

DATED

2026

(1) HYBU CIG CYMRU – MEAT PROMOTION WALES

and

(2) []

**SERVICES AGREEMENT
For the provision of
IT Managed Service Provider**

THIS AGREEMENT is made the [] day of [] 2026

BETWEEN:

- (1) **HYBU CIG CYMRU – MEAT PROMOTION WALES** a company limited by guarantee incorporated in England and Wales (company number 04635113) whose registered office is at Ty Rheidol, Parc Merlin, Aberystwyth, SY23 3FF (“HCC”); and
- (2) **[Note: name and details to be inserted]** (the “Service Provider”).

WHEREAS:

- (A) On 15 June 2026 HCC published a contract notice on Find my Tender (FTS) launching a tender process and inviting persons interested in hiring certain goods and providing certain services, including the Goods and the Services, to HCC, to submit responses to HCC’s invitation to tender.
- (B) The Service Provider participated in the tender process and submitted a response to HCC’s invitation to tender.
- (C) The Service Provider’s tender to be selected as provider of the Services to HCC was successful and accordingly HCC wishes the Service Provider to provide the Services to HCC on the terms and conditions set out in this Agreement.

IT IS AGREED as follows:

1 Definitions and Interpretation

In this Agreement:

- 1.1 the following words and expressions shall have the following meanings:

“Animal Disease Incident”	any animal related incident leading to government contingency plans;
“Applicable Law”	means: <ul style="list-style-type: none">(a) any law, statute, regulation, byelaw or subordinate legislation in force from time to time to which a party is subject;(b) the common law and laws of equity as applicable to the parties from time to time;(c) any binding court order, judgment or decree; or(d) any applicable direction, policy, rule or order that is binding on a party and that is made or given by any regulatory body having jurisdiction over a party;
“Best Practice”	that degree of skill, care, diligence and prudence reasonably and ordinarily expected from experienced

	and competent persons engaged in the hire of goods similar to the Goods and the provision of services similar to the Services under similar circumstances and conditions; in accordance with all methods, standards and practices customarily used in good and prudent industry practice; using or procuring the use of processes compliant with all applicable laws and legal obligations and with any relevant British, European or international standards, specifications and codes of practice and such other equivalent standards, specifications or codes of practice that may be in force from time to time during the Term; and using appropriately experienced, skilled, qualified and trained personnel;
"Business Day"	any day other than Saturday, Sunday and public holidays in England and Wales;
"Charges"	the charges detailed in in Schedule 2;
"Commencement Date"	11 May 2026
"Confidential Information"	means: <ul style="list-style-type: none"> (a) in relation to HCC, collectively and individually any and all information whether of a technical, commercial or financial nature relating to HCC's business, objectives, products (including any confidential information within the Materials), services, technology, customers and/or suppliers, in whatever form and on whatever media held; (b) in relation to the Service Provider, any information relating to the Service Provider's business, objectives, products, services, technology, customers and/or suppliers (but excluding any confidential information within the Materials), that is either disclosed by the Service Provider to HCC in writing and marked "confidential" or disclosed by the Service Provider to HCC orally and confirmed by the Service Provider in writing and marked "confidential" within five (5) days of the date of the Service Provider's oral disclosure;
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression Change of Control shall be construed accordingly;

“Controller”	has the meaning given to that term (or to the term “Data Controller”) in the Data Protection Legislation;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
“Data Processor”	has the meaning given to that term in the Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Officer”	as defined in the Data Protection Legislation;
“Data Protection Legislation”	means: 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 No. 2426) as amended; and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of Personal Data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant data protection or supervisory authority and applicable to a party.
“Data Subject”	as defined in the Data Protection Legislation;
“Data Subject Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“DPA”	means the Data Protection Act 2018;
“Environmental Information Regulations”	the Environmental Information Regulations 2004;
“FOIA”	the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner from time to time in relation thereto;
“Force Majeure Event”	act of God, war, riot, civil commotion, terrorist attack, nuclear, chemical or biological contamination, fire, flood or storm;
“GDPR”	means the General Data Protection Regulation (<i>Regulation (EU) 2016/679</i>);
“Goods”	Any physical items necessary for the performance of the services
“Information”	has the meaning given under section 84 of the FOIA;

<p>“Insolvency”</p>	<ul style="list-style-type: none">(a) the presentation of a petition or the convening of a meeting for the purpose of considering a resolution, for the winding up or dissolution of, the passing of any resolution for the winding up or dissolution of, or the making of a winding up order against or order for the dissolution of, a party;(b) the appointment of a receiver, administrative receiver, receiver and manager, administrator, sequestrator or similar officer over all or any of the assets or undertaking of a party, the making of an administration application, or the making of an administration order or presentation of an administration petition, in relation to a party;(c) the proposal of, application for or entry into of a compromise or arrangement or voluntary arrangement, or any other scheme in satisfaction or composition of any of its debts or any other arrangement for the benefit of its creditors generally, by a party with any of its creditors (or any class of them) or any of its members (or any class of them) or the taking by a party of any action in relation to any of the same or the filing of any documentation for the purpose of obtaining a moratorium pursuant to section 1A and paragraph 7 of schedule A1 of the Insolvency Act 1986 in relation to a party;(d) the taking by any creditor (whether or not a secured creditor) of possession of, or the levying of distress or enforcement or some other process upon, all or part of the property, assets or undertaking of a party, or the service of a notice of enforcement under paragraph 7 of schedule 12 of the Tribunals, Courts and Enforcement Act 2007, or the taking control of goods pursuant to that schedule, in relation to a party;(e) the suspension or threatened suspension of payment of its debts by a party or a party being unable to pay its debts as they fall due or admitting its inability to pay its debts or a party (being a company) being deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (with the words “proved to the satisfaction of the court” deemed to be omitted from that section for these purposes) or a party (being a natural person) being deemed unable to pay its debts or as having no reasonable prospect of doing so, in either case, within the meaning of section 268 of the Insolvency Act 1986 or a party (being a partnership) having any partner to whom any of the foregoing apply;
---------------------	---

