule 6 shall apply.

F4. FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS

- F4.1 The Contractor acknowledges that CWM Environmental Ltd is subject to the requirements of the FOIA and the EIR. The Contractor shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by CWM Environmental Ltd to enable CWM Environmental Ltd to comply with its obligations under the FOIA and EIR;
 - (b) transfer to CWM Environmental Ltd all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
 - (c) provide CWM Environmental Ltd with a copy of all Information belonging to CWM Environmental Ltd requested in the Request for Information which is in its possession or control in the form that CWM Environmental Ltd requires within five (5) Working Days (or such other period as CWM Environmental Ltd may reasonably specify) of the CWM Environmental Ltd request for such Information; and
 - (d) not respond directly to a Request for Information without Approval.
- F4.2 The Contractor acknowledges that CWM Environmental Ltd may be required under the FOIA and EIR to disclose information (including Confidential Information) without consulting or obtaining consent from the Contractor. CWM Environmental Ltd shall take reasonable steps to notify the Contractor of a

Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) CWM Environmental Ltd shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR.

F5. DISCRIMINATION

- F5.1 The Contractor shall not unlawfully discriminate within the meaning and scope of any Law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise).
- F5.2 The Contractor shall take all reasonable steps to secure the observance of Clause F5 (Discrimination) by its Staff.

F6. RECORD KEEPING, AUDIT ACCESS AND MONITORING

- F6.1 The Contractor shall keep and maintain until six (6) years after the end of the Contract Period (or as long a period as may either be agreed between the Parties or as required by Law), full and accurate records and accounts of the operation of the Contract including the Services provided under it, the Contract entered into with CWM Environmental Ltd and the amounts paid by CWM Environmental Ltd
- F6.2 The Contractor shall keep the records and accounts referred to in Clause F6.1 in accordance with good accountancy practice.
- F6.3 The Contractor shall, on request, afford CWM Environmental Ltd, CWM Environmental Ltd representatives and/or the Auditor such access to records and accounts as may be required by CWM Environmental Ltd from time to time.
- F6.4 The Contractor shall provide such records and accounts (together with copies of the Contractor's published accounts) requested under this Clause during the Contract Period and for a period of six (6) years after the expiry of the Contract Period to CWM Environmental Ltd and/or the Auditor.
- F6.5 CWM Environmental Ltd shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services, except insofar as the Contractor accepts and acknowledges that the conduct of audits carried out by the Auditor is outside of the control of CWM Environmental Ltd
- F6.6 The Contractor shall, on demand, provide the Auditor (and/or representatives of CWM Environmental Ltd) with all reasonable co-operation and assistance in relation to each audit, including:

- a) all information requested by CWM Environmental Ltd within the scope of the audit;
- b) reasonable access to sites controlled by the Contractor and to Equipment used in the provision of the Services; and
- c) access to Staff.

F6.7 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause, unless the audit reveals a material Default by the Contractor, in which case the Contractor shall reimburse CWM Environmental Ltd for CWM Environmental Ltd's reasonable costs incurred in relation to the audit.

F7. REPLACEMENT OF CORRUPTED DATA

If, through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse CWM Environmental Ltd in respect of any charge levied for its transmission and any other costs charged in connection with such Default.

PART G – OBLIGATIONS INCLUDING STATUTORY OBLIGATIONS

G1. HEALTH AND SAFETY

The Contractor shall comply, and it shall procure that all Staff shall comply, with all health and safety legislation in force and any health and safety policies of CWM Environmental Ltd as supplied by the Authorised Officer.

