

DATED _____

(1) ABC COMPANY

AND

(2) INTEB MANAGED SERVICES LIMITED

Framework Agreement for the provision of Goods and Services

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THIS AGREEMENT is made on

BETWEEN:-

- (1) **ABC Company** (the “**Buyer**”)

- (2) **Inteb Managed Services Limited** with registered office situate at Edgerton House, 2 Tower Road, Birkenhead, United Kingdom, CH41 1FN (the "**Supplier**").

RECITALS

- (A) This Framework Agreement sets out the award and ordering procedure for goods and services which may be required by Framework Buyers, the main terms and conditions for any Call-Off Contract which Framework Buyers may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.

- (B) It is the Parties' intention that there will be no obligation for any Framework Buyer to award any orders under this Framework Agreement during its Term.

- (C) This Framework Agreement provides Inteb managed Services Limited to act as a preferred energy partner to **ABC Company Limited** for an agreed criteria of energy services but does not in any way confine either party to this agreement to any form of exclusivity.

IT IS AGREED as follows:-

1. INTERPRETATION

1.1 Unless the context otherwise requires, the following words and expressions shall have the following meanings:-

"Approval"	means the prior written approval of the Buyer
"Award Criteria"	means the Standard Goods and Services Award Criteria and/or the Competed Goods and Services Award Criteria as the context requires
"Call-Off Contract"	means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Goods and Services made between a Framework Buyer and the Supplier comprising an Order Form and the Call-Off Terms and Conditions (as may be amended pursuant to Clause 7.3.5) and the Framework Agreement
"Call-Off Terms and Conditions"	means the terms and conditions in Schedule 5
"Commencement Date"	means the date of this Framework Agreement
"Competed Goods and Services"	means the competed goods and services set out in Part A of Schedule 1
"Competed Goods and Services Award Criteria"	means the award criteria to be applied to tenders received through mini-competitions held for the award of Call-Off Contracts for Competed Goods and Services as set out in Schedule 2(A)

"Confidential Information"	means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights, know-how of either Party and all personal data and sensitive data within the meaning of the DPA
"Framework Buyers"	means the Buyer and any other party described in the OJEU notice
"DPA"	means the Data Protection Act 1998 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Environmental Information Regulations"	mean the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such regulations
"FOIA"	means the Freedom of Information Act 2000 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
"Framework Agreement"	means this agreement and all Schedules to this agreement
"Fraud"	means any offence under Laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Framework Agreement or defrauding or attempting to defraud or conspiring to defraud any contracting party
"Good Industry Practice"	Means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances
"Goods and Services"	means either the goods or the services or both to be supplied as specified in Schedule 1
"Goods and Services Framework Lots"	means the lots advertised in the OJEU Notice and referred to in Schedule 1 Part B
"Goods and Services Framework Suppliers"	means the Suppliers appointed as Framework Agreement Suppliers under the Framework Agreement
"Guarantee"	means the deed of guarantee in favour of the Buyer entered into by a Goods & Services Framework Supplier's ultimate parent company (the "Guarantor") on or about the date of this Framework Agreement (which is in the form set out in Schedule 9) or any guarantee acceptable to the Buyer that replaces it from time to time
"Guidance"	means any guidance issued or updated by the UK Government from time to time in relation to the Regulations
"Information"	has the meaning given under Section 84 of the Freedom of Information Act 2000

"Intellectual Property Rights"	means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
"KPI's"	means the key performance indicators set out in Schedule 2 Part B
"Law"	means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, the Regulations, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body
"Material Default"	means any breach of Clause 6, Clause 7, Clause 10, Clause 11, Clause 12, Clause 13, Clause 22, Schedule 6, Schedule 7
"Month"	means a calendar month
"Order"	means an order for Goods and Services served by any Framework Buyer on the Supplier in accordance with the Ordering Procedures
"Order Form"	means a document setting out details of an Order in the form set out in Schedule 4
"Ordering Procedures"	means the ordering and award procedures specified in Clause 6
"Party"	means the Buyer and/or the Supplier
"Pricing Matrices"	means the pricing matrices set out in Schedule 3
"Supplier's Lots"	means the lots which the Supplier has been appointed to under this Framework Agreement as set out in Schedule 1 Part C
"Regulations"	means the Public Contracts Regulations 2006
"Requests for Information"	means a request for information or an apparent request under the FOIA or the Environmental Information Regulations
"Staff"	means all persons employed by the Supplier together with the Supplier's servants, agents, suppliers and sub-contractors used in the performance of its obligations under this Framework Agreement or Call-Off Contracts
"Standard Goods and Services"	means the standard goods and services referred to in Schedule 1 Part A
"Standard Goods and Services Award Criteria"	means the award criteria to be applied for the award of Call-Off Contracts for Standard Goods and Services as set out in Schedule 2 Part A
"Term"	means the period commencing on the Commencement Date and ending on the fourth anniversary of the Commencement Date or on earlier termination of this Framework Agreement
"Working Days"	means any day other than a Saturday, Sunday or public holiday in England and Wales
"Year"	means a calendar year

2. **TERM OF FRAMEWORK AGREEMENT**

The Framework Agreement shall take effect on the Commencement Date and (unless it is otherwise terminated in accordance with the terms of this Framework Agreement or it is otherwise lawfully terminated) shall terminate at the end of the Term.

3. **SCOPE OF FRAMEWORK AGREEMENT**

3.1 This Framework Agreement governs the relationship between the Buyer and the Supplier in respect of the provision of the Goods and Services by the Supplier to the Buyer.

3.2 The Buyer may at their absolute discretion and from time to time order Goods and Services from the Supplier in accordance with the Ordering Procedure during the Term. The Supplier acknowledges that there is no obligation for the Buyer and for any Other Framework Buyers to purchase any Goods and Services from the Supplier during the Term.

3.3 No undertaking or any form of statement, promise, representation or obligation shall be deemed to have been made by the Buyer and/or any Other Framework Buyers in respect of the total quantities or values of the Goods and Services to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such undertaking, statement, promise or representation

4. **SUPPLIER'S APPOINTMENT**

4.1 The Buyer appoints the Supplier as a potential supplier of the Goods and Services referred to in the Supplier's Lots and the Supplier shall be eligible to be considered for the award of Orders for such Goods and Services by the Buyer during the Term.

5. **NON-EXCLUSIVITY**

The Supplier acknowledges that, in entering this Framework Agreement, no form of exclusivity or volume guarantee has been granted by the Buyer for Goods and Services from the Supplier and that the Buyer and are at all times entitled to enter into other contracts and agreements with other Suppliers for the provision of any or all goods or services, or both, which are the same as or similar to the Goods and Services.