	<p>(f) the presentation of a petition for bankruptcy, or the making of a bankruptcy order, in respect of party or the occurrence of circumstances in respect of a party which would enable the presentation of a bankruptcy petition under Part IX of the Insolvency Act 1986 or the making of an application for an interim order or the making of an interim order under section 252 of the Insolvency Act 1986 in relation to a party or, where a party is a partnership, the occurrence of any of the foregoing events in relation to any individual partner in that partnership;</p> <p>(g) the ceasing by a party to carry on the whole or a substantial part of its business;</p> <p>(h) a party, being a natural person, dying or, by reason of illness or incapacity (whether mental or physical) being incapable of managing his or her own affairs or becoming a patient under any mental health legislation; or</p> <p>(i) the occurrence of an event or circumstance in relation to a party similar to any of those referred to in paragraphs (a) to (h) above in any jurisdiction other than England and Wales;</p> <p>and the term “Insolvent” shall be construed accordingly;</p>
“Intellectual Property Rights”	<p>collectively any and all intellectual property rights arising or subsisting in any part of the world including:</p> <p>(a) inventions, patents, registered designs, domain names, trademarks (whether registered or unregistered), applications for any of the foregoing and the right to apply therefor in any country of the world;</p> <p>(b) copyrights, rights in the nature of copyrights, moral rights, design rights and database rights;</p> <p>(c) trade names and logos;</p> <p>(d) know-how and trade secrets; and</p> <p>(e) all or any similar or equivalent rights;</p>
“Key Personnel”	<p>those of the personnel who were proposed in the Service Provider’s response to HCC’s invitation to tender;</p>
“Law”	<p>means any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section</p>

	2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;
“LED”	means the Law Enforcement Directive (<i>Directive (EU) 2016/680</i>);
“Materials”	<p>any and all documents, works, literature, manuals, reports, drawings, designs, artwork, data, models, prototypes, materials, photographs, films, sound recordings and voice-overs (in whatever form and on whatever media held) which are:</p> <p>(a) provided by HCC to the Service Provider;</p> <p>(b) provided to HCC by the Service Provider in the course of hiring the Goods and providing the Services and/or which are acquired, created, originated, conceived, designed, developed or otherwise prepared by the Service Provider (and/or its sub-contractor) in the course of hiring the Goods and providing the Services or otherwise in connection with the provision of the Services,</p> <p>including, in each case, any and all copies thereof and extracts therefrom in whatever form and on whatever media held;</p>
“Month”	a calendar month during the Term (or part thereof in the case of the last such month); and “Monthly” shall be construed accordingly;
“Personal Data”	as defined in the Data Protection Legislation;
“Personal Data Breach”	as defined in the Data Protection Legislation;
“Pre-Approved Costs and Expenses”	has the meaning set out in clause 7.4;
“Processor”	as defined in the Data Protection Legislation;
“Processor Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement;
“Protected Data”	means Personal Data received by the Service Provider from or on behalf of HCC, or otherwise obtained by the Service Provider in connection with the performance of the Service Provider’s obligations under this Agreement;
“Protective Measures”	appropriate technical and organisational measures which may include: pseudonymising, anonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and

	services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
“Records”	has the meaning set out in clause 9.1;
“Requests for Information”	has the meaning set out in FOIA, and shall include any apparent request for information under the FOIA or the Environmental Information Regulations;
“Services”	the services detailed in Schedule 1;
“Source Materials”	together: (a) any materials incorporated in any Goods or in any Materials (other than Materials provided by HCC to the Service Provider), the Intellectual Property Rights in which are owned by a Third Party, including performance rights, music and photographs; and (b) any off-the-shelf goods the Intellectual Property Rights in which are owned by a Third Party;
“Sub-processor”	any Third Party appointed to process Personal Data on behalf of that Processor related to this Agreement;
“Term”	the period during which this Agreement is in force and effect pursuant to the provisions of clause 15.1;
“Third Party”	any person other than HCC or the Service Provider;
“UK Data Protection Legislation”	all applicable data protection and privacy legislation in force from time to time in the UK including the GDPR; the DPA; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

- 1.2 references to recitals, clauses and Schedules are references to recitals and clauses of and schedules to this Agreement;
- 1.3 a reference to any statute or statutory provision shall include any subordinate legislation made under the relevant statute or statutory provision and shall be construed as a reference to such statute, statutory provision or subordinate legislation as it may have been, or may from time to time be, amended, modified or re-enacted (with or without modification);
- 1.4 references to a “person” shall be construed so as to include any individual, firm, corporation, government, state or agency of a state or any joint venture, trust, association or partnership (whether or not having separate legal personality);

- 1.5 references to any gender shall include every gender, and the singular shall include the plural and vice versa;
- 1.6 references to “indemnify” and “indemnifying” any person against any circumstance include indemnifying and keeping that person harmless from all actions, claims and proceedings from time to time made against that person and all loss and damage and all payments, costs and expenses (including legal and other reasonable professional fees and expenses and taxes) made or incurred by that person as a consequence of or which would not have arisen but for that circumstance;
- 1.7 references to writing shall include any mode of reproducing words in a legible and non-transitory form;
- 1.8 references to a “party” or the “parties” are to a party or the parties to this Agreement;
- 1.9 references to any English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall in respect of any jurisdiction other than England be deemed to include what most nearly approximates in that jurisdiction to the English legal term (and references in this paragraph to “England” and “English” shall also include a reference to “Wales” and “Welsh” respectively);
- 1.10 the rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things;
- 1.11 general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words;
- 1.12 the Schedules form part of this Agreement and shall have the same force and effect as if expressly set out in the body of this Agreement, and any reference to this Agreement shall include the Schedules;
- 1.13 the recitals and headings to clauses and Schedules are for convenience only and shall not affect the construction or interpretation of this Agreement.

2 Scope of Agreement

This Agreement governs the overall relationship between the parties with regard to the supply of Services by the Service Provider to HCC during the Term.

3 Provision of Services

- 3.1 The Service Provider shall, at all times during the Term, provide the Services in accordance with:
 - (a) Best Practice; and
 - (b) the terms and conditions set out in this Agreement.

- 3.2 The Service Provider shall immediately notify HCC in writing if it is for any reason unable to provide the Services or any of them. Any such notification shall be without prejudice to any rights which HCC may have whether under this Agreement or otherwise at law or in equity in respect of such inability of the Service Provider to provide Services or any of them.

