
[Insert date] 2026

Waste Services Contract

Relating to:

between

01 COLEG Y CYMOEDD

and

02 [INSERT]

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THIS CONTRACT is made on _____ 2026

PARTIES

- (1) **COLEG Y CYMOEDD** established under the Further and Higher Education Act 1992 at Nantgarw Campus, Heoly Coleg, Nantgarw, Cardiff, CF15 7QY (**Client**, which expression shall include its successors in the exercise of its statutory functions, successors in title and permitted assignees); and
- (2) **[FULL COMPANY NAME]** incorporated and registered in **[England and Wales]** with company number **[NUMBER]** whose registered office is at **[REGISTERED OFFICE ADDRESS]** (**Contractor**)

BACKGROUND

- (A) On **[DATE]**, the Client advertised on Sell2Wales (reference **[SELL2WALES NUMBER]**), inviting prospective Contractors to submit bids for the provision of Waste Services.
- (B) On the basis of the Contractor's response to the advertisement and subsequent tender process, the Client selected the Contractor to provide the services and the Contractor is willing and able to provide such services in accordance with the terms of this Contract.
- (C) Accordingly, the parties have agreed to enter into an agreement for the provision of the Services (as defined below) on the terms and conditions of this Contract.

Agreed terms

Definitions and Interpretation

1.1 The following definitions and rules of interpretation apply in this Contract:

(a) Definitions

Achieved KPI(s):	in respect of any Service in any measurement period, the standard of performance actually achieved by the Contractor in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in the Specification).
Authorised Representatives:	the persons respectively designated as such by the Client and the Contractor, the first such persons being set out in Schedule 3.
Best Industry Practice:	the standards which fall within the upper quartile in the relevant industry for the provision of comparable

	services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the Contract Duration, the pricing structure and any other relevant factors.
Catastrophic Failure:	means any action by the Contractor, whether in relation to the Services and this Contract or otherwise, which in the reasonable opinion of the Client's Authorised Representative has or may cause significant harm to the reputation of the Client.
Change Control Note:	the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.
Change Control Procedure:	the procedure for changing this Contract, as set out in Schedule 4.
Change in Law:	any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date.
Change:	any change to this Contract including to any of the Services.
Charges:	the charges which shall become due and payable by the Client to the Contractor in respect of the Services in accordance with the provisions of this Contract, as such charges are set out in the Pricing Schedule.
Client Premises:	the buildings and premises specified in the Specification, or as otherwise agreed between the parties in accordance with the Change Control Procedure.
Commencement Date:	means the date this Contract is signed by both parties.
Commercially Sensitive Information:	the information listed in Schedule 6 comprising the information of a commercially sensitive nature relating to the pricing of the Services, the Contractor's intellectual property rights or the Contractor's business operations which the Contractor has indicated to the Client that, if disclosed by the Client, would cause the Contractor significant commercial disadvantage or material financial loss.
Confidential Information:	means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's

	<p>Representatives in connection with this Contract, including but not limited to:</p> <p>a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, Contractors or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;</p> <p>b) any information developed by the parties in the course of carrying out this Contract;</p> <p>c) any Commercially Sensitive Information.</p>
Confidential Waste:	<p>means waste disposed of by the Client in the units designated as confidential waste units by the Contractor (as identified to the Client prior to the Services Commencement Date), including documents or materials containing Personal Data, Confidential Information or Commercially Sensitive Information;</p>
Connected Person:	<p>has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023.</p>
Consistent Failure:	<p>means:</p> <p>(a) a failure to meet (i) 3 or more Target KPIs in a rolling 2 month period.]</p> <p>OR</p> <p>(b) the Contractor accruing Service Credits in any period of 3 consecutive months, or any 2 months in a rolling 12-month period, in excess of £500]</p> <p>OR</p> <p>(c) the Client serving 1 Remediation Notices in a rolling 3 month period.]</p> <p>OR</p> <p>(d) the Contractor repeatedly breaching 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</p>

	intention or ability to give effect to the terms of this Contract.
Contract Duration:	the period of the Initial Period as may be varied by: a) any extension pursuant to clause 2.2; or b) the earlier termination of this Contract in accordance with its terms.
Contract Year:	a 12 month period starting on the Service Commencement Date and on each anniversary of the Service Commencement Date.
Contractor Personnel:	all employees, staff, other workers, agents and consultants of the Contractor and of any Sub-Contractors who are engaged in the provision of the Services from time to time.
Contractor's Tender:	the tender submitted by the Contractor and other associated documentation set out in Schedule 2.
Controller:	as defined in the Data Protection Legislation.
Data Protection Legislation:	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory Client and applicable to a party.
Data Subject:	as defined in the Data Protection Legislation.
Debarment List:	the list of Contractors referred to in section 62 of the Procurement Act 2023.
Dispute Resolution Procedure:	the procedure set out in clause 17.
Domestic law:	the law of the United Kingdom or part of the United Kingdom.
EIRs:	the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

FOIA:	the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
Force Majeure:	any circumstance not within a party's reasonable control including: <ul style="list-style-type: none"> a) acts of God, flood, drought, earthquake or other natural disaster; b) epidemic or pandemic (unless Services are allowed to continue with appropriate changes in place); c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; d) nuclear, chemical or biological contamination or sonic boom; e) any law or action taken by a government or public Client, including imposing an export or import restriction, quota or prohibition; f) collapse of buildings, fire, explosion or accident; and g) any labour or trade disputes, strikes, industrial action or lockouts (unless the party can use reasonable endeavours to cover the staffing deficit).
General Change in Law:	a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.
Health and Safety Policy:	the health and safety policy of the Client being one of the Prescribed Policies.
Information Laws:	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Legislation and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;
Initial Period:	the duration of this Contract starting at 00.01 on the Service Commencement Date and ending at 23.59 on

	the day before the 2 nd anniversary of the Service Commencement Date.
Insolvency Event:	<p>means the Contractor, (meaning the Contractor or its Subcontractor) being a company:</p> <ul style="list-style-type: none"> a) suspends, or threatens to suspend payment of its debts or is unable to pay its debts either within the meaning of section 123 of the Insolvency Act 1986 or if the Client reasonably believes that to be the case; b) 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 any of its creditors; c) applies to court for or obtains, a moratorium under Part A1 of the Insolvency Act 1986; d) 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 Client; e) an application is made to court, or an order is made for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed over the Contractor; f) the holder of a qualifying floating charge over the assets of this Contract has become entitled to appoint or has appointed an administrative receiver; g) a person becomes entitled to appoint a receiver over all or any of the assets of the Contractor or a receiver is appointed over all or any of the assets of the Contractor; h) 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 the whole or any part of the Contractors assets and such attachment or process is not discharged within 7 days of that procedure being commenced;

	<p>i) has a freezing order made against it; or</p> <p>j) suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.</p>
Intellectual Property Rights:	<p>patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.</p>
KPIs:	<p>the key performance indicators for all and each part of the Services as specified in the Specification.</p>
Law:	<p>the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Contractor is bound to comply.</p>
Mobilisation Operations:	<p>the operations set out in the Mobilisation Plan.</p>
Mobilisation Plan:	<p>the mobilisation plan set out in Schedule 2, containing the key activities and tasks, completion dates and responsibilities of the Contractor for the mobilisation of the Operational Services.</p>
Necessary Consents:	<p>all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services.</p>
Personal Data:	<p>as defined in the Data Protection Legislation.</p>
Prescribed Policies:	<p>the Contractor's policies which address the requirements set out in the Specification, prescribed by Legislation, or as specified by the Client from time to time, which are necessary for the proper performance of the Services.</p>

Pricing Schedule:	attached at Schedule 2.
Processor:	as defined in the Data Protection Legislation.
Prohibited Act:	<p>the following constitute Prohibited Acts:</p> <ul style="list-style-type: none"> a) to directly or indirectly offer, promise or give any person working for or engaged by the Client a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity; 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; c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Client; d) any activity, practice or conduct which would constitute one of the offences listed under c) above, if such activity, practice or conduct had been carried out in the UK.
Relevant Requirements:	all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.
Relevant Transfer:	a relevant transfer for the purposes of TUPE.
Remediation Notice:	a written notice given by the Client to the Contractor pursuant to clause 27 to initiate the Remediation Process.
Remediation Process:	the process for resolving certain of the Contractor's defaults as set out in clause 27.
Representatives:	means, in relation to party, its employees, officers, contractors, Sub-Contractors, representatives and advisors.
Sell2Wales:	the Welsh Government publishing portal for public sector procurement opportunities.
Service Credits:	a sum which the Client is entitled to deduct or invoice for a Service Failure as specified in the Specification.