G2. CORPORATE REQUIREMENTS

G2.1 Where identified to the Contractor as being relevant to the Contract, the Contractor shall be obliged to comply with, and shall ensure that Staff shall comply with, such relevant policies of CWM Environmental Ltd in addition to any policies available from time to time on the CWM Environmental Ltd website which may be relevant to :

- a) equality, social value, and diversity policies;
- b) health and safety policies;
- c) safeguarding policies;
- d) sustainability policies;
- e) information security rules;
- f) whistleblowing and/or confidential reporting policies;

- g) all site rules relevant to the fulfilment of the Contractor's obligations in the performance of the Services;
- h) Modern Slavery; and
- i) rules preventing bribery by persons associated with CWM Environmental Ltd and CWM Environmental Ltd procedures to prevent bribery by persons associated with Contractors delivering services to CWM Environmental Ltd

G3. PREVENTION OF PROHIBITED ACTS, FRAUD, BRIBERY AND CORRUPTION

G3.1 The Contractor:

- a) shall not, and shall procure that the Staff shall not, in connection with this Contract, commit a Prohibited Act; and
- b) warrants, represents, and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by CWM Environmental Ltd or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to CWM Environmental Ltd before execution of this Contract.
- c) The Contractor confirms it is not listed on the UK Debarment List and shall notify CWM Environmental Ltd immediately if it becomes subject to investigation or listing.

G3.2 The Contractor shall have a policy or policies (which shall be disclosed to CWM Environmental Ltd on request) to prevent any Staff from committing a Prohibited Act and shall enforce it where appropriate.

G3.3 The Contractor warrants that it has not paid a commission nor agreed to pay any commission to any employee or representative of CWM Environmental Ltd by the Contractor or on the Contractor's behalf.

G3.4 If any breach of this Clause is suspected or known, the Contractor shall notify CWM Environmental Ltd immediately.

G3.5 If the Contractor notifies CWM Environmental Ltd that it suspects or knows that there may be a breach of this Clause G3, the Contractor shall respond promptly to CWM Environmental Ltd's enquiries, co-operate with any investigation, and allow CWM Environmental Ltd to audit books, records and any other relevant documents. This obligation shall continue for six (6) years following the expiry or termination of this Contract.

G3.6 The Contractor shall:

- a) if requested, provide CWM Environmental Ltd with any reasonable assistance, at CWM Environmental Ltd.'s reasonable cost, to enable CWM Environmental Ltd to perform any activity required by any relevant Regulatory Body, government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
- b) within fifteen (15) Working Days of the Commencement Date, and annually thereafter, certify to CWM Environmental Ltd in writing (such certification to be signed by an officer of the Contractor) compliance with this Clause G3 (Prevention of Prohibited Acts, Fraud, Bribery and Corruption) by the Contractor and all persons associated with it or other persons who are supplying goods or services in connection with this Contract. The Contractor shall provide such supporting evidence of compliance as CWM Environmental Ltd may reasonably request.

G3.7 CWM Environmental Ltd may terminate this Contract by written notice with immediate effect if the Contractor or its Staff (in all cases, whether or not acting with the Contractor's knowledge) breaches any provisions of this Clause G3.

G3.8 Any notice of termination under this Clause must specify:

- a) the nature of the Prohibited Act;
- b) the identity of the party whom CWM Environmental Ltd believes has committed the Prohibited Act; and
- c) the date on which this Contract will terminate.

G3.9 Notwithstanding the terms of Clause D7 (Dispute Resolution Procedure), any Dispute relating to the interpretation of this Clause or the amount or value of any gift, consideration, or commission shall be determined by CWM Environmental Ltd and its decision shall be final and conclusive.

G3.10 Any termination under this Clause shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to CWM Environmental Ltd

G3.11 If there is any breach of this Clause by the Contractor, CWM Environmental Ltd may report the incident to the relevant Regulatory Body.

G4. LAW AND CHANGE IN LAW

G4.1 The Contractor shall comply at all times with the Law in its performance of the Contract.

G4.2 If a Change in Law, which was not reasonably foreseeable at the Commencement Date, has a direct effect upon the Contract Price, the Contractor may notify CWM Environmental Ltd in writing of the full

implications of the Change in Law, how it will impact the Contract Price and request a price change.

G4.3 If the request for a change to the Contract Price pursuant to this Clause G4 (Law and Change in Law) is refused or is not acted upon by CWM Environmental Ltd within seven (7) Working Days of notification, the Contractor may request a meeting and the Parties shall meet within ten (10) Working Days of this request to discuss in good faith the full implications of the Change in Law on the Contract Price. If the Parties, within ten (10) Working Days of this meeting, have not agreed on the occurrence or impact of the Change in Law, the Parties will need to follow the procedure set out in Clause D7 (Dispute Resolution Procedure).