6. **AWARD PROCEDURES**

Awards under the Framework Agreement

6.1 If the Buyer decides to source Goods and Services through the Framework Agreement then it may:

6.1.1 award its Standard Goods and Services requirements in accordance with the terms laid down in this Framework Agreement without reopening competition; or

Standard Goods and Services (Awards without re-opening Competition)

6.2 Any Framework Buyer ordering Standard Goods and Services under the Framework Agreement without re-opening competition shall:

6.2.1 identify the relevant Goods and Services Framework Lot which its Standard Goods and Services requirements fall into;

6.2.2 apply the Standard Goods and Services Award Criteria to the information set out in Schedule 1 (Goods, Services and Lots) and Schedule 3 (Pricing Matrices) in relation to each Goods and Services Framework Supplier appointed under the relevant Goods and Services Framework Lot;

6.2.3 place an Order with the successful Goods and Services Framework Supplier which:

- (a) states the Standard Goods and Services requirements;
- (b) identifies the Goods and Services Framework Lot in which the award is made;
- (c) states the price payable for the Standard Goods and Services requirements in accordance with the Price Matrix applicable for the relevant Goods and Services Framework Lot; and
- (d) in-corporates the Call-Off Terms and Conditions.
- (e) the subject matter of the contract and the time needed to submit tenders; and
- (f) keep each tender confidential until the expiry of the time limit for the receipt by it

Form of Order

- 6.3 Subject to Clauses 6.1 to 6.6, each Framework Buyer may place an Order with the Supplier by serving an order in writing in substantially the form set out in Schedule 4 or such similar or analogous form agreed with the Supplier including systems of ordering involving facsimile, electronic mail or other on-line solutions. The Parties agree that any document or communication (including any document or communication in the apparent form of an Order) which is not in the form prescribed by this Clause 6 shall not constitute an Order under this Framework Agreement.

Accepting and Declining Orders

- 6.4 Following receipt of an Order, the Supplier shall promptly and in any event within a reasonable period (taking into account all relevant circumstances in relation to the subject matter and nature of an Order) determined by the relevant Framework Buyer and notified to the Supplier in writing at the same time as the submission of the Order (which in any event shall not exceed five (5) Working Days) acknowledge receipt of the Order and either:-
- 6.4.1 notify the relevant Framework Buyer that it declines to accept the Order; or
 - 6.4.2 notify the relevant Framework Buyer that it accepts the Order by signing and returning the Order Form.

- 6.5 If the Supplier:

- 6.5.1 notifies the Framework Buyer that it declines to accept an Order;

then the offer from the Framework Buyer to the Supplier shall lapse and the relevant Framework Buyer may offer that Order to the Goods and Services Framework Supplier that submitted the next most economically advantageous tender in accordance with the relevant Award Criteria.

- 6.6 The Supplier in agreeing to accept such an Order shall enter a Call-Off Contract with the relevant Framework Buyer for the provision of Goods and Services referred to in that Order. A Call-Off Contract shall be formed on the Framework Buyer's receipt of the signed Order Form provided by the Supplier (or such similar or analogous form agreed with the Supplier).

7. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

- 7.1 The Supplier shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Buyer or any other public body or person employed by or on behalf of the Buyer or any other public body any gift or consideration of any kind which could act as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to this Framework Agreement, any Call-Off Contract or any other contract with the Buyer or any other public body or person employed by or on behalf of the Buyer or any other public body (including its award to the Supplier, execution or any rights and obligations contained in it), or for showing or refraining from showing favour or disfavour to any person in relation to any

such contract. The attention of the Supplier is drawn to the criminal offences under the Prevention of Corruption Acts 1889 to 1916.

7.2 The Supplier warrants that it has not paid commission or agreed to pay any commission to the Buyer or any person employed by or on behalf of the Buyer or any other body in connection with this Framework Agreement, any Call-Off Contract or any other contract with the Buyer or any other body or person employed by or on behalf of the Buyer or any other body.

7.3 If the Supplier, its Staff or any person acting on the Supplier's behalf, engages in conduct prohibited by Clauses 7.1 or 7.2 above or commits any offence under the Prevention of Corruption Acts 1889 to 1916 the Buyer may:-

7.3.1 terminate the Framework Agreement with immediate effect by giving notice in writing to the Supplier and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination

8. **CALL-OFF CONTRACT PERFORMANCE**

8.1 The Supplier shall perform all Call-Off Contracts entered into with the Buyer in accordance with:-

8.1.1 the requirements of this Framework Agreement; and

8.1.2 the terms and conditions of the respective Call-Off Contracts.

8.2 In the event of, and only to the extent of, any conflict between the terms and conditions of this Framework Agreement and the terms and conditions of a Call-Off Contract, the terms and conditions of the Call-Off Contract shall prevail.

9. **PRICES FOR GOODS AND SERVICES**

9.1 The prices offered by the Supplier for Call-Off Contracts to Framework Buyers for Standard Goods and Services shall be the prices listed in the Pricing Matrix for the relevant Supplier's Lot and such prices shall be adjusted annually in accordance with the provisions of Schedule 3.

9.2 The prices offered by the Supplier for Call-Off Contracts to Framework Buyers for Competed Goods and Services shall be based on the prices set out in the Pricing Matrices and tendered in accordance with the requirements of the mini-competition held pursuant to Clause 6.

10. **STATUTORY REQUIREMENTS**

The Supplier shall be responsible for obtaining all licences, authorisations, consents or permits required in relation to the performance of this Framework Agreement and any Call-Off Contract.

11. **NON-DISCRIMINATION**

11.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise).

11.2 The Supplier shall take all reasonable steps to secure the observance of Clause 11.1 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors employed in the execution of the Framework Agreement.

12. **PROVISION OF INFORMATION**

12.1 The Supplier shall work with and will provide the Buyer with comprehensive space plans, drawings and costings, free of charge, when requested to do so by the Buyer and when pre-budget estimates are required for the purpose of project costing, planning and cost clarification.

13. **RECORDS AND AUDIT ACCESS**

13.1 The Supplier shall keep and maintain until six (6) years after the date of termination or expiry of the Term (whichever is the earlier) of this Framework Agreement (or as long a period as may be agreed between the Parties), full and accurate records and accounts of the operation of this Framework Agreement including the Goods and Services provided under it, the Call-Off Contracts entered into with Framework Buyers and the amounts paid by each Framework Buyer (including all invoices and related financial information and as necessary to comply with and in accordance with the Regulations).

13.2 The Supplier shall afford the Buyer and/or its auditors such access to such records and accounts as may be required from time to time and shall provide such records and accounts (together with copies of the Supplier's published accounts) during the Term and for a period of six (6) years after expiry of the Term to the Buyer and its auditors.

14. **CONFIDENTIALITY**

14.1 The Supplier will comply with Schedule 7.

15. **DATA PROTECTION**

15.1 The Supplier will comply with Schedule 6.

16. **PUBLICITY**

16.1 Unless otherwise directed by the Buyer, the Supplier shall not make any press announcements.

17. **TERMINATION**

Termination on Insolvency

17.1 The Buyer may terminate this Framework Agreement with immediate effect by notice in writing where the Supplier is a company and in respect of the Supplier:-

17.1.1 a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

17.1.2 a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

17.1.3 a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or

17.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or

17.1.5 an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or

17.1.6 it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986;
or

17.1.7 being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or

Termination at will

17.2 The Supplier or Buyer shall have the right to terminate this Framework Agreement, or to terminate the provision of any part of the Framework Agreement at any time by giving three Months' written notice to the other party.