4 Obligations of the Service Provider

4.1 The Service Provider shall, at all times during the Term,:

- (a) comply with any and all applicable laws and legal obligations relating (whether in whole or in part) to the hire of the Goods and the provision of the Services, including health and safety and non-discrimination laws, regulations and codes of practice;
- (b) obtain and maintain in force all necessary licenses, permits, consents and authorisations required from time to time for the hire of the Goods and the provision of the Services;
- (c) provide HCC and its officers, employees, agents and representatives with such access to the Service Provider's premises and any other premises from which the Goods are hired or the Services are performed from time to time at such times as HCC reasonably requires for the purposes of inspecting the facilities at such premises, the Goods, the provision of the Services and the compliance by the Service Provider with the terms and conditions of this Agreement and any Contracts;
- (d) provide and make available such access to and assistance from such of the Service Provider's personnel as HCC may reasonably require from time to time;
- (e) procure that the Service Provider's personnel that have occasion to visit or carry out any work at HCC's premises or at a Third Party's premises (including when delivering, installing, dismantling and collecting the Goods), act when so doing in accordance with any instructions that may be issued by HCC or the Third Party and comply in all respects with the site rules applicable from time to time at such premises;
- (f) promptly notify HCC of any matter, thing or relationship which would or might conflict with the full and proper performance of its obligations under this Agreement or any Contract;
- (g) promptly notify HCC of any change (whether permanent or temporary) to the identity of the personnel involved in the performance of this Agreement or any Contract;
- (h) without prejudice to the provisions of clause 20, promptly notify HCC of any change to the Service Provider's contact details from time to time; and
- (i) promptly notify HCC if any change of control occurs in relation to the Service Provider. For the purposes of this clause 4.1(i), a "change of control" means that a person who did not previously have control (as that term is defined in section 840 of the Income and Corporation Taxes Act 1988) of the Service Provider acquires control of the Service Provider.

- 4.2 The Service Provider shall not at any time use the name of HCC or any trade marks (whether registered or unregistered) or trade names of HCC without the prior written consent of HCC. In using such names and marks with the prior written consent of HCC, the Service Provider shall comply with any and all directions given by HCC from time to time in respect of such use.
- 4.3 The Service Provider confirms that it has not prior to the date hereof offered or given or agreed to give and shall not offer or give, or agree to give, to any officer, employee or representative of HCC any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any Contract or any other contract with HCC or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any Contract or any such other contract, and shall procure that no such acts or omissions shall be done by any person employed by it or acting on its behalf.
- 4.4 The Service Provider shall, at all times during the Term and for a period of ten (10) years thereafter, obtain and maintain in force with reputable insurers:
- (a) all insurances required by law; and
 - (b) all insurances required to cover its potential liabilities under or in connection with this Agreement including without limitation insurance at the following levels of cover:
 - i. Public & Product liability - £1,000,000 (in aggregate for all claims);
 - ii. Employer's liability - £5,000,000 (in aggregate for all claims);
- 4.5 The Service Provider shall provide HCC with written evidence of compliance with its obligations at clause 4.4 promptly upon request.

5 Obligations of HCC

- 5.1 HCC shall:
- (a) perform the Customer Obligations;
 - (b) provide to the Service Provider from time to time such information relating to the business of HCC as the Service Provider may reasonably require in order to enable it to fulfil its obligations under this Agreement;
 - (c) allow the Service Provider such access to HCC's premises at such reasonable times as may be necessary for the proper performance of the Service Provider's obligations under this Agreement;
 - (d) take all reasonable precautions to ensure the health and safety of the Service Provider's employees, officers, agents and sub-contractors while they are at HCC's premises.

6 Key Personnel

- 6.1 The Service Provider shall use all reasonable endeavours to ensure that the Key Personnel remain employees of the Service Provider and available to participate in the performance of this Agreement.
- 6.2 The Service Provider shall notify HCC in writing of any matters or circumstance which could affect the availability of the Key Personnel promptly upon becoming aware of the same.
- 6.3 If any of the Key Personnel are unavailable to participate in the performance of any Contract at any time the Service Provider shall propose a suitable replacement to HCC in writing. No replacement for any Key Personnel shall be permitted to participate in the performance of the relevant Contract unless HCC has given its prior written approval of such replacement. If no replacement acceptable to HCC can be found, HCC shall be entitled by notice in writing to the Service Provider to terminate this Agreement with immediate effect.
- 6.4 The Service Provider shall promptly upon receiving written notice from HCC to do so remove or procure the removal of any personnel from any involvement in or with the performance of this Agreement or any Contract whose conduct or behaviour is considered by HCC to be prejudicial to the interests, reputation or goodwill of HCC or inappropriate given the nature of the Goods and Services. The decision of HCC as to whether any Personnel is to be so removed shall be final and conclusive. HCC shall under no circumstances have any liability to the Service Provider or to any such personnel in respect of such removal. The removal of any personnel under this clause 6.4 shall not relieve the Service Provider of any of its obligations under this Agreement.

7 Charges

- 7.1 In consideration for the hire of Goods and the provision of Services in accordance with the provisions of this Agreement and the relevant Purchase Order, HCC shall pay the Charges to the Service Provider in accordance with the provisions of this clause 7.
- 7.2 The Charges are exclusive of value added tax which, where applicable, shall be paid by HCC to the Service Provider in addition to the Charges at the rate and in the manner prescribed by law from time to time.
- 7.3 Unless otherwise expressly provided in Schedule 2, the Charges are inclusive of any and all costs, charges and expenses incurred by the Service Provider in connection with the hire of Goods and the provision of Services including taxes, duties, travelling, accommodation and subsistence costs, transport, carriage, freight, packaging, insurance and delivery costs.
- 7.4 If Schedule 2 provides that any costs or expenses are payable by HCC in addition to the Charges, the Service Provider must supply evidence of those costs and expenses and obtain HCC's prior written approval of the amount of all such costs and expenses before incurring the same. HCC will only reimburse to the Service Provider costs and expenses which have been pre-approved by HCC in accordance with the provisions of this clause 7.4 ("Pre-Approved Costs and Expenses").
- 7.5 The Charges (together with any applicable value added tax thereon and, if applicable, Pre-Approved Costs and Expenses) shall be paid by HCC to the Service Provider in

arrears in accordance with the provisions of this clause 7.5. Promptly following the end of each Month the Service Provider shall submit to HCC:

- (a) an invoice (which, where applicable, shall be a valid value added tax invoice) for the Charges and value added tax thereon and, if applicable, Pre-Approved Costs and Expenses, relating to the Services provided in such Month; and
- (b) invoices, receipts or other documentary evidence confirming amount of Pre-Approved Costs and Expenses and

Subject to the Service Provider's compliance with the provisions of clause 7.4 and this clause 7.5, each undisputed invoice rendered in accordance with the provisions of this clause 7.5 shall be paid by HCC within thirty (30) days of the date of receipt thereof, provided that the relevant Services have been performed to the satisfaction of HCC and the relevant Goods hired were to the satisfaction of HCC.

- 7.6 If any of the Charges are calculated on the basis of time spent in providing the Services, HCC shall not be required to make any payment relating to any time spent by the Service Provider in providing the Services which is in excess of the maximum permitted time for Service provision specified.
- 7.7 If, pursuant to the provisions of the relevant Purchase Order, Charges are calculated on the basis of time spent in providing the Services, HCC shall not be required to make any payment relating to any time spent by the Service Provider in providing the Services which is in excess of the maximum permitted time for Service provision specified in the relevant Purchase Order.
- 7.8 Where any amount is payable by HCC to the Service Provider under or in connection with this Agreement, HCC shall be entitled to set-off against that amount any amount payable to HCC at any time by the Service Provider on any account whatsoever.

8 Title and Intellectual Property Rights

- 8.1 Unless the parties agree otherwise, title to and risk of loss or damage in the Goods shall remain with the Service Provider throughout the Term.
- 8.2 Title to those of the Materials provided to HCC by the Service Provider shall pass to HCC upon the date on which the same are acquired, created, originated, conceived, developed, designed or otherwise prepared.
- 8.3 The parties acknowledge and agree that any and all Intellectual Property Rights in and to the Materials but excluding the Source Materials ("Materials IPR") shall belong to and vest in HCC absolutely and, in the case of Materials IPR in Materials other than those provided to the Service Provider by HCC, the Service Provider hereby:
 - (a) assigns to HCC absolutely with full title guarantee all worldwide right, title and interest in and to any and all future copyrights, rights in the nature of copyright, database rights and UK unregistered design rights comprised within the Materials IPR to the intent and with the effect that all such rights shall vest in HCC automatically and immediately on the date that such rights are acquired, created, originated, conceived, developed, designed or otherwise prepared; and

- (b) agrees to assign to HCC absolutely with full title guarantee all worldwide right, title and interest in and to all other Materials IPR for the full term thereof including all renewals thereof and extensions thereto together with all rights, benefits or powers arising or accrued therefrom including the right to sue for damages and other remedies in respect of any past or existing infringements thereof.
- 8.4 If the relevant Purchase Order expressly states that the provisions of clause 8.3 are not to apply in respect of the relevant Contract, the Service Provider hereby grants to HCC a royalty-free, non-exclusive, irrevocable, freely transferable licence (together with the right to grant sub-licences thereunder on such terms as HCC shall in its absolute discretion decide) to use such Materials IPR worldwide for the full term thereof (including any renewals or extensions thereto) to enable HCC freely to use and to exploit such Materials IPR (in whatever form, by whatever means and on whatever media).
- 8.5 The Service Provider shall procure that the benefit of any applicable provision of law known as "droit morale" or moral right in force at any time in any part of the world arising in connection with the Materials (other than any materials provided to the Service Provider by HCC) is irrevocably and unconditionally waived.
- 8.6 The Service Provider shall obtain all necessary licences, permits, consents and permissions to permit HCC to use the Source Materials without any restriction whatsoever and without the making of any payment to any person.
- 8.7 The Service Provider shall at the cost and request of HCC do all such acts and execute all such documents as HCC may from time to time require to secure or properly to vest in HCC all rights, title and interest assigned or to be assigned to HCC pursuant to this clause 8.

9 Records, Audit, Reports and Meetings

- 9.1 The Service Provider shall keep or cause to be kept full and accurate records of all matters relating to the hire of the Goods and the provision of the Services, including Charges and Pre-Approved Costs and Expenses incurred ("Records").
- 9.2 The Service Provider shall, during the Term and for a period of ten (10) years thereafter, grant HCC and its representatives (including HCC's external auditors, the Auditor General Wales and the Welsh Government) such access to the Records, together with such copies of or extracts from the same as HCC or such representatives may reasonably require for the purpose of auditing and reporting on the operation of and compliance with this Agreement and any and all Contracts by the Service Provider. The cost of any such audit shall be borne by HCC, save where any such audit reveals any area of non-compliance with this Agreement or any Contract by the Service Provider, in which case the costs of such audit shall be reimbursed by the Service Provider to HCC promptly upon request.
- 9.3 If any audit carried out by or on behalf of HCC reveals any area of non-compliance with this Agreement or any Contract by the Service Provider, HCC shall notify the same to the Service Provider in writing as soon as reasonably practicable and upon receipt of such notice the Service Provider shall as soon as reasonably practicable and in any event within twenty one (21) days of such notification rectify any such non-compliance and implement any audit recommendation. Such rectification shall be without prejudice to any other rights or remedies to which HCC may be entitled whether under this

Agreement or any Contract or otherwise at law as a result of or in connection with such non-compliance.

- 9.4 Without prejudice to the Service Provider's obligations under clause 9.1, the Service Provider shall provide to HCC such reports relating to the hire of the Goods and the performance of the Services in such formats as HCC may require from time to time.
- 9.5 The Service Provider shall attend such meetings with HCC at such locations as HCC may require from time to time.