Service Failure:	a shortfall or failure by the Contractor to deliver any part of the Services in accordance with any Target KPI.
Services Commencement Date:	the date on which the Contractor starts providing the Services.
Services:	the services to be delivered by or on behalf of the Contractor under this Contract, as more particularly described in the Specification.
Specification:	attached at Schedule 1.
Sub-Contract:	any contract or agreement (or proposed contract or agreement) between the Contractor and a third party pursuant to which the Contractor agrees to source the provision of any of the Services from that third party.
Sub-Contractor:	a person with whom the Contractor enters into a Sub-Contract.
Target KPI:	the minimum level of performance for a KPI which is required by the Client as set out against the relevant KPI in the Specification.
Target Services Commencement Date:	01 June 2026.
Termination Date:	the date of expiry or termination of this Contract.
Termination Notice:	any notice to terminate this Contract which is given by either party in accordance with clause 28 (excluding clause 28.2) or clause 29.
TUPE:	the Transfer of Undertakings (Protection of Employment) Regulations 2006 (<i>SI 2006/246</i>).
UK GDPR:	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.
Working Day:	Monday to Friday, excluding any public holidays in England and Wales.
Working Hours:	the period from 9.00am to 5.00pm on any Working Day.

1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this

- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract and any reference to this Contract includes the schedules.
- 1.5 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this Contract, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes all subordinate legislation made under it, in each case from time to time.
- 1.9 A reference to **writing** or **written** excludes fax but not e-mail.
- 1.10 Any obligation in this Contract on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to this Contract or to any other agreement or document is a reference to this Contract or such other agreement or document as varied from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this Contract and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.14 If there is any conflict or ambiguity between any of the provisions in the main body of this Contract and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of this Contract;
 - (b) Schedule 1 to this Contract;
 - (c) the remaining schedules to this Contract other than Schedule 22;
 - (d) Schedule 2 to this Contract.

Where there is any conflict or inconsistency between the provisions of this Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Contractor has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Contractor has notified the Client in writing.

Commencement and duration

2. Commencement and duration

- 2.1 This Contract commences on the Commencement Date and continues for the Contract Duration.
- 2.2 The Client may, (acting in its sole discretion) elect, on no more than two occasions, extend this Contract by successive periods of 12 months (each an “**Extension Period**”) following the expiry of the Initial Period (or relevant Extension Period (as applicable)) by giving the Contractor written notice of the extension, such notice to be given at least 30 days prior to the expiry of the Initial Period (or Extension Period (as applicable)).

3. Due diligence and Contractor's warranty

- 3.1 The Contractor acknowledges and confirms that it has entered into this Contract in reliance on its own due diligence and has satisfied itself of all relevant details relating to the Services.
- 3.2 No representations, warranties or conditions are given or assumed by the Client in respect of any information which is provided to the Contractor by the Client and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3.3 The Contractor:
 - (a) warrants and represents that all information and statements made by the Contractor are true, accurate and not misleading;
 - (b) it has operated, and will continue to operate, in compliance with applicable laws and regulations;
 - (c) shall promptly notify the Client in writing if, during the Contract Duration:
 - (i) the Contractor, the Contractor's Connected Persons or any Sub-Contractor is placed on the Debarment List, or if a mandatory or discretionary exclusion ground applies to the Contractor, the Contractor's Connected Persons or any Sub-Contractor; and
 - (d) shall promptly notify the Client in writing within 14 days of any changes to the Contractor's Connected Persons together with information regarding the identity of the new Connected Persons.

The services

4. Supply of services

- 4.1 During the Contract Duration the Contractor shall provide the Services with all reasonable care, skill, prudence and foresight and in accordance with:
- (a) the provisions of this Contract (including the Specification);
 - (b) the requirements of all Necessary Consents;
 - (c) all applicable Laws;
 - (d) Best Industry Practice;
 - (e) the KPI's; and
 - (f) all reasonable instructions of the Client acting in good faith and in accordance with the Contract.

5. Mobilisation

- 5.1 The Contractor shall commence the Mobilisation Operations on the Commencement Date in accordance with the Mobilisation Plan.
- 5.2 The Contractor shall procure that the Services Commencement Date occurs on or before the Target Services Commencement Date.
- 5.3 The parties shall meet weekly during the Mobilisation Period to ensure the Target Services Commencement Date will be met.
- 5.4 Prior to such meetings, the Contractor shall provide weekly written progress updates against the Mobilisation Plan.
- 5.5 If at any time the Contractor believes there are circumstances affecting its ability to meet the Target Services Commencement Date, it shall notify the Client in writing promptly of the issue and any mitigations it proposes to make. The parties shall then discuss mitigations and any amends required to the Mobilisation Plan at their next weekly meeting, or any other such date as determined by the Client.
- 5.6 At least 5 Working Days before the Service Commencement Date, the Contractor shall demonstrate its readiness to deliver the Services.
- 5.7 The Contractor shall commence performance of the Services upon completion to the satisfaction of the Client of clause 5.6, and the Mobilisation Operations in accordance with the Mobilisation Plan.

6. KPIs

- 6.1 Where any Service is stated in the Specification to be subject to a specific KPI, the Contractor shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI. Any changes to KPIs will be notified to the Contractor in writing by the Client.
- 6.2 The Contractor shall provide monthly reports summarising the Achieved KPIs as provided for in clause 15.

7. Compliance and change in laws

- 7.1 In performing its obligations under this Contract, the Contractor shall at all times comply with:
- (a) all applicable Law; and
 - (b) the Prescribed Policies.

The Contractor shall maintain such records as are necessary pursuant to the Laws and Prescribed Policies and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Client (or its authorised representative).

- 7.2 Without limiting the generality of the obligation under clause 7.1, the Contractor shall (and shall procure that the Contractor Personnel shall) perform its obligations under this Contract (including those in relation to the Services) in accordance with:
- (a) all applicable Law regarding health and safety; and
 - (b) the Health and Safety Policy whilst at the Client Premises.
- 7.3 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Client Premises of which it becomes aware and which relate to or arise in connection with the performance of this Contract, including but not limited to delay, disruption or failure of the Services. The Contractor shall instruct the Contractor Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards. Hazards include but are not limited to:
- (a) spillage or leakage;
 - (b) attraction of pests;
 - (c) contamination of soil, water or air; or
 - (d) any other breach of environmental Law.