18. CONSEQUENCES OF TERMINATION AND EXPIRY

18.1 Notwithstanding the service of a notice to terminate the Framework Agreement, the Supplier shall continue to fulfil its obligations under the Framework Agreement until the date of expiry or termination of the Framework Agreement or such other date as required under this Clause 18.

18.2 Termination or expiry of the Framework Agreement shall not cause any Call-Off Contracts to terminate automatically. For the avoidance of doubt, all Call-Off Contracts shall remain in force unless and until they are terminated or expire in accordance with their own terms or unless the notice of termination terminating the Framework Agreement states that it is also to constitute notice terminating all Call-Off Contracts between the Buyer and the Supplier.

18.3 Within fourteen days of the date of termination or expiry of the Framework Agreement, the Supplier shall return to the Buyer any data and Confidential Information belonging to the Buyer in the Supplier's possession, power or control, either in its then current format or in a format nominated by the Buyer (in which event the Buyer will reimburse the Supplier's reasonable data conversion expenses), together with all training manuals and other related documentation, and any other information and all copies thereof owned by the Buyer, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Agreement, or such period as is necessary for such compliance.

18.4 The Buyer shall be entitled to require access to data or information arising from the provision of the Goods and Services from the Supplier until the latest of:-

18.4.1 the expiry of a period of twelve (12) Months following termination or expiry of the Framework Agreement; or

18.4.2 the expiry of a period of twelve (12) Months following the date on which the Supplier ceases to provide Goods and Services under any Call-Off Contract.

18.5 Termination or expiry of this Framework Agreement shall be without prejudice to any rights, remedies or obligations of either Party accrued under this Framework Agreement prior to termination or expiry.

18.6 The provisions of Clauses 7, 13, 20 and 27 and Schedules 6 and 8 shall survive the termination or expiry of the Framework Agreement, together with any other provision which is either expressed to or by implication is intended to survive termination.

19. INSURANCE

19.1 The Supplier shall indemnify and keep indemnified the Buyer in full from and against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Framework Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. This Clause shall not apply to the extent that the Supplier is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to

by its negligence or Default, or the negligence or Default of its Staff, or by any circumstances within its or their control.

- 19.2 The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under this Framework Agreement including death or personal injury, or loss of or damage to property.
- 19.3 The Supplier shall effect and maintain the following insurances for the duration of the Framework Agreement in relation to the performance of the Framework Agreement:-
- 19.3.1 public liability insurance adequate to cover all risks in the performance of this Framework Agreement from time to time; (*policy confirmed by Inteb Managed Services Limited to **ABC Company** as being valid and in place, copies available upon request*)
- 19.3.2 employer's liability insurance with a minimum limit of indemnity as required by law from time to time; (*policy confirmed by Inteb Managed Services Limited to **ABC Company** as being valid and in place, copies available upon request*)
- 19.4 Any excess or deductibles under such insurance shall be the sole and exclusive responsibility of the Supplier.
- 19.5 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities arising under the Framework Agreement.
- 19.6 The Supplier shall produce to the Buyer, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 19.7 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the Framework Agreement then the Buyer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

20. **TRANSFER AND SUB-CONTRACTING**

- 20.1 The Framework Agreement is personal to the Supplier and the Supplier shall not assign, novate or otherwise dispose of the Framework Agreement without the previous consent in writing of the Buyer. However, the Supplier shall be entitled to sub-contract its rights or obligations under this Framework Agreement without the prior written consent of the Buyer.
- 20.2 The Buyer shall be entitled to assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement.

21. **RIGHTS OF THIRD PARTIES**

Save as provided in Clauses 3 and 6 and the rights specified in the Framework Agreement for the benefit of Framework Buyers, a person who is not party to this Framework Agreement ("**Third Party**") has no right to enforce any term of this Framework Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act. If the Parties rescind this Framework Agreement or vary any of its terms in accordance with the relevant provisions of this Framework Agreement, such rescission or variation will not require the consent of any Third Party.

22. **ENTIRE AGREEMENT**

- 22.1 This Framework Agreement constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters, save in the case of Fraud or fraudulent misrepresentation.

23. **NOTICES**

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

23.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 25.3. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

23.3 For the purposes of Clause 25.2, the address of each Party shall be:

23.3.1 For the Buyer:-

Address:

For the attention of:

Tel:

Email:

23.3.2 For the Supplier:-

Address: Thursby House, 1 Thursby Road, Bromborough, CH62 3PW

For the attention of: Raja Khan

Tel: 07725163152

Email: raja.khan@intebms.co.uk

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

24. **DISPUTE RESOLUTION**

24.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement. Within seven (7) days of either Party notifying the other of a dispute the persons identified in Clause 25 above shall meet in order to try and resolve the dispute.

24.2 If the dispute is not resolved pursuant to Clause 26.1 then the Parties shall be entitled to take whatever action each considers necessary in order procure resolution of the dispute subject to Clause 27.

25. **LAW AND JURISDICTION**

Subject to the provisions of Clause 26, the Buyer and the Supplier accept the exclusive jurisdiction of the English courts and agree that the Framework Agreement is to be governed by and construed according to English Law.

SIGNED by or on behalf of the Parties on the date which first appears in the Framework Agreement

SIGNED by)
)
for and on behalf of the Buyer)
)

SIGNED by)
)
for and on behalf of the Supplier)
(Director/Company Secretary)

SCHEDULE 1
THE GOODS AND SERVICES
GOODS AND SERVICES FRAMEWORK LOTS

- Lot 1 – Supply and installation of AMR to all supplies
- Lot 2 – Energy Procurement
- Lot 3 – CRC reporting
- Lot 4 – Energy Performance Contract
- Lot 5 – Maintenance of Site Electrical works
- Lot 6 – Supply & Installation of Renewable solutions
- Lot 7 – Supply works
- Lot 8 – AM&T
- Lot 9 – Pro-Active Energy Bureau
- Lot 10 – Energy surveys and feasibility studies
- Lot 11 – Bespoke Energy & Water saving projects
- Lot 12 – Supply and installation of BMS
- Lot 13 – BMS Maintenance & Support Contracts
- Lot 14 – Lighting Projects
- Lot 15 – Water Rebate Challenges
- Lot 16 – Ad hoc projects (to be agreed on a case by case basis)

SCHEDULE 2

SCHEDULE 2 AWARD CRITERIA

KPI's (Provided by **ABC Company**)

Health & Safety

Risk and Method Statements and/or Construction Phase Plan issued to PM.
Updates to R&M Statements and/or Construction Phase Plan issued to PM.
Satisfactory site H&S audit carried out by PM during project.
Health & Safety File and O&M Manuals issued.