10 Warranties and Indemnities

10.1 The Service Provider warrants and represents to HCC as follows:

- (a) it has full capacity and authority and all necessary licences, permits, consents and authorisations to enter into this Agreement and any and all Contracts and to hire the Goods and to provide the Services and to perform its obligations under this Agreement;
- (b) it is not under any obligation to any person whether express or implied which would or might conflict with the full and proper performance of its obligations under this Agreement;
- (c) it shall provide the Services in accordance with Best Practice;
- (d) any and all information provided to HCC by the Service Provider prior to the Commencement Date is true, complete and accurate and is not misleading in any respect;
- (e) all Materials (other than those Materials (if any) provided to the Service Provider by HCC) and all and any advice provided as part of or in connection with the hire of the Goods and the provision of the Services shall be accurate, adequate and complete and comply in all respects with all applicable laws and legal obligations;
- (f) all Goods (and all parts thereof) and all Materials (other than those Materials (if any) provided to the Service Provider by HCC) shall be of the best available design, quality, workmanship and finish;
- (g) all Goods (and all parts thereof) and all Materials (other than those Materials (if any) provided to the Service Provider by HCC) shall be suitable for HCC's purposes;
- (h) all Goods (and all parts thereof) and all Materials (other than those Materials (if any) provided to the Service Provider by HCC) shall conform fully with any specifications therefor;
- (i) all Goods (and all parts thereof) shall comply with the requirements of all U.K. and EU legislation in force at the date of delivery and installation of the Goods relating to goods of the type in question; and

- (j) the use and/or possession of Goods (and all parts thereof) and Materials (other than those Materials (if any) provided to the Service Provider by HCC) by HCC will not infringe the Intellectual Property Rights or other rights of any person.
- 10.2 Each of the warranties set out in clause 10.1 shall be interpreted and construed as a separate and independent warranty and shall not be limited or restricted by reference to any other warranty or to any other provision of this Agreement.
- 10.3 If any Goods or Materials do not conform to any of the warranties set out in clauses 11.1(f), (g), (h) or (i), the Service Provider shall, at HCC's sole option and at the Service Provider's cost and expense and within seven (7) days of HCC notifying the Service Provider of any such non-conformity:
- (a) replace such Goods or Materials; or
 - (b) repair such Goods or Materials.
- 10.4 The provisions of clause **Error! Reference source not found.** shall apply to any repaired or replacement Goods or Materials provided by the Service Provider.
- 10.5 The Service Provider shall indemnify HCC against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by HCC arising out of, or in connection with:
- (a) any breach of any provision of this Agreement by the Service Provider, its officers, employees, agents or sub-contractors; and
 - (b) any negligence by the Service Provider, its officers, employees, agents or sub-contractors under or in connection with this Agreement.
- 10.6 The Service Provider shall indemnify HCC against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by HCC arising out of, or in connection with any infringement or alleged infringement of any Intellectual Property Rights of any Third Party by reason of HCC's use or possession of the Goods (or any part thereof) or Materials (other than those Materials (if any) provided to the Service Provider by HCC), subject to the following clauses:
- (a) HCC shall promptly notify the Service Provider in writing of any allegations of infringement of which it has notice and shall not make any admissions in relation thereto without the Service Provider's prior written consent (not to be unreasonably withheld or delayed); and
 - (b) HCC shall allow the Service Provider to conduct and/or settle all negotiations and litigation resulting from any such claim; and
 - (c) HCC shall, at the Service Provider's cost and expense and at the request of the Service Provider, afford all assistance for such negotiations or litigation as the Service Provider shall reasonably require.

- 10.7 If any claim, demand, action or proceeding is brought to which clause 10.5 may apply, the Service Provider shall, at HCC's request and at the Service Provider's cost and expense, use reasonable endeavours to:
- (a) procure the right for HCC to continue using and possessing the relevant Goods and Materials;
 - (b) make or procure the making of such alterations, modifications or adjustments to the relevant Goods or the affected parts of the same or the relevant Materials so as to render the same non-infringing; or
 - (c) replace the relevant Goods or the affected parts of the same or the relevant Materials with non-infringing substitutes.

11 Liability

- 11.1 Subject to the provisions of clauses 10.4, 10.5 and 11.3, to which the provisions of this clause 12.1 shall not apply, neither party shall be liable to the other party for any special, indirect or consequential loss or damage of whatsoever nature whether such loss or damage arises under contract, statute, tort (including negligence), or otherwise.
- 11.2 Subject to the provisions of clauses 10.4, 10.5 and 11.3, to which the provisions of this clause 12.2 shall not apply, the maximum aggregate liability of each party under or in connection with this Agreement in any calendar year whether arising under contract, statute, tort (including negligence), or otherwise shall in no circumstances and irrespective of the number of claims made exceed £1,000,000 (one million pounds sterling).
- 11.3 Nothing in this Agreement or any Contract shall be interpreted or construed as excluding or limiting the liability of either party:
- (a) for loss of contracts, loss of business, loss of revenue, loss of profits, depletion of goodwill or similar losses, loss of opportunity or anticipated savings; or
 - (b) for any damage to the other party's reputation; or
 - (c) loss or corruption of data or information or loss of use; or
 - (d) for death or personal injury resulting from its negligence; or
 - (e) for any damage or liability incurred as a result of its fraud or fraudulent misrepresentation; or
 - (f) for any matter in respect of which it would be illegal or unlawful to do so.