- 7.4 Without limiting the general obligation set out in clause 7.1, the Contractor shall (and shall procure that the Contractor Personnel shall):

- (a) perform its obligations under this Contract (including those in relation to the Services) in accordance with all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (b) take all necessary steps, and inform the Client of the steps taken, in respect of this Contract, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.
- 7.5 The Contractor shall monitor any changes in the Law which may impact the Services and shall provide the Client with details of proposed changes to the Services to comply therewith. The Contractor shall implement such changes in accordance with the Change Control Procedure.
- 7.6 The Contractor shall neither be relieved of its obligations to supply the Services in accordance with the terms of this Contract nor be entitled to an increase in the Charges as the result of a General Change in Law.

8. Contractor environmental obligations

- 8.1 The Contractor shall perform the Services in accordance with the environmental, carbon reduction and circular economy requirements as set out in the Schedule 1, including supporting the Client's Net Zero target, and shall continually improve the environmental performance of the Services in accordance with Schedule 1 and Best Industry Practice.
- 8.2 The Contractor shall provide carbon emissions and environmental performance data in accordance with the requirements set out in the Specification.
- 8.3 The Contractor shall, in performing its obligations under this Contract comply with any environmental related KPIs in the Specification and clause 6.
- 8.4 The Client may, acting reasonably, require amendments to the environmental and carbon reduction requirements to reflect a Change in Law, policy or Best Industry Practice, subject to the Change Control Procedure.
- 8.5 The Client may audit the Contractor's compliance with this clause 8 in accordance with clause 25.

9. Use of Client Premises

- 9.1 With effect from the Commencement Date, the Client shall grant the Contractor a non-exclusive and revocable licence to enter the Client Premises for the sole purpose of providing the Services to the Client. The licence shall be subject to the conditions of this Contract, is personal to the Contractor and is not deemed to create a relationship of landlord and tenant between the parties.

- 9.2 The licence granted pursuant to clause 9.1 shall terminate immediately on the Termination Date.
- 9.3 The Contractor shall ensure that visiting or using the Client Premises, the Contractor Personnel shall:
- (a) keep the Client Premises clean, tidy and properly secure;
 - (b) co-operate as far as may be reasonably necessary with the Client's employees;
 - (c) act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Client;
 - (d) comply with the Client's safeguarding policies and procedures; and
 - (e) comply with all the rules and regulations that the Client notifies to the Contractor from time to time relating to the use and security of the Client Premises.
- 9.4 The Contractor shall ensure that the Contractor Personnel shall not:
- (a) obstruct access to the Client Premises, or any part of them; or
 - (b) do or permit to be done on the Client's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Client or the occupiers of or visitors to the Client Premises.
- 9.5 The Contractor shall notify the Client immediately on becoming aware of any damage caused by the Contractor Personnel to any property of the Client or other recipient of the Services, or to any of the Client Premises in the course of providing the Services. The Contractor shall be responsible for the reasonable costs of repair or replacement and, without prejudice to its other rights and remedies under this Contract or otherwise, the Client shall be entitled to set off such reasonable costs of repair or replacement against sums owing to the Contractor under this Contract.
- 9.6 Subject to the requirements of clause 33, in the event of the expiry or termination of this Contract, the Client shall on reasonable notice provide the Contractor with such access as the Contractor reasonably requires to the Client Premises to remove any of the Contractor's equipment. All such equipment shall be promptly removed by the Contractor.

10. Charges, invoicing and payment

10.1 The Client shall pay the Charges to the Contractor in accordance with the Pricing Schedule.

10.2 Subject to clause 10.3, the Charges:

- (a) shall remain fixed during the Contract Duration; and
 - (b) are the entire price payable by the Client to the Contractor in respect of the Services and include, without limitation, any royalties, consents, licence fees, supplies and all consumables used by the Contractor, travel costs, accommodation expenses and the cost of Contractor Personnel.
- 10.3 The Contractor may increase the Charges on an annual basis on each anniversary of the Service Commencement Date, in accordance with the Specification.
- 10.4 Except as otherwise provided in this Contract, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this Contract.
- 10.5 The Contractor shall invoice the Client for payment of the Charges at the time the Charges are expressed to be payable in accordance with the Pricing Schedule. All invoices shall:
 - (a) be directed to the Client's Authorised Representative;
 - (b) contain such information as the Client may inform the Contractor from time to time; and
 - (c) take into account any Service Credits which have been accrued in the previous period.
- 10.6 The Client shall accept and process for payment any electronic invoice submitted by the Contractor provided that it is undisputed and in a form that complies with the standard for electronic invoicing (and uses any related syntaxes) approved and issued by the British Standards Institution from time to time.
- 10.7 Where the Contractor submits an invoice to the Client in accordance with clause 10.5, the Client shall:
 - (a) consider and verify the invoice without undue delay;
 - (b) notify the Contractor promptly if it disputes the invoice or does not consider it to be valid within the meaning of clause 10.7;
 - (c) where the invoice is valid and to the extent that it is not disputed, pay the Contractor any Charges due under the invoice within 30 days of:
 - (i) the date on which the invoice is regarded as valid and undisputed by the Client; or, if later
 - (ii) the due date as stated on the invoice.
- 10.8 For the purposes of clause 10.7:
 - (a) an invoice is valid if either:

- (i) it is an electronic invoice in the form required by clause 10.6; or
 - (ii) it contains the information required under clause 10.5(b), which includes the name of the invoicing party, a description of the services supplied, the Charges requested and a unique identification number;
 - (b) an invoice from the Contractor shall be regarded by the Client as not disputed where the Client fails to verify it without undue delay and in any event within 7 days of receipt from the Contractor.
- 10.9 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 10.7, clause 10.8(a)(ii) and clause 10.8(b) of this Contract; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any subcontract which it awards provisions having the same effect as clause 10.7, clause 10.8(a)(ii), clause 10.8(b) and clause 10.9 of this Contract.
- 10.10 Where any party 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 17. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 30 days after resolution of the dispute between the parties.
- 10.11 Subject to clause 10.10, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Contract in accordance with clause 11. The Contractor shall not suspend the supply of the Services if any payment is overdue.
- 10.12 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Client following delivery of a valid VAT invoice. The Contractor shall indemnify the Client against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Client at any time in respect of the Contractor's failure to account for, or to pay, any VAT relating to payments made to the Contractor under this Contract.
- 10.13 The Contractor shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Client pursuant to this Contract. Such records shall be retained for inspection by the Client for 12 years from the end of the Contract Year to which the records relate.
- 10.14 The Client may at any time, set off any liability of the Contractor to the Client against any liability of the Client to the Contractor, whether either liability is

present or future, liquidated or unliquidated, and whether or not either liability arises under this Contract. Any exercise by the Client of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Contract or otherwise.

Interest

- 11.1 Each party shall pay interest on any sum due under this Contract, calculated as follows:
- (a) **Rate:** 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) **Period:** From when the overdue sum became due, until it is paid.

12. Service Credits

- 12.1 If the Contractor commits a Service Failure, the Client shall be entitled to either submit an invoice to the Contractor, or make deductions from the Charges, corresponding to Service Credit set out in the Specification.
- 12.2 The Service Credits must be reset and reapplied at 7 day intervals until the Service Failure is remedied.
- 12.3 The application of Service Credits is without prejudice to any other rights and remedies of the Client under this Contract, including under clauses 27 and 28, and shall not be treated as an exclusive remedy of any Service Failure.

Staff

13. Contractor personnel

- 13.1 At all times, the Contractor shall ensure that:
- (a) each of the Contractor Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - (b) there is an adequate number of Contractor Personnel to provide the Services properly;
 - (c) staff comply with any disclosure barring service requirements, as set out in the Specification; and
 - (d) all of the Contractor Personnel comply with the Prescribed Policies.
- 13.2 The Client may refuse to grant access to, and remove, any of the Contractor Personnel who do not comply with any of the Prescribed Policies, Client instructions, or if they otherwise present a safeguarding or security threat.