Programme

Project programme issued.
Programme updates issued.
Project completion in line with the programme.
Completion of snagging list items.

Cost Documentation

Costs submitted in the correct format.
Queries raised by PM regarding scope of works clarified.
Cost of variations confirmed to PM.
Final account submitted to PM.

Quality

Availability of a designated Contracts Manager.
Compliance to specification.
Quantity of snagging list items.

Security

Phone contact with the Store Manager prior to commencement.
All operatives show approved method of identification.
All operatives comply with security searches by Store Manager and/or PM.
Adherence to security rules relating to **ABC Company property**.

SCHEDULE 3 PRICING MATRICES

Agreed Schedule of rates

Our normal working hours are between 0830 and 1700 Monday to Friday.
Any works outside these hours are classed as Out of Hours works.

- Premium rate for out of hours work is 150%
- Mileage cost covered in hourly rate

Schedule 3					
Schedule of Rates 17/7/13					
M&E	Day rate	Prelim £	Lodging £	Labour £	Total £
M&E	Night rate	Prelim £	Lodging £	Labour £	Total £
Technician	Day rate	Prelim £	Lodging £	Labour £	Total £
Technician	Night rate	Prelim £	Lodging £	Labour £	Total £
BMS Engineer	Day rate	Prelim £	Lodging £	Labour £	Total £
	Night rate		£	£	£
Director	Day rate	Prelim	Lodging	Labour	Total
				£	£
Project Manager	Day rate	Prelim	Lodging	Labour	Total
				£	£

* We will review and agree on rates annually within this agreement.

** Any specialist contractor will be charged out at cost + the agreed mark-up

SCHEDULE 4 ORDER FORM

FROM

Buyer	
Goods/Services Address	
Invoice Address	
Contact Ref:	Ref: _____ Phone: _____ e-mail: _____
Order Number	<i>To be quoted on all correspondence relating to this Order.</i>
Order Date	

TO

Supplier:	Inteb Managed Services Limited
For the attention of: E-mail Telephone number	Raja Khan raja.khan@intebms.co.uk 07725163152
Address	Thursby House, 1 Thursby Road, Bromborough, CH62 3PW

1. GOODS AND SERVICES ORDER REQUIREMENTS
(1.1) Goods and Services Required
(1.2) Commencement Date:
(1.3) Price Payable by Buyer: £

(1.4) Completion Date:
(1.5) Supplemental Requirements in addition to Call-Off Terms and Conditions:
(1.6) Variations to Call-Off Terms and Conditions:

BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Buyer to provide to the Buyer the Goods and Services specified in this Order Form incorporating the rights and obligations in the Call-Off Terms and Conditions set out in the Framework Agreement entered into by the Supplier and the Buyer on [] 2015.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	

For and on behalf of the Buyer:

Name and Title	
Signature	
Date	

SCHEDULE 5

CALL-OFF TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1 Definitions

In the Contract unless specifically detailed below, the Definitions set out in the Framework Agreement apply herein.

"Commencement Date"	Means the date set out in the Order Form
"Contract"	means the written agreement between the Buyer and the Supplier consisting of the Order Form and these clauses and the clauses of the Framework Agreement save that for the purposes of Clause 1.4.2 only, reference to Contract shall not include the Order Form
"Contract Period"	means the period from the Commencement Date to:- <ul style="list-style-type: none">(a) the date of expiry set out in Clause 1.3 (Initial Contract Period); or(b) following an extension pursuant to Clause 4.8 (Extension of Initial Contract Period), the date of expiry of the extended period; or(c) such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract
"Contract Price"	means the price (exclusive of any applicable VAT), payable to the Supplier by the Buyer under the Contract, as set out in the Order Form, for the full and proper performance by the Supplier of its obligations under the Contract
"Contracting Buyer"	means any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006 other than the Buyer
"Supplier"	means the person, firm or company with whom the Buyer enters into the Contract as identified in the Order Form
"Default"	means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is

	liable to the other
"Equipment"	means the Supplier's equipment, plant, materials and such other items supplied and used by the Supplier in the performance of its obligations under the Contract
"Force Majeure"	means any event or occurrence which is outside the reasonable control of the Party concerned and which is not attributable to any act or failure to take preventative action by that Party, including fire; flood; violent storm; pestilence; explosion; malicious damage; armed conflict; acts of terrorism; nuclear, biological or chemical warfare; or any other disaster, natural or man-made, but excluding:- <ul style="list-style-type: none"> (a) any industrial action occurring within the Supplier's or any sub-contractor's organisation; or (b) the failure by any sub-contractor to perform its obligations under any sub-contract
"Framework Agreement"	means the framework agreement for the provision of Goods and Services between ABC Company and Inteb Managed Services Limited dated [insert date of Framework Agreement]
"Goods"	means the goods to be supplied as specified in the Order Form
"Goods and Services"	means the Goods and the Services
"IPR's"	Means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off
"Initial Contract Period"	means the period from the Commencement Date to the date of expiry set out in Clause 1.3 (Initial Contract Period), or such earlier date of termination or partial termination of the agreement in accordance with the provisions of the Contract
"Key Personnel"	means any individual identified in the Order Form as being key personnel
"Order Form"	means the order submitted to the Supplier by the Buyer in accordance with the Framework Agreement which sets out the description of the Goods and Services to be supplied including, where appropriate, the Key Personnel, the Premises, the timeframe and the Quality Standards
"Pre-Existing IPR"	shall mean any Intellectual Property Rights vested in or licensed to the Buyer or the Supplier prior to or independently of the performance by the Buyer or the Supplier of

their obligations under the Contract and in respect of the Buyer includes, guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models and designs

"Premises"	means the location where the Services are to be provided and/or the Goods are to be supplied, as set out in the Order Form
"Property"	means the property, other than real property, issued or made available to the Supplier by the Buyer in connection with the Contract
"Quality Standards"	means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Supplier would reasonably and ordinarily be expected to comply with (as may be further detailed in the Order Form) and any other quality standards set out in the Order Form
"Replacement Supplier"	means any third party service provider appointed by the Buyer, to supply any services which are substantially similar to any of the Services or Goods, and which the Buyer receives in substitution for any of the Goods or Services following the expiry, termination or partial termination of the Contract
"Services"	means the services to be supplied as specified in the Order Form
"Tender"	means the document(s) submitted by the Supplier to the Buyer in response to the Buyer's invitation to suppliers for formal offers to supply it with the Goods and Services pursuant to the Framework Agreement
"Variation"	has the meaning given to it in Clause 4.2 (Variation)
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994
"Working Day"	means any day other than a Saturday or Sunday or public holiday in England and Wales

1.2 INTERPRETATION

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

- 1.2.1 words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- 1.2.2 words importing the masculine include the feminine and the neuter;
- 1.2.3 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation";

- 1.2.4 references to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- 1.2.5 references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.6 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract; and
- 1.2.7 reference to a clause is a reference to the whole of that clause unless stated otherwise.