12 Force Majeure and **Animal Disease Incident**

- 12.1 If a Force Majeure Event occurs, the party affected by such Force Majeure Event (the "Affected Party") shall as soon as reasonably practicable notify the other party (the "Other Party") in writing of the occurrence of the Force Majeure Event, the impact of the Force Majeure Event upon the Affected Party's ability to perform its obligations under this Agreement and the likely duration thereof.
- 12.2 To the extent that and for so long as performance of any obligations under this Agreement is affected by the Force Majeure Event, performance of such obligations shall be suspended (save that performance by the Affected Party of its obligations under clause 12.1 shall not be suspended) and neither party shall be in breach of this Agreement or liable to the other party for any delay or failure in performing such obligations and:
- (a) any costs arising from the delay or failure will be borne by the party incurring those costs;
 - (b) the Affected Party shall use reasonable endeavours to take all necessary steps to bring the Force Majeure Event to a close or to find a solution by which this Agreement may be performed despite the Force Majeure Event; and
 - (c) the Other Party may, if any delay or failure continues for more than thirty (30) consecutive days, terminate this Agreement with immediate effect by notice in writing to the Affected Party and HCC shall not be liable to the Service Provider for any costs, expenses, damages or other losses suffered as a result of such termination.
- 12.3 If an Animal Disease Incident occurs during the Term and HCC considers the same may have an impact on HCC's ability to recover levies HCC shall be entitled to suspend or terminate this Agreement without any liability to the Service Provider by giving the Service Provider written notice with immediate effect.
- 12.4 Notwithstanding the provisions of this clause **Error! Reference source not found.**, HCC may terminate this Agreement with immediate effect with no penalty or liability whatsoever, by giving the Service Provider written notice of termination upon, in relation to or in connection with the issuance of any safety or health advisory, alert, warning or the implementation of any measures by the World Health Organization ("WHO") or any similar organisation, governmental body, HCC or other organisations with respect to the country or place where the Service Provider Services are to be or are being provided, upon, in relation to or in connection with the occurrence of any of the following events: (a) the outbreak of Coronavirus ("Covid-19") or other diseases and epidemics; (b) any strike or protest which causes substantial instability in the society, country or place where the Service Provider Services are to be or being provided; or (c) any other circumstances under which the WHO, any similar organisation, governmental body, HCC or other organisations may have reasonably issued such safety or health advisory, alert, warning or implemented such measures.

13 Cancellation

13.1 HCC shall be entitled to cancel this Agreement with immediate effect at any time by giving written notice to the Service Provider.

13.2 Upon cancellation of this Agreement in accordance with clause 13.1:

- (a) the Service Provider shall immediately discontinue work and
- (b) the Service Provider shall within a period of twenty one (21) days thereafter submit to HCC its invoice for costs and expenses already incurred pursuant to the Agreement at the date of cancellation to the extent to which the same would otherwise be an unavoidable loss to the Service Provider due to HCC's cancellation **PROVIDED ALWAYS THAT:**
 - (i) such costs and expenses shall not be more than the Charges and Pre-Approved Costs and Expenses that would have been payable to the Service Provider under such Agreement but for such cancellation; and
 - (ii) the Service Provider shall take all reasonable steps to mitigate such costs and expenses.

HCC shall pay the Service Provider's invoice submitted in accordance with the provisions of this clause 13.2(b) within thirty (30) days of the date of receipt of the same. Payment of such invoice shall be in full and final settlement of any liability that HCC may have to pay Charges and Pre-Approved Costs and Expenses to the Service Provider under or in connection with this Agreement and shall be HCC's only liability to the Service Provider in respect of such cancellation.

14 Term and Termination

14.1 This Agreement shall commence on the Commencement Date and, unless cancelled in accordance with clause 13.1 or terminated earlier in accordance with the provisions of clauses 12.2(c), 12.3, 14.3 or 14.4, shall continue in force until midnight on 31 March 2029.

14.3 Without prejudice to any other rights or remedies to which it may be entitled under this Agreement or at law or in equity, HCC may terminate this Agreement with immediate effect by giving notice in writing to the Service Provider if:

- (a) any act, omission or conduct on the part of the Service Provider, its officers, employees, representatives or sub-contractors, may, in the reasonable opinion of HCC, bring HCC into disrepute;
- (b) the Service Provider or any of its officers, employees, representatives or sub-contractors is or are convicted of any criminal offence (other than a road traffic offence which does not result in imprisonment);
- (c) the Service Providers experiences a Change of Control;
- (d) the Service Provider is in breach of clause 4.4 of this Agreement;

- (e) the Service Provider is in breach of clause 10.1(d) of this Agreement;
- (f) this Agreement has been subject to a substantial modification which would have required a new tender process in accordance with section 74(3) of the Procurement Act 2023;
- (g) the Service Provider, has, at the time of the award of this Agreement, been in one of the situations referred to in Schedule 6 or 7 of the Procurement Act 2023, and should therefore have been excluded from the tender process for this Agreement; or

14.4 Without prejudice to any other rights of remedies to which it may be entitled under this Agreement or at law in equity, either party may terminate this Agreement forthwith by giving notice in writing to the other party with immediate effect if:

- (c) the other party is in material breach of this Agreement and, in the case of a material breach capable of being remedied, fails to remedy such breach within thirty (30) days of written notice of such breach from the terminating party; or
- (d) the other party becomes Insolvent.

15 Effects of Expiry or Termination

15.1 Upon expiry or termination of this Agreement howsoever arising and subject always to the provisions of this clause 15:

- (a) all rights and obligations under this Agreement shall immediately cease and determine without prejudice to any rights of action then accrued thereunder including any rights which either party may have in respect of a claim for damages for breach by the other party or under any indemnity; and
- (b) the Service Provider shall procure that all Materials, and all Confidential Information belonging to HCC, in its possession or control together with all copies thereof and extracts therefrom shall be delivered to HCC or, if HCC shall so direct in writing, destroyed or (as appropriate) erased and the Service Provider shall confirm such return, destruction or erasure (as the case may be) in writing to HCC within fourteen (14) days of the date of expiry or termination of this Agreement.

15.2 The following clauses shall survive the expiry or termination of this Agreement howsoever arising: 4.4, 4.5, 7.7, 8, 9.2, 9.3, 10, 11, 13.2, 15, 16, 17, 18, 19, 20, 22 and 23.

16 Data Protection

- 16.1 The parties acknowledge that for the purposes of the Data Protection Legislation, HCC is the Controller and the Service Provider is the Processor unless otherwise specified in Schedule 3. The only processing that the Processor is authorised to do is listed in Schedule 3 by the Controller and may not be determined by the Processor.
- 16.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 16.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 16.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Schedule 3, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 3);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - (A) are aware of and comply with the Processor's duties under this clause 16;
 - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any Third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

- (D) have undergone adequate training in the use, care, protection and handling of Personal Data; and
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination, cancellation or expiry of this Agreement unless the Processor is required by Law to retain the Personal Data.