- 13.3 The Contractor shall replace any of the Contractor Personnel whom the Client reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor Personnel for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 13.4 The Contractor shall maintain up-to-date personnel records on the Contractor Personnel engaged in the provision of the Services and shall provide information to the Client as the Client reasonably requests on the Contractor Personnel. The Contractor shall ensure that the Contractor Personnel cannot be individually identified from the information so provided.
- 13.5 The Contractor shall use its reasonable endeavours to ensure continuity of 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 as the prevailing industry norm for similar services, locations and environments.

14. TUPE

The parties agree that the provisions of Schedule 5 shall apply to any Relevant Transfer of staff under this Contract.

Contract management

15. Review and monitoring

- 15.1 Each party shall nominate an Authorised Representative who will have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this Contract. The first Authorised Representatives are listed in Schedule 3 and shall notify the other party in writing of any change to such person.
- 15.2 The Authorised Representatives and the Contractor's site supervisor, shall meet at no less than monthly intervals to monitor and review the performance of this Contract.
- 15.3 At the meeting, the parties shall agree a plan to address any problems identified in the performance of this Contract. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 27 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.
- 15.4 A review meeting to assess the Contractor's performance of its obligations under this Contract shall be held at quarterly intervals throughout the Contract Duration. Each meeting shall be attended by the Authorised Representatives,

the Contractor's site supervisor, and any other persons the Client considers necessary.

- 15.5 During the quarterly review meetings, the Contractor shall present innovation proposals identifying opportunities to improve Service performance. Any benefits arising from any such change shall accrue solely to the Client. If a proposal is agreed by the Client, the proposal shall be implemented in accordance with the Change Control Procedure.
- 15.6 The Contractor shall be required to attend annual social value review, and legislative compliance review meetings as requested by the Client.
- 15.7 Without prejudice to any other reports required under this Contract, in advance of each meeting held in accordance with this clause 15, the Contractor shall generate the necessary reports, as set out in the Specification.
- 15.8 The Contractor shall submit any other management reports to the Client in the form and at the interval specified in the Specification.

16. Change control

- 16.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 16.2 Any changes explicitly referred to as potential modifications in the Specification, may be agreed by the parties in writing, without following the Change Control Procedure.

Dispute resolution

- 17.1 If a dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this Contract, 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 (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 10 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Client's Chief Operating Officer and the Contractor's [SENIOR OFFICER TITLE] who shall attempt in good faith to resolve it;
 - (c) if the Client's Chief Operating Officer and the Contractor's [SENIOR OFFICER TITLE] are for any reason unable to resolve the Dispute within [30] Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model

Mediation Procedure. Unless otherwise agreed between the parties within [10] Working Days of referral of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation;

- (d) unless otherwise agreed between the parties, the mediation will start not later than 10 Working Days after the date of the ADR notice.
- 17.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.
- 17.3 If for any reason the Dispute is not resolved within 10 Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 47.

18. Sub-Contracting

- 18.1 Notwithstanding clause 40, the Contractor can only enter into subcontracting arrangements in accordance with this clause 18.
- 18.2 To help the Client reach a decision on a proposed Sub-Contract, the Client may request (and the Contractor shall provide) a copy of the proposed Sub-Contract and any other information reasonably required.
- 18.3 For the avoidance of doubt, the Client may not consent to any proposed Sub-Contract if the Sub-Contractor (or any Connected Person of the Sub-Contractor) is on the Debarment List.
- 18.4 If the Client agrees that the Contractor may subcontract its obligations, the Contractor shall implement an appropriate system of due diligence, audit and training designed to ensure the Sub-Contractor's compliance with the Prescribed Policies.
- 18.5 In the event that the Contractor enters into any Sub-Contract in connection with this Contract it shall:
- (a) remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own;
 - (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Contract and procure that the Sub-Contractor complies with such terms; and
 - (c) provide a copy, at no charge to the Client, of any such Sub-Contract on receipt of a request for such by the Client's Authorised Representative.

18.6 The Client may require the Contractor to terminate a Sub-Contract where the acts or omission of the relevant Sub-Contractor have given rise to the Client's right to terminate pursuant to clause 28.1 or if there is a change of control of a Sub-Contractor (within the meaning of section 1124 of the Corporation Tax Act 2010) or the Sub-Contractor suffers an Insolvency Event.

19. Indemnities

19.1 Subject to clause 19.2, the Contractor shall indemnify and keep indemnified the Client against all liabilities, costs, expenses, damages and losses incurred by the Client arising out of or in connection with:

- (a) the Contractor's breach or negligent performance or non-performance of this Contract;
- (b) any claim made against the Client arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this Contract by the Contractor or Contractor Personnel; or
- (c) the enforcement of this Contract.

19.2 The indemnity under clause 19.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Client are directly caused (or directly arise) from the negligence or breach of this Contract by the Client.

20. Limitation of liability

20.1 Subject to clauses 19, 20.3 and 20.4 neither party shall be liable to the other party (as far as permitted by Law) for indirect, special or consequential loss or damage in connection with this Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, use, goodwill or business opportunities whether direct or indirect.

20.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to the Contract.

20.3 Any clause limiting the Contractor's liability does not apply in relation to the commission of any Prohibited Act.

20.4 Notwithstanding any other provision of this Contract neither party limits or excludes its liability for:

- (a) fraud or fraudulent misrepresentation;
- (b) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;
- (c) breach of any obligation as to title implied by statute; or

- (d) any other act or omission, liability for which may not be limited under Law.
- 20.5 Nothing in this clause 20, limits or excludes liability in respect of:
- (a) breach of Schedule 8 (Confidential Waste);
 - (b) clause 7.3 (Health and Safety);
 - (c) clause 27 (IPR Indemnity);
 - (d) breach of clause 32 (Bribery); and
 - (e) the indemnities in Schedule 5 (TUPE).
- 20.6 Subject to clauses 20.4 and 20.5, the Contractor's total aggregate liability:
- (a) is unlimited in respect of the Contractor's wilful default; and
 - (b) in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall in no event exceed £2,000,000 in respect of any one incident or series of related incidents.

21. Insurance

- 21.1 The Contractor shall at its own cost take out and maintain following insurances, as well as any other insurances required by Law with reputable insurers:
- (a) public liability insurance with a limit of indemnity of at least £10,000,000 in relation to any one claim;
 - (b) employer's liability insurance with a limit of at least £10,000,000 for claims arising from a single event or series of related events in a single calendar year;
 - (c) professional indemnity insurance with a limit of at least £1,000,000 for claims arising from a single event or series of related events in a single calendar year,
 - (d) product liability insurance with a limit of at least £2,000,000 for claims arising from a single event or series of related events in a single calendar year,
 - (e) environmental impairment liability with a limit of at least £5,000,000 for claims arising from a single event or series of related events in a single calendar year,
 - (f) full comprehensive commercial vehicle insurance with waste extension; and
 - (g) any machinery and plant cover as determined between the Client and Contractor on a case by case basis,

(the **Required Insurances**) and shall maintain such cover for 6 years after the end of the Contract Duration for all claims to which this clause applies.

- 21.2 The Required Insurances must remain in place for the Contract Duration and be effective in each case no later than the date on which the relevant risk commences.
- 21.3 As and when reasonably required in writing by the Client, the Contractor shall provide the Client with copies of current insurance certificates or other evidence demonstrating to the satisfaction of the Client that the requirements of this clause 21 are being met.