1.3 **Initial Contract Period**

The Contract shall take effect on the Commencement Date and shall expire automatically on the date set out in the Order Form, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under Clause 4.8 (Extension of Initial Contract Period).

1.4 **Entire Agreement**

- 1.4.1 This Contract constitutes the entire agreement and understanding between the Parties in respect of the matters dealt with in it and supersedes, cancels or nullifies any previous agreement between the Parties in relation to such matters excluding Fraud or fraudulent misrepresentation.
- 1.4.2 In the event of and only to the extent of any conflict between the Order Form, the clauses of the Contract and any document referred to in those clauses, the conflict shall be resolved in accordance with the following order of precedence:-
 - (a) the Order Form;
 - (b) the clauses of the Contract; and
 - (c) any other document referred to in the clauses of the Contract.
- 1.4.3 The Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

1.5 **Notices**

Clause 25 of the Framework Agreement shall apply in respect of any Notice to be given under this Contract.

1.6 **Mistakes in Information**

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

2. **SUPPLY OF GOODS AND SERVICES**

2.1 **The Services**

- 2.1.1 The Supplier shall supply the Services during the Contract Period in accordance with the Buyer's requirements as set out in the Contract in consideration for the payment of the Contract Price. The Buyer may inspect and examine the manner in which the Supplier

supplies the Services at the Premises during normal business hours on reasonable notice.

- 2.1.2 If the Buyer informs the Supplier in writing that the Buyer reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, and this is other than as a result of a Default on the part of the Buyer, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Buyer.
- 2.1.3 Subject to the Buyer providing Approval in accordance with Clause 2.2.2 (Provision and Removal of Equipment), timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.

2.2 Provision and Removal of Equipment

- 2.2.1 Unless otherwise stated in the Order Form, the Supplier shall provide all the Equipment necessary for the supply of the Services.
- 2.2.2 The Supplier shall not deliver any Equipment nor begin any work on the Premises without obtaining the Buyer's prior Approval.
- 2.2.3 All Equipment brought onto the Premises shall be at the Supplier's own risk and the Buyer shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Buyer's Default. The Supplier shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Supplier.
- 2.2.4 The Supplier shall maintain all items of Equipment within the Premises in a safe, serviceable and clean condition.
- 2.2.5 The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:-
 - (a) remove from the Premises any Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with the Contract; and
 - (b) replace such item with a suitable substitute item of Equipment.
- 2.2.6 On completion of the Services, the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or any Staff.

2.3 Manner of Carrying Out the Services

- 2.3.1 The Supplier shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards' authorisation body. To the extent that the standard of Services has not been specified in the Contract the Supplier shall agree the relevant standard of the Services with the Buyer prior to the supply of the Services and in any event, the Supplier shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

2.3.2 The Supplier shall ensure that it and all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

2.4 **Key Personnel**

2.4.1 The Parties have agreed to the appointment of the Key Personnel.

2.4.2 The Buyer shall not unreasonably delay or withhold its consent to the appointment of a replacement for any relevant Key Personnel by the Supplier or sub-contractor. The Buyer may interview the candidates for Key Personnel positions before they are appointed.

2.4.3 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Buyer. The Supplier shall ensure that the role of any Key Personnel is not vacant for any longer than ten (10) Working Days and that any replacement shall be as or more qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

2.4.4 The Buyer may also require the Supplier to remove any Key Personnel that the Buyer considers in any respect unsatisfactory. The Buyer shall not be liable for the cost of replacing any Key Personnel.

2.5 **Supplier's Staff**

2.5.1 The Buyer may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Premises:-

(a) any member of the Staff; or

(b) any person employed or engaged by any member of the Staff;

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

2.5.2 At the Buyer's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Buyer may reasonably request.

2.5.3 The Supplier's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or within the boundaries of those Premises.

2.5.4 If the Supplier fails to comply with Clause 2.5.2 within two (2) weeks of the date of the request, the Buyer may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Buyer.

2.5.5 The decision of the Buyer as to whether any person is to be refused access to the Premises and as to whether the Supplier has failed to comply with Clause 2.5.2 shall be final and conclusive.

2.6 **Inspection of Premises**

Save as the Buyer may otherwise direct, the Supplier is deemed to have inspected the Premises before submitting the Tender and to have made appropriate enquiries so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.

2.7 **Licence to occupy Premises**

- 2.7.1 Any land or Premises made available from time to time to the Supplier by the Buyer in connection with the Contract shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.
- 2.7.2 The Supplier shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Supplier shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Buyer may reasonably request.
- 2.7.3 Should the Supplier require modifications to the Premises, such modifications shall be subject to prior approval and shall be carried out by the Buyer at the Supplier's expense. The Buyer shall undertake modification work approved by the Buyer in writing without undue delay. Ownership of such modifications shall rest with the Buyer.
- 2.7.4 The Supplier shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises and conduct of personnel at the Premises as determined by the Buyer, and the Supplier shall pay for the cost of making good any damage caused by the Supplier or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- 2.7.5 The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Buyer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

2.8 **Property**

- 2.8.1 Where the Buyer issues Property free of charge to the Supplier such Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Property. The Supplier shall not in any circumstances have a lien or any other interest on the Property and at all times the Supplier shall possess the Property as fiduciary agent and bailee of the Buyer. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at the Buyer's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Buyer.
- 2.8.2 The Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 2.8.3 The Supplier shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- 2.8.4 The Supplier shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Buyer's reasonable security requirements as required from time to time.
- 2.8.5 The Supplier shall be liable for all loss of, or damage to, the Property, (excluding fair wear and tear), unless such loss or damage was caused by the Buyer's Default. The Supplier shall inform the Buyer within two (2) Working Days of becoming aware of any defects appearing in or losses or damage occurring to the Property.