16.5 Subject to clause 16.6, the Processor shall notify the Controller immediately if it:

- (a) receives a Data Subject Request (or purported Data Subject Request);
- (b) receives a request to rectify, block or erase any Personal Data;
- (c) receives any other request, complaint or communication relating to either party's obligations under the Data Protection Legislation;
- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any Third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

16.6 The Processor's obligation to notify under clause 16.5 shall include the provision of further information to the Controller in phases, as details become available.

16.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 16.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

- (a) the Controller with full details and copies of the complaint, communication or request;

- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Data Loss Event;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 16.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause 16. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 16.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 16.10 Each party shall designate its own data protection officer if required by the Data Protection Legislation.
- 16.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
- (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 16 such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 16.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 16.13 The Controller may, at any time on not less than 30 Business Days' notice, revise this clause 16 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

16.14 The parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Business Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

17 Confidentiality

17.1 Each party (the "Recipient") **HEREBY AGREES** in relation to the Confidential Information of the other party (the "Disclosing Party"):

- (a) to keep the Confidential Information confidential;
- (b) not to use the Confidential Information otherwise than for the purposes of this Agreement; and
- (c) to disclose the Confidential Information only on a need to know basis and in confidence to those of its employees, officers and sub-contractors who require knowledge thereof for the purposes of this Agreement and who are subject to obligations of confidentiality to the Recipient and in confidence to those of its professional advisors and/or auditors who are required to provide advice in respect of this Agreement.

17.2 The restrictions on disclosure contained in clause 17.1(c) shall not apply to information:

- (a) which is in the public domain at the date of disclosure or subsequently enters the public domain otherwise than as a consequence of any unauthorised disclosure, act or omission by the Recipient, its officers, employees, sub-contractors, professional advisers or auditors; or
- (b) which is lawfully and properly in the possession of the Recipient at the time of disclosure and which was not obtained directly or indirectly from the Disclosing Party as evidenced by the written records of the Recipient; or
- (c) which is received from a third party otherwise than in breach (whether directly or indirectly) of any confidentiality or fiduciary obligation to the Disclosing Party and where such third party had a bona fide right to disclose the same to the Recipient.

For the purposes of this clause 17.2, Confidential Information shall not be considered to be in the public domain merely because parts of it are known or because it is known to a few people but is not generally freely available.

17.3 Nothing in this clause 17 shall prevent the Recipient from making a disclosure of the Disclosing Party's Confidential Information to the extent required by any applicable law or by any supervisory or regulatory body to whose rules the Recipient is subject or with whose rules it is necessary for the Recipient to comply **PROVIDED ALWAYS THAT** in the case of HCC's Confidential Information, the Service Provider shall notify HCC of such a disclosure as soon as reasonably practicable upon becoming aware that such a disclosure may be required to be made.

17.4 Without prejudice to the generality of clause 17.3, nothing in this clause 17 shall prevent HCC from making a disclosure of the Service Provider's Confidential Information to

HCC's external auditors, the Auditor General Wales and the Welsh Government, whether pursuant to an audit pursuant to clause 9 of this Agreement or otherwise.

- 17.5 No announcement, disclosure or publication in any medium concerning the existence or subject matter of this Agreement or any ancillary matter shall be made by the Service Provider at any time except as required by law or by any legal or regulatory authority or with the prior written approval of HCC.
- 17.6 The Service Provider shall and shall procure that its employees, officers, agents and sub-contractors shall abide by the provisions of the Official Secrets Acts 1911 and 1989.

18 Freedom of Information

- 18.1 The Service Provider acknowledges that HCC is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with HCC (at the Service Provider's expense) to enable HCC to comply with its Information disclosure requirements.
- 18.2 The Service Provider shall and shall procure that its sub-contractors shall:
- (a) transfer any Request for Information to HCC as soon as practicable after receipt and in any event within two (2) Business Days of receiving a Request for Information;
 - (b) provide HCC with a copy of all Information in its possession or power in the form that HCC requires within five (5) Business Days (or such other period as HCC may specify) of HCC requesting that Information; and
 - (c) provide all necessary assistance as reasonably requested by HCC to enable HCC to respond to a Request for Information within the time for compliance set out in the FOIA or the Environmental Information Regulations.
- 18.3 HCC shall be responsible for determining at its absolute discretion whether any Information
- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations; and
 - (b) is to be disclosed in response to a Request for Information
- and in no event shall the Service Provider respond directly to a Request for Information unless expressly authorised to do so by HCC.
- 18.4 The Service Provider acknowledges that HCC may be obliged under the FOIA or the Environmental Information Regulations to disclose Information:
- (a) without consulting with the Service Provider, or
 - (b) following consultation with the Service Provider and having taken its views into account.

18.5 Without prejudice to the provisions of clause 10, the Service Provider shall ensure that all information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit HCC to inspect such records as requested from time to time.

19 Anti Bribery

22.1 The Service Provider shall and shall procure that all persons associated with it or involved in the hire of Goods or the provision of Services shall:

- (a) comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption ("**Relevant Requirements**"), including the Bribery Act 2010 and not do, or omit to do, any act that may cause or lead HCC to be in breach of any of the Relevant Requirements;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such an activity, practice or conduct had been carried out in the UK;
- (c) have and shall maintain in force throughout the Term its own policies and procedures including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 20.1(b) and shall enforce them where appropriate;
- (d) promptly report to HCC any request or demand for any undue financial or other advantage of any kind received by the Service Provider in connection with the performance of this Agreement; and
- (e) immediately notify HCC in writing if a foreign public official becomes an officer or employee of the Service Provider or acquires a direct or indirect interest in the Service provider (and the Service Provider warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement).

20 Notices

20.1 Any demand, notice or other communication given or made under or in connection with this Agreement or any Contract shall be in writing and shall be given or made to the recipient at the address stated in clause 20.3 or sent by facsimile or by email to the recipient's facsimile number or email address (as applicable) stated in clause 20.3 or to such other address or facsimile number as either party may from time to time notify to the other party for this purpose, and in each case, marked for the attention of the person named below (or such substituted person as is notified by the recipient to the other party from time to time).