G4.4 Any agreed additional sums payable as a result of the operation of this Clause shall result in an amended Contract Price, provided that such variation to the Contract is in accordance with Clause (H1 Variation). For the avoidance of doubt, nothing in this Contract is intended to allow the Contractor double recovery of any increase in costs.

G5. TUPE, PENSIONS AND RE-TENDERING (LOT - SPECIFIC)

G5.1 Scope of Application

This Clause G5 shall apply only where there is a Service Provision Change (within the meaning of TUPE) in respect of all or part of the Services relating to a specific Lot.

G5.2 Lot – Specific Application

Where the Contract is divided into Lots, TUPE shall apply only in respect of the relevant Lot to which the Service Provision Change relates.

For the avoidance of doubt, no TUPE transfer shall arise between Contractors appointed to different Lots during the Contract Period, unless there is:

- (a) a formal reallocation, consolidation or transfer of Services by CWM Environmental Ltd; and
- (b) a Service Provision Change within the meaning of TUPE

G5.3 Employee Liability Information

The Contractor shall, in connection with the expiry, termination, re-tendering or transfer of Services relating to its Lot, provide Employee Liability Information in accordance with Regulation 11 of TUPE.

G5.4 The contractor shall:

- (c) Cooperate fully with CWM Environmental Ltd and any Replacement Contractor.
- (d) provide accurate and complete workforce information; and
- (e) ensure all necessary consents are obtained.

G5.5 Indemnities

The Contractor shall indemnify CWM Environmental Ltd and any Replacement

Contractor against liabilities arising from:

- (a) inaccuracies or omissions in TUPE information; or
- (b) failure to comply with TUPE obligations

G6. Public Sector Procurement Tender Waiver (Lot-Specific and Controlled)

G6.1 Application

This Clause applies only where CWM Environmental Ltd conducts a lawful procurement, re-tender or framework process resulting in the replacement of a Contractor in respect of the same Lot (in whole or in part).

G6.2 Discontinuation of Services.

CWM Environmental Ltd may discontinue Services in respect of the relevant Lot without breach.

G6.3 Permitted Worker Transfer (end-of-Lot-Only)

Where, as a result of:

- (a) a procurement process; and/or
 - (b) a Service Provision Change under TUPE
- workers supplied under the Contract transfer to a Replacement Contractor in respect of the same Lot, such transfer shall:
- (a) not constitute an Introduction or Engagement; and
 - (b) not give rise to any Transfer Fee

G6.4 Prohibition on Cross-Lot Transfers

For the avoidance of doubt:

This Clause shall NOT apply to any engagement, supply or transfer of workers between Contractors appointed to different Lots during the Contract Period.

Any such movement:

- (a) shall not be treated as a TUPE transfer; and
- (b) shall not benefit from any waiver of fees under this Contract.

G6.5 No Avoidance

This Clause applies only where the procurement is conducted in good faith and not for the purpose of avoiding contractual charges.

G6.6 TUPE Alignment

Nothing in this Clause shall extend or create TUPE rights beyond those arising in law.

G7 PAYE Engagement, Umbrella Company Controls and Prohibition of Mini-Umbrella Companies (Local Authority)

G7.1 PAYE Engagement Requirement

The Supplier shall ensure that all Workers supplied under this Contract are engaged and remunerated through Pay As You Earn (PAYE) arrangements that are fully compliant with all applicable tax, employment, and social security legislation, including HMRC requirements.

G7.2 Prohibition of Mini-Umbrella Companies

The Supplier must not use, engage, facilitate, or permit the use of mini-umbrella companies (MUCs), or any comparable or successor arrangements designed to fragment payroll, obscure employment relationships, or reduce or avoid tax, National Insurance, employment, or statutory liabilities.

Any bid, supply model, or delivery approach involving such arrangements shall be deemed non-compliant and may constitute a material breach of this Contract.