Information

22. Freedom of information

- 22.1 The Contractor shall, at no additional cost to the Client, co-operate promptly with the Client's reasonable requests for assistance in complying with its disclosure obligations under the Information Laws, provided that where the Client receives a request for information relating to this Contract which the Client reasonably considers to be commercially sensitive and/or confidential, where reasonably practicable, the Client shall not disclose the same without first:
- (a) notifying the Contractor in writing; and
 - (b) allowing the Contractor a reasonable opportunity (taking into account timescales set by Law) to make representations to the Client as to disclosure of such information.
- 22.2 Notwithstanding any other provision of the Contract, the Client shall have absolute discretion as to whether or not to apply any exemptions under the Information Laws.
- 22.3 In no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Client.

23. Data processing

- 23.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 23.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Controller and the Contractor is the Processor. Schedule 7 sets out the scope, nature and purpose of processing by the Contractor, the duration of the processing and the types of Personal Data and categories of Data Subject.

- 23.3 Notwithstanding this clause 23, the parties acknowledge that Personal Data may be contained within Confidential Waste. The Contractor shall comply with the obligations set out in Schedule 8 when handling Confidential Waste.
- 23.4 Without prejudice to the generality of clause 23.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Contractor for the duration and purposes of this Contract.
- 23.5 Without prejudice to the generality of clause 23.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Contract:
- (a) process that Personal Data only on the documented written instructions of the Client which are set out in Schedule 7, unless the Contractor is required by Domestic Law to otherwise process that Personal Data. Where the Contractor is relying on Domestic Law as the basis for processing Personal Data, the Contractor shall promptly notify the Client of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Contractor from so notifying the Client;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
 - (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:
 - (i) the Client or the Contractor has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;

- (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Contractor complies with the reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;
- (e) notify the Client immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (f) assist the Client in responding to any request from a Data Subject and in ensuring compliance with the Client's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Client without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Contract;
- (h) at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination or expiry of this Contract unless required by Domestic Law to store the Personal Data;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 23 and allow for audits by the Client or the Client's designated auditor pursuant to clause 25 and immediately inform the Client if, in the opinion of the Contractor, an instruction infringes the Data Protection Legislation.

23.6 Where the Contractor wishes to appoint a subprocessor to process any Personal Data relating to this Contract, such subprocessor shall constitute a Sub-Contractor and the Contractor shall:

- (a) notify the Client in writing of the intended processing by the Sub-Contractor;
- (b) obtain prior written consent from the Client; and

- (c) enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 23.

24. Confidentiality

24.1 The provisions of this clause do not apply to any Confidential information which:

- (a) is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
- (d) the parties agree in writing is not confidential or may be disclosed;
- (e) which is disclosed by the Client on a confidential basis to any central government or regulatory body.

24.2 Each party shall keep the other party's Confidential Information secret and confidential and shall not:

- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this Contract (**Permitted Purpose**); or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 24.

24.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this Contract,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 24.2.

24.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the FOIA or

EIRs), by any governmental or other regulatory Client or by a court or other Client of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.

24.5 Notwithstanding the remainder of this clause 24, the Contractor shall handle, process and dispose of Confidential Waste in accordance with Schedule 8.

24.6 The provisions of this clause 24 shall survive for a period of 6 years from the Termination Date.

25. Audit

25.1 During the Contract Duration and for a period of 6 years after the Termination Date, the Contractor shall allow the Client (acting by itself or through its Representatives) to access any of the Contractor's premises, systems, Contractor Personnel and relevant records as may reasonably be required to:

- (a) fulfil any legally enforceable request by any regulatory body;
- (b) verify the accuracy of Charges or identify suspected fraud;
- (c) review the integrity, confidentiality and security of any data relating to the Client or any service users;
- (d) review the Contractor's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 23 (Data Protection) and clause 22 (Freedom of Information), and any other legislation applicable to the Services; or
- (e) verify that the Services are being provided and all obligations of the Contractor are being performed in accordance with this Contract.

25.2 Except where an audit is imposed on the Client by a regulatory body or where the Client has reasonable grounds for believing that the Contractor has not complied with its obligations under this Contract, the Client may not conduct an audit under this clause 25 more than twice in any calendar year.

25.3 The Client shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services.

25.4 Subject to the Client's obligations of confidentiality, the Contractor shall on demand provide the Client and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information requested by the above persons within the permitted scope of the audit;

- (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Contractor Personnel.
- 25.5 The Client shall endeavour to (but is not obliged to) provide at least 15 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 25.6 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 identifies a material failure by the Contractor to perform its obligations under this Contract in any material manner in which case the Contractor shall reimburse the Client for all the Client's reasonable costs incurred in the course of the audit.
- 25.7 If during a Contractor or Subcontractor site audit, rectification is required, the Client shall specify a timescale for completion. If not such timescale is provided, the Contractor shall have 14 days to rectify the issue.
- 25.8 If an audit identifies that:
 - (a) the Contractor has failed to perform its obligations under this Contract, and the Contractor, where applicable, has not complied with the timescales set out in clause 25.7, the provisions of clause 27 shall apply;
 - (b) the Client has overpaid any Charges, the Contractor shall pay to the Client the amount overpaid within 30 days from the date of receipt of an invoice or notice to do so. The Client may deduct the relevant amount from the Charges if the Contractor fails to make this payment;
 - (c) the Client has underpaid any Charges, the Client shall pay to the Contractor the amount of the underpayment within 30 days from the date of receipt of an invoice for such amount; and

26. Intellectual property

- 26.1 Each party shall retain all rights, titles and interest in its pre-existing Intellectual Property Rights in connection with the Services (“**Background IP**”). Each party grants to the other a non-exclusive, royalty-free licence to use its Background IP to the extent necessary to comply with this Contract and deliver the Services.
- 26.2 All Intellectual Property Rights in materials created specifically for the Client under this Contract, including a reporting dashboard (“**Foreground IP**”) shall vest in the Client upon creation, or where vesting is not possible, the Contractor grants the Client a perpetual, royalty-free, non-exclusive licence to use, reproduce and distribute the Foreground IP for its internal purposes, including compliance monitoring, audit and reporting obligations.

26.3 For the avoidance of doubt, nothing in this clause shall require the Contractor to transfer ownership of any Intellectual Property Rights not specifically created for the Client under this Contract.

26.4 Subject to clause 20, the Contractor shall indemnify the Client against any claims, losses or damages arising from infringement of third-party Intellectual Property Rights by the Services, deliverables or Background IP provided under this Contract.

27. Remediation Process

27.1 Subject to Clause 27.2, if the Contractor is in default in complying with any of its obligations under this Contract and the default is capable of remedy, the Client may not terminate this Contract without first operating the Remediation Process. If the Contractor commits such a default, the Client shall give a Remediation Notice to the Contractor which shall specify the default in outline and the actions the Contractor needs to take to remedy the default.

27.2 The Client shall be under no obligation to initiate the Remediation Process if it issues a notice to terminate in the circumstances set out in clause 28.1(a), clause 28.1(d), clause 28.1(e), clause 28.1(f), clause 28.1(g), clause 28.1(h), clause 28.1(i) and clause 28.3 (or a notice of an intention to terminate under clause 28.2).

27.3 The Contractor shall:

- (a) within 5 Working Days of receipt of a Remediation Notice, rectify missed collections; and
- (b) within 10 Working Days of receipt of a Remediation Notice, rectify all other issues; or
- (c) inform the Client that it does not intend to rectify the issue, in which event, the Client shall be entitled to serve a Termination Notice.