2.9 Supply of the Goods

- 2.9.1 The Supplier shall supply and, where relevant, install the Goods in accordance with the specification in the Framework Agreement, the Order Form and in accordance with any obligations implied by Section 12 or 14 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 2.9.2 If requested by the Buyer the Supplier shall provide the Buyer with samples of Goods for evaluation and approval, at the Supplier's cost and expense.
- 2.9.3 The Supplier shall ensure that the Goods are fully compatible with any of the Buyer's equipment, to the extent specified in the Order Form.
- 2.9.4 The Supplier acknowledges that the Buyer relies on the skill and judgment of the Supplier in the supply and installation of the Goods and the performance of its obligations under the Contract.
- 2.9.5 Notwithstanding any other provisions hereof, the parties acknowledge that the Supplier may also be obliged to store Goods on behalf of the Buyer pending delivery to the Buyer's Premises for installation. In such circumstances it is agreed that title shall (subject to payment of the agreed price as a condition subsequent) pass to the Buyer upon the Supplier completing the manufacture of the ordered Goods. Where the Goods are manufactured by a sub-contractor of the Supplier title shall pass to the Buyer as soon as the Goods are under the control of the Supplier. In order to more particularly evidence the transfer of title the Supplier shall, at the Buyer's request, complete a "vesting certificate" (in the form stipulated by the Buyer) to detail the Goods held on behalf of the Buyer.
- 2.9.6 Any Goods held by the Supplier in the manner contemplated by clause 2.9.5 above are at the risk of the Supplier until delivered to the Buyer's nominated Premises for installation.
- 2.9.7 Until delivery of the Goods to the Buyer, the Supplier shall:
- (a) hold the Goods on a fiduciary basis as the Buyer's bailee;
 - (b) store the Goods (at no cost to the Buyer) separately from all other goods of the Supplier or any third party in such a way that they remain readily identifiable as the Buyer's property;
 - (c) not destroy, deface or obscure any identifying labels on or relating to the Goods; and
 - (d) maintain the Goods in satisfactory condition and keep them insured on the Buyer's behalf for their full price against all risks to the reasonable satisfaction of the Buyer. On request the Supplier shall produce the policy of insurance to the Buyer.
- 2.9.8 The Supplier shall immediately offer up the Goods for collection by the Buyer if:
- (a) the Supplier (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the

Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or

- (b) the Supplier suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under any contract between the Purchaser and the Supplier, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Supplier ceases to trade; or
- (c) the Supplier encumbers or in any way charges any of the Goods, or purports to do so.

2.9.9 The Supplier grants the Purchaser, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect and/or recover them.

2.10 Training

Where indicated in the Order Form, the Contract Price shall include the cost of instruction of the Buyer's personnel in the use and maintenance of the Goods and such instruction shall be in accordance with the requirements specified in the Order Form.

2.11 Contract Performance

2.11.1 In supplying the Goods the Supplier shall perform its obligations under the Contract:

- (a) with appropriately experienced, qualified and trained Staff with all due care and attention;
- (b) in a timely manner; and
- (c) in compliance with applicable Laws, including but not limited to, any obligations implied by Section 12 and 14 of the Sale of Goods Act 1979 and Section 2 of the Supply of Goods and Services Act 1982.

2.11.2 The Supplier shall ensure that:

- (a) the Goods conform in all respects with the specifications set out, in either the Order Form or where applicable the Framework Agreement or any sample approved by the Buyer;
- (b) the Goods operate in accordance with the relevant technical specifications and correspond with the requirements set out in the Order Form;
- (c) the Goods conform in all respects with all applicable Laws; and
- (d) the Goods are free from defects in design and workmanship and are fit for purpose for which such Goods are ordinarily used and for any particular purpose made known to the Supplier by the Buyer.

3. PAYMENT AND CONTRACT PRICE

3.1 Contract Price

3.1.1 In consideration of the Supplier's performance of its obligations under the Contract, the Buyer shall pay the Contract Price in accordance with Clause 3.2 (Payment and VAT).

3.1.2 The Buyer shall, in addition to the Contract Price and following evidence of a valid VAT invoice, pay the Supplier a sum equal to the VAT chargeable on the value of the Services supplied in accordance with the Contract.

3.2 **Payment and VAT**

- 3.2.1 The Buyer shall pay all sums due to the Supplier in cleared funds within thirty (30) days of receipt of a valid invoice, submitted in accordance with the payment profile set out in the Order Form. This procedure has been agreed to fall in line with the present **ABC Company** standard payment terms already in existence with Inteb Managed Services Limited.
- 3.2.2 The Supplier shall ensure that each invoice contains all appropriate references (to include an **ABC Company** purchase order number) and a detailed breakdown of the Goods supplied and/or as applicable the Services provided and that it is supported by any other documentation reasonably required by the Buyer to substantiate the invoice.
- 3.2.3 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice, as defined by the sub-contract requirements.
- 3.2.4 The Supplier shall add VAT to the Contract Price at the prevailing rate as applicable.
- 3.2.5 The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Buyer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract. Any amounts due under this Clause 3.2.5 shall be paid by the Supplier to the Buyer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Buyer.
- 3.2.6 The Supplier shall not suspend the supply of the Services and/or, Goods (as applicable) unless the Supplier is entitled to terminate the Contract under Clause 6.2 (Termination on Default) for failure to pay undisputed sums of money.

3.3 **Recovery of Sums Due**

- 3.3.1 Wherever under the Contract any sum of money is recoverable from or payable by the Supplier (including any sum which the Supplier is liable to pay to the Buyer in respect of any breach of the Contract), the Buyer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Supplier under the Contract or under any other agreement or contract with the Buyer.
- 3.3.2 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, shall be a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.
- 3.3.3 The Supplier shall make any payments due to the Buyer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Supplier has a valid court order requiring an amount equal to such deduction to be paid by the Buyer to the Supplier.
- 3.3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

3.4 **The Contracts (Rights of Third Parties) Act 1999**

A person who is not a Party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties, but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

3.5 Health and Safety

- 3.5.1 The Supplier shall promptly notify the Buyer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Buyer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Premises and which may affect the Supplier in the performance of its obligations under the Contract.
- 3.5.2 While on the Premises, the Supplier shall comply with any health and safety measures implemented by the Buyer in respect of Staff and other persons working there.
- 3.5.3 The Supplier shall notify the Buyer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 3.5.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the supply of the Services under the Contract.
- 3.5.5 The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

3.6 Criminal Records Bureau

- 3.6.1 Where specified by the Buyer the Supplier shall procure that in respect of all potential Staff or persons supplying any of the Services (each a "**Named Employee**"), before a Named Employee enters the Premises:-
- (a) each Named Employee is questioned as to whether he or she has any convictions;
 - (b) the results are obtained of a check of the most extensive available kind made with the Criminal Records Bureau in accordance with Part V of the Police Act 1997 in respect of each Named Employee. The check for each Named Employee shall include:-
 - (i) a search of the list held pursuant to the Protection of Children Act 1999 where the supply of the Services may involve contact with children; and/or
 - (ii) a search of the list held pursuant to Part VII of the Care Standards Act 2000 where the supply of Services may involve contact with vulnerable adults (as defined in that Act); and
 - (c) a copy of the results of such checks are notified to the Buyer.
- 3.6.2 The Supplier shall procure that no person who discloses any convictions, or who is found to have any convictions following the results of a Criminal Records Bureau check, is employed or engaged by the Supplier or on the Supplier's behalf without the Buyer's prior Approval (such Approval not to be unreasonably withheld or delayed).
- 3.6.3 The Supplier shall procure that the Buyer is notified of any member of Staff who, subsequent to his/her commencement of employment as a member of Staff, receives a conviction or whose previous convictions become known to the Supplier (or any employee of a sub-contractor involved in the supply of the Services). The Parties agree that where such notification is made it shall be reasonable for the Buyer to withhold access to the Premises from the member of Staff concerned, pursuant to Clause 2.5 (Supplier's Staff).