G7.3 Use of Umbrella Companies

Where the Supplier proposes to use an umbrella company, the Supplier shall ensure that:

- the umbrella company operates transparently and in full compliance with UK tax and employment law;
- the umbrella company is not listed, and has not been listed at any time during the Contract Term, on any HM Revenue & Customs (HMRC) published list of tax avoidance schemes, promoters, or non-compliant or high-risk umbrella arrangements; and
- no payment practices are applied which result in unlawful deductions, disguised remuneration, or reduced statutory entitlements for Workers.

G7.4 Audit, Transparency and Evidence of Compliance

In accordance with the Local Authority's duties of transparency, value for money, and prevention of fraud, and the principles set out in the Procurement Act 2023, the Authority reserves the right, on reasonable notice, to:

- audit the Supplier's payroll, employment and supply chain arrangements relating to Workers supplied under this Contract;
- require the Supplier to provide documentary evidence demonstrating compliance with this clause, including PAYE records, confirmation of umbrella company due diligence, and supply chain assurances; and
- share relevant information with HMRC, auditors, or other competent public bodies where required by law.

G7.5 Ongoing Compliance and Remedies

The obligations in this clause apply throughout the Contract Term. Any failure to comply may result in:

- exclusion from the procurement process (where applicable);
- termination of the Contract; and/or
- the exercise of any other remedies available to the Authority under this Contract or applicable law.

PART H - GENERAL PROVISIONS

H1. CONTRACT VARIATION

- H1.1 No variation to CWM Environmental Ltd is valid unless it is in writing and signed by CWM Environmental Ltd and the Contractor.
- H1.2 CWM Environmental Ltd shall be entitled to issue to the Contractor in writing a variation request requiring the addition, suspension, reduction, or cessation of provision of any Services and/or the provision of Services in an emergency.
- H1.3 Until such time as a variation is made in accordance with this Clause H1 (Contract Variation), CWM Environmental Ltd and the Contractor shall, unless otherwise agreed in writing, continue to perform the Contract in compliance with its terms before such variation.
- H1.4 Any discussions which may take place between CWM Environmental Ltd and the Contractor in connection with a variation request or recommendation before the authorisation of a resultant variation shall be without prejudice to the rights of either Party.
- H1.5 Any variation to CWM Environmental Ltd shall adhere to the following principles:
- (a) the scope and nature of possible modifications or options and conditions of use stated in the Specifications;
 - (b) The variation shall not alter the overall nature of the Services or the Contract; and
 - (c) The Procurement Act 2023 and any applicable secondary legislation governing contract modifications.
- H1.6 The Contractor shall notify CWM Environmental Ltd of the associated proposed charge, calculated in accordance with and pro rata the rates and prices used to calculate the Contract Price, for effecting the requested variation.
- H1.7 If the Contractor is unable to provide the variation to the Services or where the Parties are unable to agree on a change to the Contract Price, CWM Environmental Ltd may:
- a) agree that the Parties continue to perform their obligations under the Contract without the variation; or
 - b) terminate the Contract with immediate effect.

- H1.8 If the Parties agree a variation, the Contractor shall carry out such variation and be bound by the same provisions so far as is applicable, as though such variation was stated in the Contract.
- H1.9 Notwithstanding any provision in this clause H1, CWM Environmental Ltd may decide in its absolute discretion, acting reasonably, that it shall, instead of processing a variation of the Contract, proceed with termination pursuant to clause D5.1(e).

H2. RIGHTS AND REMEDIES

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

H3. THIRD PARTY RIGHTS

- H3.1 A person who is not a party to this Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- H3.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.

H4. WAIVER

- H4.1 A failure or delay by a party to exercise any right or remedy provided under this Contract or by Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by Law shall prevent or restrict the further exercise of that or any other right or remedy.
- H4.2 A waiver of any right or remedy under this Contract or by Law is only effective if given in writing and served in accordance with the notice provisions and shall not be deemed a waiver of any subsequent breach or default.

H5. SEVERANCE

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause **H5 (Severance)** shall not affect the validity and enforceability of the rest of this Contract.