27.4 If the Contractor fails to successfully rectify the issue in accordance with clauses 27.3(a) and 27.3(b) above, the Client may:

- (a) terminate this Contract by serving a Termination Notice; or
- (b) if appropriate, refer the matter for resolution under the Dispute Resolution Procedure.

27.5 The Client shall not be obliged to allow the Contractor to rectify the issue if there is a repetition of substantially the same default by the Contractor, as had previously been addressed in accordance with this clause 27, within the prior 3 month period. In such event, the Client may serve a Termination Notice.

Termination

28. Termination

28.1 Without affecting any other right or remedy available to it, and subject to clause 27, the Client may terminate this Contract with immediate effect or on the date specified in the Termination Notice by giving written notice to the Contractor if one or more of the following circumstances occurs or exists:

- (a) if the Contractor is in material breach of this Contract, which is irremediable;
- (b) the Contractor fails to commence the Services on the Target Services Commencement Date, unless an alternative date is agreed by the Client in accordance with clause 5;
- (c) the Contractor fails to rectify the issue in accordance with the Remediation Process;
- (d) the circumstances referred to in clause 27.5 occur;
- (e) a Consistent Failure has occurred;
- (f) a Catastrophic Failure has occurred;
- (g) if there is an Insolvency Event;
- (h) if the Client elects to terminate pursuant to clause 31.5;
- (i) if there is a change of control of the Contractor within the meaning of section 1124 of the Corporation Tax Act 2010 to which the Client reasonably objects, provided that the Client serves its Termination Notice within 3 months of the date on which the Contractor informs the Client (by written notice) of the change of control or on which the Client otherwise becomes aware of the change of control.

28.2 The Client may give the Contractor written notice of its intention to terminate if it considers that a termination ground listed in section 78(2) of the Procurement Act 2023 applies. A notice of an intention to terminate under this clause must:

- (a) set out which termination ground the Client considers applies pursuant to section 78(2) of the Procurement Act 2023 together with the Client's reasons for deciding to terminate on this basis;
- (b) invite the Contractor to make representations to the Client about the existence of the termination ground and the Client's decision to terminate;
- (c) specify the means by which, and the time by which, such representations must be made; and
- (d) insofar as it states the Client's intention to terminate by reference to the status of a Sub-contractor under section 78(2)(b) or (c) of the Procurement Act 2023, specify a time by which the Contractor may

terminate the Subcontract and, if necessary, appoint an alternative Subcontractor.

- 28.3 On expiry of the time for the Contractor to make representations under clause 28.2(c), if, after considering any representations, the Client is satisfied that the termination ground applies, it may terminate this Contract with immediate effect by giving final written notice to the Contractor.
- 28.4 Either party may, during the continuance of a Force Majeure Event, terminate this Contract if the circumstances in clause 30.6 arise.

29. Termination on notice

Without affecting any other right or remedy available to it, the Client may terminate this Contract at any time by giving 3 months' written notice to the Contractor.

30. Force majeure

- 30.1 Subject to clause 30.3, a party (**Affected Party**) shall not be liable for any failure or delay in performing any of its obligations under this Contract for so long as, and to the extent that, its performance is prevented, hindered or delayed by a Force Majeure.
- 30.2 For so long as the Affected Party's liability in relation to any of its obligations is suspended under clause 30.1, the other party shall not be liable for any failure or delay in performing its corresponding obligations.
- 30.3 clause 30.1 will only apply if the Affected Party:
- (a) as soon as reasonably practicable after the start of the Force Majeure, notifies the other party in writing of the Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Force Majeure on the Affected Party's ability to perform any of its obligations under this Contract; and
 - (b) took reasonable precautions to prevent or minimise the Force Majeure including implementing and complying with an effective business continuity plan. The existence of a Force Majeure shall not relieve the Contractor from its obligations to maintain and implement the business continuity plan; and
 - (c) uses all reasonable endeavours to mitigate the effect of the Force Majeure on the performance of its obligations, provided this causes no material detriment to the Affected Party and can achieve the same result as contractual performance would have done.
- 30.4 The Affected Party shall keep the other party informed of its endeavours under clause 30.3(c) and their outcome promptly on request.

- 30.5 If the Contractor is relieved from providing the Services under this clause, it shall permit and co-operate with any efforts that the Client may make to obtain alternative supplies of those Services, including but not limited to, any requests by the Client for the Contractor to engage in subcontracting arrangements.
- 30.6 If the Affected Party has not resumed full performance of any obligations suspended under clause 30.1 within 30 days after the start of the Force Majeure, the other party may terminate this Contract by giving written notice to the Affected Party.

31. Prevention of bribery

- 31.1 The Contractor represents and warrants that neither it, nor any Contractor Personnel:
- (a) has committed a Prohibited Act;
 - (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
 - (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 31.2 The Contractor shall promptly notify the Client if, at any time during the Contract Duration, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 31.1 at the relevant time.
- 31.3 The Supplier shall (and shall procure that its Contractor Personnel shall) during the Contract Duration:
- (a) not commit a Prohibited Act;
 - (b) not do or omit to do anything that would cause the Client or any of the Client's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;
 - (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act; and
 - (d) notify the Client (in writing) if it becomes aware of any breach of clause 31.3(a) or clause 31.3(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this Contract.

- 31.4 The Contractor shall allow the Client and its third party representatives to audit any of the Contractor's records and any other relevant documentation in accordance with clause 25.
- 31.5 If the Contractor is in default under this clause 31 the Client may by notice:
- (a) require the Contractor to remove from performance of this Contract any Contractor Personnel whose acts or omissions have caused the default; or
 - (b) immediately terminate this Contract.
- 31.6 Any notice served by the Client under clause 31.5 shall specify the nature of the Prohibited Act, the identity of the Party who the Client believes has committed the Prohibited Act and the action that the Client has elected to take (including, where relevant, the date on which this Contract shall terminate).

32. Modern slavery

- 32.1 The Contractor shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-slavery Laws) including but not limited to the Modern Slavery Act 2015;
 - (b) have appropriate anti-slavery policies in place for the duration of the Contract Duration;
 - (c) include in its contracts with its Sub-Contractors anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 32; and
 - (d)** notify the Client (in writing) as soon as it becomes aware of any breach or suspected breach of clause 32.1.
- 32.2 The Contractor represents and warrants throughout the Contract Duration that:
- (a) neither the Contractor nor any of its officers, employees or Sub-Contractors:
 - (i) has been convicted of any offence involving slavery and human trafficking anywhere in the world; or
 - (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; or
 - (iii) been listed by any government department or agency as being debarred, suspended, or proposed for suspension or debarment

from participation in public procurement programmes or otherwise been excluded from a public procurement procedure on grounds relating to forced labour or modern slavery offences or misconduct.

32.3 The Contractor shall implement due diligence procedures for its Sub-Contractors to ensure that there is no slavery or human trafficking taking place.

32.4 The Contractor shall:

- (a) maintain a complete set of records to trace the supply chain of all Services provided to the Client in connection with this Contract; and
- (b) implement annual audits of its compliance and its Sub-Contractors' compliance with anti-slavery requirements, either directly or through a third party auditor.

32.5 The Contractor shall:

- (a) implement a system of training for its employees to ensure compliance with Anti-slavery Laws;
- (b) keep a record of all training offered and completed by its employees to ensure compliance with Anti-slavery Laws and shall make a copy of the record available to the Client on request.

33. Consequences of termination or expiry

33.1 On the expiry of the Contract Duration or if this Contract is terminated for any reason, the Contractor shall co-operate fully with the Client to ensure an orderly migration of the Services to the Client or, at the Client's request, a Replacement Contractor.