3.7 Security

- 3.7.1 The Buyer shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Supplier shall comply with all reasonable security requirements of the Buyer while on the Premises and shall ensure that all Staff comply with such requirements.
- 3.7.2 The Buyer shall provide the Supplier upon request copies of its written security procedures and shall afford the Supplier upon request an opportunity to inspect its physical security arrangements.

3.8 Intellectual Property Rights

- 3.8.1 Save as granted elsewhere under the Contract, neither the Buyer nor the Supplier shall acquire any right, title or interest in the other's Pre-Existing IPR.
- 3.8.2 All title to and all rights and interest in the Project Specific IPRs shall vest in the Buyer. The Supplier hereby assigns to the Buyer, with full title guarantee, title to and all rights and interest in the Project Specific IPRs and/or shall procure that the first owner of the Project Specific IPRs also does so.
- 3.8.3 The Supplier shall, during and after the Contract Period, indemnify and keep indemnified and hold the Buyer harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Buyer may suffer or incur as a result of any claim that the performance by the Supplier of the Services infringes or allegedly infringes a third party's Intellectual Property Rights

4. CONTROL OF THE CONTRACT

4.1 Transfer and Sub-Contracting

- 4.1.1 The Supplier shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without prior approval. Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under the Contract.
- 4.1.2 The Supplier shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- 4.1.3 Where the Buyer has consented to the placing of sub-contracts:
 - (a) Save where Clause 4.1.3(b) applies, the Supplier shall ensure that the Buyer has the benefit of step-in rights as a third party (under the Contracts (Rights of Third Parties) Act 1999) in all sub-contracting arrangements which the Supplier has or will enter into to fulfil Orders for Goods and/or Services placed by the Buyer. Such sub-contracting arrangements will clearly identify the Buyer; expressly provide a right for the Buyer to enforce the terms of that contract; and ensure that the rights of the parties to terminate, rescind or agree any variation, waiver or settlement under that contract shall be subject to the consent of the Buyer (such consent not to be unreasonably withheld or delayed);
 - (b) If required in writing by the Buyer then the Supplier shall procure within 14 days of the Buyer's written request, collateral warranties in the form provided by the Buyer at the time of placing the Order, from any party with whom the Supplier enters in to any sub-contracting arrangements to fulfil Orders for Goods and/or Services placed by the Buyer.

- (c) copies of each sub-contract shall, at the request of the Buyer, be sent by the Supplier to the Buyer as soon as reasonably practicable.

4.1.4 The Buyer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to any other body which is to perform any of the functions that had previously been performed by the Buyer including any private sector body which substantially performs the functions of the Buyer, provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under the Contract.

4.2 Variation

4.2.1 Subject to the provisions of this Clause 4.2, the Buyer may request a variation to Goods or Services ordered provided that such variation does not amount to a material change to the Order. Such a change is hereinafter called a "Variation".

4.2.2 The Buyer may request a Variation by completing and sending the Variation form attached at Appendix 1 ("**the Variation Form**") to the Supplier giving sufficient information for the Supplier to assess the extent of the Variation and any additional cost that may be incurred. The Supplier shall respond to a request for a Variation within the time limits specified in the Variation Form. Such time limits shall be reasonable having regard to the nature of the Order.

4.2.3 In the event that the Supplier is unable to provide the Variation to the Goods or Services or where the Parties are unable to agree a change to the Contract Price, the Buyer may:

- (a) agree to continue to perform their obligations under the Contract without the Variation; or
- (b) terminate the Contract with immediate effect, except where the Supplier has already delivered part or all of the Order in accordance with the Order Form or where the Supplier can show evidence of substantial work being carried out to fulfil the Order, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure detailed at Clause 26.1 of the Framework Agreement.

4.2.4 If the Parties agree the Variation and any variation in the Contract Price, the Supplier shall carry out such Variation and be bound by the same provisions so far as is applicable, as though such Variation was stated in the Contract.

4.3 Remedies in the event of defective Goods

4.3.1 Without prejudice to any other right or remedy which the Buyer may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with any of the terms of the Contract, the Buyer shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Buyer:-

- (a) to rescind the Contract;
- (b) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
- (c) at the Buyer's option, to give the Supplier the opportunity at the Supplier's expense to either remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

- (d) to refuse to accept any further deliveries of the Goods but without any liability to the Buyer;
- (e) to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract; and
- (f) to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

4.4 Remedies in the event of inadequate performance of the Services

4.4.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Supplier's obligations under the Contract, then the Buyer shall take all reasonable steps to investigate the complaint. The Buyer may, in its sole discretion, uphold the complaint, or take further action in accordance with Clause 6.2 (Termination on Default) of the Contract.

4.4.2 In the event that the Buyer is of the reasonable opinion that there has been a material breach of the Contract by the Supplier, then the Buyer may, without prejudice to its rights under Clause 6.2 (Termination on Default), do any of the following:

- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Supplier shall have demonstrated to the reasonable satisfaction of the Buyer that the Supplier will once more be able to supply all or such part of the Services in accordance with the Contract;
- (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services;
- (c) terminate, in accordance with Clause 6.2 (Termination on Default), the whole of the Contract; and/or
- (d) charge the Supplier for and the Supplier shall pay any costs reasonably incurred by the Buyer (including any reasonable administration costs) in respect of the supply of any part of the Services by the Buyer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Supplier for such part of the Services and provided that the Buyer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.

4.4.3 If the Supplier fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Buyer shall instruct the Supplier to remedy the failure and the Supplier shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within ten (10) Working Days of the Buyer's instructions or such other period of time as the Buyer may direct.

4.4.4 In the event that the Supplier

- (a) fails to comply with Clause 4.4.3 above and the failure is materially adverse to the interests of the Buyer or prevents the Buyer from discharging a statutory duty; or
- (b) persistently fails to comply with Clause 4.4.3 above;

the Buyer may terminate the Contract with immediate effect by giving the Supplier notice in writing.

4.5 **Cumulative Remedies**

Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

4.6 **Monitoring of Contract Performance**

The Supplier shall comply with the monitoring arrangements set out in the Order Form including, but not limited to, providing such data and information as the Supplier may be required to produce under the Contract.

4.7 **Extension of Initial Contract Period**

Subject to satisfactory performance of its obligations under the Contract by the Supplier during the Initial Contract Period, the Buyer may, by giving written notice to the Supplier not less than 7 days prior to the last day of the Initial Contract Period, extend the Contract for any further period specified in the Order Form. The provisions of the Contract will apply throughout any such extended period.

5. **LIABILITIES**

5.1 **Liability, Indemnity and Insurance**

5.1.1 Nothing in the Contract shall be construed to limit or exclude either Party's liability for:-

- (a) death or personal injury caused by its negligence or that of its Staff;
- (b) Fraud or fraudulent misrepresentation by it or that of its Staff;
- (c) any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; or
- (d) any claim under the indemnity in Clause 3.8.3.