H6. ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY

- H6.1 The Contractor shall not assign, novate, sub-contract, or in any other way dispose of the Contract or any part of it without Approval.
- H6.2 Where CWM Environmental Ltd has provided Approval to the placing of Sub-Contracts, copies of each Sub-Contract shall (and/or any additional information requested by CWM Environmental Ltd in relation to the Sub-Contractor shall) be supplied to CWM Environmental Ltd as soon as reasonably practicable following a request from CWM Environmental Ltd in relation to the same.
- H6.3 Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
- H6.4 The Contractor shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.
- H6.5 CWM Environmental Ltd shall have the absolute right to require the Contractor to replace a Sub-Contractor for any reason whatsoever, whether or not there are compulsory or non-compulsory grounds for doing so.
- H6.6 CWM Environmental Ltd may assign, novate, or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- a) any other body established by the Crown or under statute to substantially perform any of the functions that had previously been performed by CWM Environmental Ltd; or
 - b) any private sector body which substantially performs the functions of CWM Environmental Ltd; or
 - c) any other body established by CWM Environmental Ltd to substantially perform any of the functions that had previously been performed by CWM Environmental Ltd; or
 - d) as required by Law, provided that any such assignment, novation or other disposal shall not unreasonably increase the burden of the Contractor's obligations under the Contract
- H6.7 In respect of Sub-Contractors, the following shall apply:
- (a) Prior to the Commencement Date, the Contractor shall inform CWM Environmental Ltd of the name, contact details, and legal representatives of each Sub-Contractor;

- (b) any changes to the information notified to CWM Environmental Ltd pursuant to Clause H 6.7(a), including any change to the Sub-Contractor engaged by the Contractor in the provision of the Services;
- (c) The Contractor shall remain responsible to CWM Environmental Ltd for the performance of its obligations under the Contract, notwithstanding the appointment of any Sub-Contractor, and be responsible for the acts, omissions and neglects of its Sub-Contractors.
- (d) The Contractor shall impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-Contractor complies with such terms; and
- (e) CWM Environmental Ltd shall have the absolute right to require the Contractor to replace a Sub-Contractor for any reason whatsoever, whether or not there are compulsory or non- compulsory grounds for doing so pursuant to the Procurement Act 2023 and associated regulations (as amended).

H7. FORCE MAJEURE

H7.1 Provided it has complied with the remaining provisions of this Clause H7 (Force Majeure), neither Party shall be liable for failure to perform its obligations under the Contract if such failure results from a Force Majeure Event ("**Affected Party**").

H7.2 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event, notify the other Party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

H7.3 CWM Environmental Ltd shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Contractor against CWM Environmental Ltd nor entitle the Contractor to terminate the Contract.

H7.4 If a Force Majeure Event prevents the Affected Party from performing its obligations under the Contract in any material respect for a continuous period of sixty (60) days, then without prejudice to any accrued rights or remedies under the Contract, the Affected Party may terminate the Contract by notice in writing to the other Party having immediate effect.

H8. DISRUPTION AND BUSINESS CONTINUITY

- H8.1 The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract, it does not disrupt the operations of CWM Environmental Ltd, its employees or any other Contractor employed by CWM Environmental Ltd
- H8.2 The Contractor shall immediately inform CWM Environmental Ltd of any actual or potential industrial action, whether such action will be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
- H8.3 If specified in the Specification, the Contractor shall (and will ensure that any Sub-Contractor shall) during the Contract Period have a Business Continuity Plan in place. The Contractor shall promptly provide (and shall ensure the Sub-Contractor provides) CWM Environmental Ltd with its Business Continuity Plan upon demand.
- H8.4 On the occurrence of a Business Continuity Event, the Contractor shall invoke the Business Continuity Plan, if required by CWM Environmental Ltd to do so.