20.2 Every demand, notice or other communication addressed in accordance with the provisions of clause 20.3, shall be deemed to have been duly given or made, if delivered by hand, upon delivery at the address of the recipient party, if sent by first class post, two (2) Business Days after the date of posting, if transmitted by facsimile or email, at the time of transmission (provided a confirmatory letter is sent by first class post), provided that, where, in accordance with the above provisions, any demand, notice or other communication would otherwise be deemed to be given or made on a

day which is not a Business Day or after 5.30pm on a Business Day, such demand, notice or other communication shall be deemed to be given or made at 9.00am on the next Business Day.

20.3 HCC's details for service of notice are:

Address: Ty Rheidol, Parc Merlin, Aberystwyth, SY23 3FF, United Kingdom

Email Address info@hybucig.cymru

Marked for the Attention of: Head of Finance and Corporate Governance

The Service Provider's details for service of notice are:

Address: []

Email Address []

Marked for the Attention of: []

20.4 In proving service of a notice or communication, it shall be sufficient to prove that delivery was made or that the envelope containing the notice or communication was properly addressed and posted by first class post or that the facsimile message was transmitted to the facsimile number of the recipient or that the email was transmitted to the email address of the recipient (as the case may be).

20.5 The provisions of this clause 20 shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any other method of dispute resolution.

21 Assignment and Sub-Contracting

21.1 The Service Provider shall not without the prior written consent of HCC assign, novate, transfer, charge or deal in any other manner with this Agreement or any Contract or any of its rights thereunder, or purport to do so, nor sub-contract any or all of its obligations under this Agreement.

21.2 Any sub-contracting shall not relieve the Service Provider of any of its obligations under this Agreement and the Service Provider shall be responsible for the acts and omissions of its sub-contractors as though they were its own.

21.3 For the avoidance of doubt, HCC shall be entitled to assign, novate, transfer, sub-contract and otherwise dispose of any or all of its rights and obligations under this Agreement without the prior consent of the Service Provider, and the Service Provider shall enter into such agreements, including deeds of novation, as HCC may require from time to time in connection therewith.

22 Disputes

- 22.1 All disputes or differences between the parties arising out of or in connection with this Agreement including any question regarding its or their existence, validity or termination ("Dispute") shall, at the written request of either party, be referred to the Chief Executive Officer of HCC and the chairman or chief executive or equivalent of the Service Provider.
- 22.2 If the individuals referred to in clause 22.1 do not agree a resolution of the Dispute within ten (10) Business Days of the date of service of any such request, either party may require the other party by notice in writing to attempt to settle the Dispute by mediation in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure. Within five (5) Business Days of the date of service of such notice the parties shall each propose a mediator and shall seek to agree as to the selection of a mediator.
- 22.3 If the parties are unable to agree on a mediator within ten (10) Business Days of the date of service of the notice referred to in clause 22.2 or the mediator agreed upon is unable or unwilling to act and the parties cannot agree upon a substitute, either of the parties may apply to CEDR to appoint a mediator as soon as practicable.
- 22.4 The parties shall within five (5) Business Days of the appointment of the mediator (the "Mediator") meet with him in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. If considered appropriate, the parties (or either of them) may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.
- 22.5 All negotiations connected with the Dispute shall be conducted in strict confidence and without prejudice to the rights of the parties in any future proceedings.
- 22.6 If the parties reach agreement on the resolution of the Dispute, such agreement shall be reduced to writing and, once it is signed by the parties or their duly authorised representatives, shall be and remain binding upon the parties.
- 22.7 The costs and expenses of the mediation shall be borne equally by the parties. Each party shall bear its own costs and expenses of its participation in the mediation.
- 22.8 If the parties fail to reach agreement within ten (10) Business Days of the Mediator being appointed then the Dispute may be referred to the courts. The parties agree and undertake not to refer any Dispute to the courts unless and until the dispute resolution procedures of this clause 22 have been followed and the said period of ten (10) Business Days has expired, except in circumstances where immediate injunctive or other relief is required from the courts.

23 General

- 23.1 No delay by HCC in exercising, or failure by HCC to exercise, any right, power or remedy provided by law or under this Agreement shall:
- (a) operate as a waiver of that or any other right, power or remedy; or
 - (b) affect the other terms of this Agreement.

- 23.2 The single or partial exercise by HCC of any right, power or remedy provided by law or under this Agreement shall not preclude any other or further exercise of it or the exercise of any other right, power or remedy.
- 23.3 A waiver by HCC of any breach of or default under this Agreement shall not constitute a waiver of any other breach or default and will not prevent HCC from subsequently requiring compliance with the waived obligation.
- 23.4 The rights, powers and remedies provided to HCC in this Agreement are in addition to and are not exclusive of any rights, powers and remedies provided by law.
- 23.5 With the exception of statements made fraudulently, this Agreement constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous agreements between the parties relating to such matters and the Service Provider has not relied upon any representation save for a representation expressly set out in this Agreement.
- 23.6 No variation to the terms of this Agreement shall be effective unless made in writing and signed by a duly authorised representative of each of the parties.
- 23.7 If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect and the parties shall negotiate in good faith in order to agree the terms of a mutually satisfactory provision to be substituted for the invalid or unenforceable provision which as nearly as possible validly gives effect to their intentions as expressed in this Agreement.
- 23.8 Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as agent for the other party, and neither party shall have authority to act in the name of or on behalf of or otherwise to bind the other party in any way.
- 23.9 This Agreement may be executed in duplicate each of which shall be deemed to be an original.
- 23.10 Save for the rights conferred on HCC's external auditors, the Auditor General Wales and the Welsh Government under clause 9.2, the parties do not intend that any term of this Agreement or any Contract should be enforceable, whether by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person who is not a party to this Agreement or the relevant Contract.
- 23.11 This Agreement shall be governed by and shall be construed in accordance with the laws of England and Wales and subject to the provisions of clause 22, the parties hereby agree to submit to the exclusive jurisdiction of the courts of England and Wales.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first before written.

SCHEDULE 1

SERVICES

DRAFT

**SCHEDULE 2
RATES**

[Note: agreed rates to be included here, together with details of any costs and expenses which are to be payable to the Service Provider in addition.]

DRAFT

Signed by

duly authorised representative for and on behalf of
HYBU CIG CYMRU – MEAT PROMOTION WALES

Signed by

duly authorised representative for and on behalf of
[]

DRAFT