33.2 On termination or expiry of this Contract and on satisfactory completion of any exit arrangements, including those set out in the Specification, or notified by the Client in writing from time to time, the Contractor shall procure that all data and other material belonging to the Client (and all media of any nature containing information and data belonging to the Client or relating to the Services), shall be delivered to the Client forthwith and the Contractor's Authorised Representative shall certify full compliance with this clause.

33.3 Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause 6.2 (provision of records), clause 19 (Indemnities), clause 20 (Limitation of Liability), clause 21 (Insurance), clause 22 (Freedom of Information), clause 23 (Data Processing), clause 24 (Confidentiality), clause 25 (Audit) and this clause 32 (Consequences of termination), shall remain in full force and effect.

- 33.4 Termination or expiry of this Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of this Contract which existed at or before the Termination Date.

General provisions

34. Non-solicitation

In order to protect each other's legitimate business interest, neither party shall (except with the prior written consent of the other) during the Contract Duration of this Contract solicit or attempt to solicit or entice away any senior staff of the other party who have been engaged or employed in the provision of the Services or the management of this Contract or any significant part thereof either as principal, agent, employee, independent contractor or in any other form of employment or engagement other than by means of an open national advertising campaign and not specifically targeted at such staff of the other party.

35. Waiver

- 35.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 35.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

36. Rights and remedies

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

37. Severance

- 37.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract.

38. No partnership or agency

- 38.1 Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

39. Third party rights

- 39.1 This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
- 39.2 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.

40. Assignment and other dealings

- 40.1 The Client may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract, provided that it gives prior written notice of such dealing to the Contractor.
- 40.2 The Contractor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Contract without the prior written consent of the Client (such consent not to be unreasonably withheld or delayed).

41. Publicity

The Contractor shall not:

- (a) make any press announcements or publicise this Contract or its contents in any way; or
- (b) use the Client's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory Client, any court or other Client of competent jurisdiction, without the prior written consent of the Client, which shall not be unreasonably withheld or delayed.

42. Notices

- 42.1 Any notice given to a party under or in connection with this Contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next Working Day delivery service at its registered office (if a company) or its principal place of business (in any other case);
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):
 - (i) Coleg y Cymoedd: Karen Workman, Deputy Principal, Rhondda Campus, Llwyypia, CF40 22TQ].

(ii) **[CONTRACTOR NAME]: [ADDRESS]**.

42.2 Any notice shall be deemed to have been received:

- (a) If delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next Working Day delivery service, at 9.00 am on the second Working Day after posting; or
- (c) if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.

42.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

43. Entire agreement

43.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

43.2 Each party acknowledges that in entering into this Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

43.3 Each party agrees that it shall have no claim for innocent, negligent misrepresentation, or negligent misstatement based on any statement in this Contract.

Variation

Subject to clause 16, no variation of this Contract shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

45. Welsh Language

45.1 The Client is required by the Welsh Language (Wales) Measure 2011 to comply with the standards of conduct in relation to the Welsh language notified to it by the Welsh Language Commissioner from time to time. The Contractor shall provide the Services in compliance with the Welsh language standards notified to the Client and applicable to the Services from time to time.

Execution

46.1 This Contract may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

46.2 The Parties acknowledge and agree that this Contract may be executed by electronic signature and, in executing this Contract in such manner, each Party represents and warrants to the other Party that each individual electronically executing this Contract on its behalf has all requisite power and Client to execute this Contract in such manner and on behalf of the relevant Party.

Governing law

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 law of England and Wales.

Jurisdiction

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).

In witness whereof each of the Parties have executed this Contract as a deed and this Contract is delivered and takes effect on the day and year first before written.

SIGNED AND DELIVERED as a DEED by

Coleg y Cymoedd by affixing its common seal in the presence of an AUTHORISED SIGNATORY:

[Fix CYC's seal here]

[OR ELECTRONIC SIGNATURE]

SIGNED AND DELIVERED as a DEED by Coleg y Cymoedd acting by TWO AUTHORISED MEMBERS

.....

NAME OF AUTHORISED SIGNATORY

.....

SIGNATURE OF AUTHORISED SIGNATORY

.....

SIGNATURE OF AUTHORISED MEMBER

SIGNED AND DELIVERED as a DEED by

[Name of Contractor]

acting by ONE DIRECTOR in the presence of:

.....

WITNESS'S SIGNATURE

.....

NAME OF WITNESS:

.....

.....

.....

WITNESS'S ADDRESS

.....

WITNESS'S OCCUPATION

.....

.....

NAME OF DIRECTOR

.....

SIGNATURE OF DIRECTOR

Schedule 1 Specification

Schedule 2 Contractor's Tender

[INSERT]

Pricing Schedule

[INSERT]

Schedule 3 Authorised Representatives

1. The Client's initial Authorised Representative: [INSERT DETAILS]
2. The Contractor's initial Authorised Representative: [INSERT DETAILS]

Schedule 4 Change control

General principles

- 1.1 Where the Client or the Contractor sees a need to change this Contract, the Client may at any time request, and the Contractor may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 4.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Client and the Contractor shall, unless otherwise agreed in writing, continue to perform this Contract in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Client and the Contractor in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Contractor and the Contractor Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 4, shall be undertaken entirely at the expense and liability of the Contractor.

Procedure

- 2.1 Discussion between the Client and the Contractor concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this Contract by the Client; or
 - (c) a recommendation to change this Contract by the Contractor.
- 2.2 Where a written request for a Change is received from the Client, the Contractor shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Contractor to the Client within three weeks of the date of the request.
- 2.3 A recommendation to amend this Contract by the Contractor shall be submitted directly to the Client in the form of two copies of a Change Control Note signed by the Contractor at the time of such recommendation. The Client shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:
 - (a) the title of the Change;
 - (b) the originator and date of the request or recommendation for the Change;

- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this Contract including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note;
- (j) provision for signature by the Client and the Contractor; and
- (k) if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this Contract under clause 28.3 will be apportioned.

2.5 For each Change Control Note submitted by the Contractor the Client shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Client and return one of the copies to the Contractor; or
 - (iii) notify the Contractor of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Client and by the Contractor shall constitute an amendment to this Contract.

Schedule 5 TUPE

Definitions

For the purposes of this Appendix 3, except where expressly stated to the contrary, the following words shall have the following meaning:

New Contractor	means any third party supplier of Replacement Services appointed by the Client from time to time.
Subsequent Transfer	means, following the commencement of the Contract, circumstances whereby the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of the Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part from the Contractor to the Client or New Contractor.
Relevant Transfer	means a relevant transfer of the Services for the purposes of TUPE, including upon or as a result of expiry or termination of the Contract.
Service Transfer Date	means the date on which the Services (or any part of the Services), transfer from the Contractor or Sub-contractor to the Client or any New Contractor.
Contractor's Final Staff List	means the list of all the Contractor's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date.
Contractor's Provisional Staff List	means the list prepared and updated by the Contractor of all the Contractor's and Sub-Contractor's personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list, and in the format requested by the Client.
Staffing Information	means in relation to all persons detailed on the Contractor's Provisional Staff List, in an anonymised format, such information as the Client may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants,

	agency workers or otherwise, and the amount of time spent on the provision of the Services.
Relevant Employees	means those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Client or a New Contractor by virtue of the application of TUPE.
Employee Liability Information	<p>means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE:</p> <ul style="list-style-type: none"> a) the identity and age of the employee; b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applies, within the previous two (2) years; d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two (2) years or where the transferor has reasonable grounds to believe that such action may be brought against the Contractor arising out of the employee's employment with the transferor; and e) (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.
Employment Liabilities	means all claims, demands, penalties, actions, proceedings, damages, compensation, protective awards, court or tribunal orders or awards, fines, costs, expenses, notice pay, pension liabilities and all other losses and liabilities (including legal and other professional expenses on an indemnity basis).