H9. CONFLICT OF INTEREST

- H9.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where (in the reasonable opinion of CWM Environmental Ltd), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or Staff and the duties owed to CWM Environmental Ltd under the provisions of the Contract.
- H9.2 The Contractor shall promptly notify CWM Environmental Ltd (and provide full particulars of CWM Environmental Ltd) if any conflict referred to in Clause H9.1 arises or is reasonably foreseeable.
- H9.3 CWM Environmental Ltd reserves the right to terminate the Contract immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of CWM Environmental Ltd, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to CWM Environmental Ltd under the provisions of the Contract. The actions of CWM Environmental Ltd under this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to CWM Environmental Ltd. CWM Environmental Ltd may require the Contractor to implement mitigation measures before exercising termination rights.

H10. COSTS AND EXPENSES

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

H11. NON SOLICITATION AND ENGAGEMENT RESTRICTIONS (MULTI-LOT)

H11.1 General Restriction

During the Contract Period and for 12 months thereafter, neither Party shall:

- a) Solicit or employ the other Party's staff engaged in the Services without prior written consent.

H11.2 Cross-Lot Protection

Where multiple Contractors are appointed across different Lots:

No Contractor shall, during the Contract Period, directly or indirectly engage, supply, employ or otherwise utilise any Worker supplied by another Contractor under a different Lot without:

- a) The prior written consent of that Contractor; and
- b) The prior written approval of CWM Environmental Ltd

H11.3 Breach and Remedies

Any breach of this Clause shall:

- (a) Constitute a material breach; and
- (b) entitle the affected Contractor to pursue remedies (including damages or fees where applicable)

H11.4 Permitted Exceptions

This Clause shall not apply where:

- (a) a TUPE transfer lawfully applies under Clause G5; or
- (b) a transfer occurs under Clause G6 (end-of-lot procurement only).

H11.5 Direct Engagement by Client (12-week rule)

H11.6 Cross-Lot Integrity

CWM Environmental Ltd shall ensure that the structure and management of Lots does not create unintended workforce transfer between Contractors unless required by law or expressly authorised under this Contract.

H12. GOVERNING LAW AND JURISDICTION

H12.1 This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of England and Wales (as applied in Wales).

H12.2 Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in

connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

I1 WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015

- I1.1 The Contractor acknowledges that, under the Well-being of Future Generations (Wales) Act 2015, CWM Environmental Ltd is required to consider how Services which CWM Environmental Ltd procures improve the economic, social and environmental well-being of the area in which CWM Environmental Ltd operates.
- I1.2 The Contractor shall ensure that, in providing the Services, it improves the economic, social and environmental well-being of the area in which CWM Environmental Ltd operates in accordance with the requirements of the Specification and the Tender.

In witness whereof, the Parties have signed this Contract on the [] day of 2026

Signed by CWM Environmental Ltd

CWM Environmental Ltd

Signature

Position

Signature

Position

Contractor:

Signature

Name:

Dated:

Signature

Name:

Dated:

IF SIGNING AS A DEED USE FOLLOWING CLAUSE:

In witness whereof, the Parties have executed and delivered this Contract as a Deed,
the

[] day of 2026

THE COMMON SEAL OF CWM Environmental Ltd was hereunto affixed in the presence of

Signature

Position

Authorised Signatory

SIGNED AS A DEED BY THE CONTRACTOR

Signature

Name:

Dated:

Signature

Name:

Dated:

SCHEDULE 1 – Specification (ATTACH)

SCHEDULE 2 – Tender (ATTACH)

SCHEDULE 3 Pricing Schedule (ATTACH)

SCHEDULE 4 – MONITORING OF CONTRACT PERFORMANCE, KPIs AND SERVICE CREDITS

1. Performance Framework

1.1 The Contractor's performance shall be measured against the Key Performance Indicators ("KPIs") set out in this Schedule.

1.2 KPIs shall be assessed monthly unless otherwise specified ("Performance Management Period").

1.3 All KPI data must be:

- accurate and complete;
- supported by auditable records; and
- provided in accordance with Clause B9 (Management Information).