Replacement Services	any services that are identical or substantially similar to any of the Services and which the Client receives in substitution for any of the Services following the termination or expiry of this Contract, whether those services are provided by the Client internally or by any Replacement Contractor.
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EMPLOYMENT EXIT PROVISIONS

- 1** Where a Subsequent Transfer constitutes a Relevant Transfer then the Client or New Contractor will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
- 2** The Contractor shall and shall procure that any Sub-Contractor shall:
 - 2.1 on request from the Client on a date not more than 6 months immediately preceding the expiry of this Contract and/or any review date; and/or
 - 2.2 on receiving notice of termination of this Contract (on whatever grounds and in whatever circumstances) or otherwise; and/or
 - 2.3 at such times as required by TUPE,

provide promptly (and in any event within 14 days of request) and at no cost to the Client, in respect of any person engaged or employed by the Contractor or any Sub-Contractor in the provision of the Services, the Contractor's Provisional Staff List and the Staffing Information together with any additional information required by the Client (notwithstanding this may be beyond the information required to be provided under TUPE), including information as to the application of TUPE to the employees. The Contractor shall notify the Client, within 14 days of the event (and in any event before the Service Transfer Date), of any material changes to the information supplied, discovery of further relevant information or on receipt of a request for or clarification or amplification by the Client.
- 3** At least 28 days prior to the Service Transfer Date, the Contractor shall and shall procure that any Sub-Contractor shall prepare and provide to the Client and/or, at the direction of the Client, to the New Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which of the Contractor's and Sub-Contractor's personnel named are Relevant Employees.
- 4** The Client shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer

or other prospective New Contractor for any services that are substantially the same type of services as (or any part of) the Services.

- 5** The Contractor warrants to the Client and any New Contractor that the Contractor's Provisional Staff List, the Contractor's Final Staff List, the Employee Liability Information and the Staffing Information (the "TUPE Information") will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Contractor's Final Staff List.
- 6** The Contractor shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 7** The Client regards compliance with this Schedule 5 as fundamental to the Contract. In particular, failure to comply with paragraphs 2 and 3 of this Schedule 5 in respect of the provision of accurate information about the Relevant Employees shall entitle the Client to suspend payment of the Contract Price until such information is provided.
- 8** Any change to the TUPE Information which would increase the total employment costs of the staff in the 6 months prior to termination of this Contract shall not (so far as reasonably practicable) take place without the Client's prior written consent, unless such changes are required by law. The Contractor shall and shall procure that any Sub-Contractor shall supply to the Client full particulars of such proposed changes and the Client shall be afforded reasonable time to consider them.
- 9** In the 6 months prior to expiry or termination of this Contract or from the date of service of a termination notice of the Contract, the Contractor shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff listed on the Contractor's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees or transfer or remove from the performance of the services any supervisory or managerial personnel without the Client's prior written consent (such consent not to be unreasonably withheld or delayed).
- 10** The Contractor shall indemnify and keep indemnified in full the Client and each and every New Contractor against all Employment Liabilities arising from or connected with:
 - 10.1** any person who is or has been employed or engaged by the Contractor or any Sub-Contractor in connection with the provision of any of the Services; or
 - 10.2** any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Contractor and/or any Sub-Contractor),
 - 10.3** any failure by the Contractor and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation

under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.

- 10.4 any failure by the Contractor or any Sub-Contractor to supply or delay in supplying the Staffing Information, the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Employee Liability Information and any other information herein required (or inaccuracy or incompleteness of the same) or to inform and consult in accordance with TUPE;
- 10.5 any failure on the part of the Contractor or any Sub-Contractor to provide the Relevant Employees with any benefit of any nature including Appropriate Pension Provision or failure to make all due payments to the Relevant Employees or Pension Fund;
- 10.6 any failure or omission of any legal or statutory obligation on the Contractor;
- 10.7 any claim by any Relevant Employee arising out of any personal injury or injury at work of whatever nature prior to the termination of the Contract; and
- 10.8 any other obligations of or arising under the Contract,

whether any such claim arises on or after the Service Transfer Date if it has its origins before such date.

- 11** The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
- 12** The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to clause 2 to 23.11, to the extent necessary to ensure that any New Contractor shall have the right to enforce the obligations owed to, and indemnities given to, the New Contractor by the Contractor or the Client in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
- 13** Despite clause 12, it is expressly agreed that the parties may by agreement rescind or vary any terms of this Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

Schedule 6 Commercially sensitive information

**[DETAILS OF ANY CONTRACTOR INFORMATION TO BE CLASSIFIED AS
COMMERCIALY SENSITIVE]**

Schedule 7 Data processing

Processing by the Contractor

Scope

Nature

Purpose of processing

Duration of processing

Types of Personal Data

Categories of Data Subject

Schedule 8 Confidential Waste Management

Scope and Application

1 This Schedule applies solely to waste designated by the Client as Confidential Waste.

Collection and Transport

2 The Contractor shall:

2.1 use secure, lockable containers for all Confidential Waste;

2.2 maintain chain of custody procedures from collection point to disposal;

2.3 transport Confidential Waste in secure vehicles, with access restricted to authorised personnel; and

2.4 ensure vehicles carrying Confidential Waste comply with applicable environmental and safety regulations.

3 Only personnel trained in handling confidential or sensitive materials may collect, transport, or process Confidential Waste.

Processing and Disposal

4 Confidential Waste shall be processed in compliance with:

4.1 BS EN 15713 or equivalent secure disposal standards; and

4.2 any additional Client specific instructions regarding storage, shredding and destruction.

5 The Contractor shall:

5.1 shred, destroy or otherwise irreversibly render Confidential Waste unreadable or unusable;

5.2 maintain an internal log of destruction events, including date, quantity, method and responsible personnel; and

5.3 provide the Client with certificates of destruction for each batch of Confidential Waste within 5 Working Days of disposal.

Recordkeeping and Audit

- 6** The Contractor shall maintain secure records of all Confidential Waste collection, transfer and destruction, for a minimum of 6 years.
- 7** The Client (or its auditors) may audit compliance with this Schedule at reasonable intervals, with at least 5 Working Days' notice.
- 8** The Contractor shall provide all requested records, logs and certificates of destruction promptly during audits.

Breach Reporting

- 9** The Contractor shall immediately notify the Client if:
 - 9.1 Confidential Waste is lost, stolen or compromised;
 - 9.2 there is suspected or actual mishandling by Contractor Personnel or Subcontractors; or
 - 9.3 any incident occurs that may lead to a data breach, confidentiality breach, or regulatory exposure.
- 10** Notification shall include:
 - 10.1 date and time of incident;
 - 10.2 details of the waste involved;
 - 10.3 actions taken to contain or recover applicable data; and
 - 10.4 proposed corrective measures to prevent recurrence.

Subcontractors

- 11** Any Subcontractor handling Confidential Waste shall:
 - 11.1 be approved in writing by the Client prior to engagement;
 - 11.2 enter into an agreement incorporating terms substantially similar to this Schedule 12; and
 - 11.3 comply with the same secure handling, destruction and reporting obligations as the Contractor.

Liability

- 12** The Contractor's liability for breach of this Schedule is subject to the limits and caps set out in clause 20 of the Contract.

Data Protection

- 13** All Personal Data within Confidential Waste is subject to clause 23 of the Contract.