2. KPI MATRIX AND THRESHOLDS

KPI Category	KPI	Target	Threshold	Measurement Method
Service Delivery	Fill Rate	≥ 95%	<95% triggers service credit	% of roles filled vs requested
Compliance	Cross-Lot Worker Movement	0 unauthorised movements	Material Breach	
Compliance	PAYE Compliance	100%	Any breach = critical failure	Payroll audit
Compliance	Right to Work	100%	Any breach = critical failure	Document verification
Responsiveness	Emergency Fill	≤ 4 hours	>4 hours triggers credit	Time logs
Reporting	Incident Reporting	≤ 24 hours	>24 hours triggers credit	Incident logs
Quality	Worker Retention	≥ 90%	<85% triggers credit	Assignment data
Quality	No-Show Rate	≤ 5%	>5% triggers credit	Attendance records
Satisfaction	Client Satisfaction	≥ 90%	<85% triggers credit	Survey results
Compliance	Transfer Fee Compliance	100%	<ul style="list-style-type: none"> • Transfer fee invoicing • Attempted charges • Conditional engagement restrictions • Rebate withdrawal or hidden financial penalties linked to the transfer 	<ul style="list-style-type: none"> • Invoice and billing audits • Contract management reviews • Worker engagement records • Correspondence and communications • Supplier declarations and audit responses

3. SERVICE CREDIT REGIME

3.1 General Principles

- Service Credits:
- are a genuine pre-estimate of loss;
- represent a price adjustment mechanism;
- shall not constitute a penalty under English law.

3.2 Service Credit Table

KPI	Performance Level	Service Credit (% of Monthly Contract Price)
Fill Rate	90–94.9%	2%
Fill Rate	85–89.9%	5%
Fill Rate	<85%	10%
Emergency Response	4–6 hrs	2%
Emergency Response	>6 hrs	5%
Incident Reporting	24–48 hrs	1%
Incident Reporting	>48 hrs	3%
Worker Retention	85–89.9%	2%
Worker Retention	<85%	4%
No-Show Rate	5–8%	2%
No-Show Rate	>8%	5%
Client Satisfaction	80–89%	2%
Client Satisfaction	<80%	5%
Transfer Fee Compliance	Any Breach	Greater of 10% of monthly Contract Price OR 100% of attempted charge value

3.3 Critical Failures (Enhanced Remedies)

- The following shall be Critical KPIs:
- PAYE Compliance
- Right to Work Compliance
- Transfer Fee Compliance
- Failure results in:
 - Immediate 10% Service Credit (minimum); and
 - classification as Material Breach; and
 - potential immediate termination under Clause D3
 - Any amount invoiced, charged or received by the Contractor in breach of the Transfer Fee Compliance requirement shall be immediately repayable to CWM Environmental Ltd as a debt
 - Any breach of this KPI shall constitute a Material Breach for the purposes of Clause D3 (Termination on Default), particularly where such breach is deliberate, repeated, or involves an attempt to circumvent the Contract.

3.4 Service Credit Cap

- Maximum total Service Credits per month: 15% of monthly Contract Price
- Does not apply in cases of:

- fraud,
- deliberate non-compliance,
- PAYE or Right to Work breaches

3.5 Application of Service Credits

- CWM Environmental Ltd may:
- deduct Service Credits from invoices (Clause C4.6); or
- require repayment within 30 days.

4. PERFORMANCE ESCALATION FRAMEWORK

Stage	Trigger	Action
Stage 1	1 KPI failure	Informal notification
Stage 2	2 consecutive failures	Performance Improvement Plan (PIP)
Stage 3	3 consecutive failures	Formal Default (Clause D3)
Stage 4	Persistent/systemic failure	Termination

5. PERFORMANCE IMPROVEMENT PLAN (PIP)

- Contractor must:
- submit within 5 Working Days
- include:
 - root cause analysis
 - corrective actions
 - delivery timescales
- be approved by CWM

6. AUDIT AND TRANSPARENCY

- All KPI data:
- subject to Clause F6 audit rights
- must be provided within 5 Working Days of the request
- Failure = Material Breach

SCHEDULE 5 Data Processing Agreement Template (ATTACH IF APPLICABLE)

SCHEDULE 6 Joint Controllers – exercise of Data Protection rights by individuals (ATTACH IF APPLICABLE)