5.1.2 Subject to Clause 5.1.3 and Clause 5.1.4 the Supplier shall indemnify and keep indemnified the Buyer in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or late or purported supply, of the Goods or Services or the performance or non-performance by the Supplier of its obligations under the Contract or the presence of the Supplier or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Supplier, or any other loss which is caused directly or indirectly by any act or omission of the Supplier. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Buyer or by breach by the Buyer of its obligations under the Contract.

5.1.3 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

5.1.4 The Supplier shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

- 5.1.5 The Supplier shall give the Buyer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 5.1.6 If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the Contract the Buyer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 5.1.7 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in Clause 5.1.2.

5.2 Professional Indemnity

The Supplier shall effect and maintain a professional indemnity insurance policy during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services effect and maintain appropriate professional indemnity insurance during the Contract Period. To comply with its obligations under this Clause and as a minimum, the Supplier shall ensure professional indemnity insurance held by the Supplier and by any agent, sub-contractor or consultant involved in the supply of the Services has a limit of indemnity of not less than the amount stated in the Order or absent such statement, the Framework Agreement, for each individual claim.

5.3 Warranties and Representations

- 5.3.1 The Supplier warrants and represents that:-
- (a) it has full capacity and authority and all necessary consents to enter into and perform its obligations under the Contract;
 - (b) the Contract is executed by a duly authorised representative of the Supplier;
 - (c) in entering the Contract it has not committed any Fraud;
 - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under the Contract;
 - (e) it is not subject to any contractual obligation, compliance with which is likely to have an adverse affect on its ability to perform its obligations under the Contract;
 - (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue;
 - (g) it owns, has obtained or is able to obtain valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
 - (h) the Goods and Services shall be provided and carried out by appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
 - (i) in the three (3) years prior to the date of the Contract:-

- (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts; and
- (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
- (j) it has not done or omitted to do anything which could have an adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

6. **DEFAULT, DISRUPTION AND TERMINATION**

6.1 **Termination on insolvency**

6.1.1 The Buyer may terminate the Contract with immediate effect by giving notice in writing where the Supplier is a company and in respect of the Supplier:-

- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of Section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of Section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in Clause 6.1.1(a) - (g) occurs under the law of any other jurisdiction.
- (i) to suspend or cease, to carry on all or a substantial part of his business.

6.2 **Termination on Default**

6.2.1 The Buyer may terminate the Contract by giving written notice to the Supplier with immediate effect if the Supplier commits a Default and if:-

- (a) the Supplier has not remedied the Default to the satisfaction of the Buyer within seven (10) Working Days, or such other period as may be specified by the

Buyer, after issue of a written notice specifying the Default and requesting it to be remedied; or

- (b) the Default is not, in the opinion of the Buyer, capable of remedy; or
- (c) the Default is a material breach of the Contract.

6.2.2 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Buyer in writing of such failure to pay. If the Buyer fails to pay such undisputed sums within sixty (60) Working Days of the date of such written notice, the Supplier may terminate the Contract in writing with immediate effect, save that such right of termination shall not apply where the failure to pay is due to the Buyer exercising its rights under Clause 3.3 (Recovery of Sums Due).

6.3 Termination at Will

The Buyer may terminate the Contract by giving 90 days written notice to the Supplier with immediate effect if the Framework Agreement is terminated for any reason whatsoever and the Contract shall be deemed to have been terminated if stated in a notice of termination issued under the Framework Agreement

6.4 Consequences of Expiry or Termination

6.4.1 Where the Buyer terminates the Contract under Clause 6.3 (Termination at will), the Buyer shall pay to the Supplier a reasonable amount taking account of any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of the Contract, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under Clause 6.3 (Termination at will).

6.4.2 The Buyer shall not be liable under Clause 6.5.2 to pay any sum which:-

- (a) was claimable under insurance held by the Supplier, and the Supplier has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
- (b) when added to any sums paid or due to the Supplier under the Contract, exceeds the total sum that would have been payable to the Supplier if the Contract had not been terminated prior to the expiry of the Contract Period.

6.4.3 Save as otherwise expressly provided in the Contract termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry.

6.5 Disruption

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

6.5.2 If the Supplier is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Buyer, an appropriate allowance by way of extension of time will be approved by the Buyer. In addition, the Buyer will reimburse any additional expense reasonably incurred by the Supplier as a direct result of such disruption.

6.6 Recovery upon Termination

- 6.6.1 At the end of the Contract Period (howsoever arising) the Supplier shall immediately deliver to the Buyer upon request all Property (including but not limited to materials, documents, information, access keys) used in the performance of its obligations under the Contract or in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-contractors and in the event that the Supplier fails to do so, the Buyer may recover possession thereof and the Supplier grants a licence to the Buyer or its appointed agents to enter (for the purposes of such recovery) any premises of the Supplier or its permitted suppliers or sub-contractors where any such items may be held.
- 6.6.2 At the end of the Contract Period (howsoever arising) and/or after the Contract Period the Supplier shall provide assistance to the Buyer and the Replacement Supplier appointed by the Buyer to continue or take over the performance of the Supplier's obligations under the Contract in order to ensure an effective handover of all work then in progress. The Buyer shall pay the Supplier's reasonable costs of providing the assistance and the Supplier shall take all reasonable steps to mitigate such costs.

6.7 Force Majeure

- 6.7.1 Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Contract (other than a payment of money) to the extent that such delay or failure is a result of Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations under the Contract for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under the Contract for a period in excess of 6 Months, either Party may terminate the Contract with immediate effect by notice in writing.
- 6.7.2 If either Party becomes aware of a Force Majeure event or occurrence which gives rise to or is likely to give rise to any such failure or delay on its part it shall immediately notify the other by the most expeditious method then available and shall inform the other of the period during which it is estimated that such failure or delay shall continue.

6.8 Governing Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the English courts or, if different, to the jurisdiction of the courts and agree that the Contract is to be governed exclusively by and construed under English law.

Appendix 1

VARIATION FORM

CALL-OFF TERMS AND CONDITIONS FOR GOODS AND SERVICES

[Name of Lot]
.....

No of Order Form being varied:.....

Variation Form No:.....

BETWEEN:

ABC Company ("**the Buyer**")

and

Inteb Managed Services Limited ("**the Supplier**")

- 7. The Order is varied as follows; [list details of the Variation]
- 8. Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 9. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Authorised to sign for and on behalf of the Buyer

Signature

Date

Name in Capitals

Address

Authorised to sign for and on behalf of the Supplier

Signature

Date

Name in Capitals

Address

Schedule 6

DATA PROTECTION

1. For the purposes of this Schedule, the terms "Data Controller", "Data Processor", "Personal Data", "Process" and "Processing" shall have the meaning prescribed under the DPA.
2. The Supplier shall (and shall procure that all of its Staff) comply with any notification requirements under the DPA and both Parties will duly observe all of their obligations under the DPA which arise in connection with this Framework Agreement.
3. Notwithstanding the general obligation in Paragraph 1, where the Supplier is Processing Personal Data as a Data Processor for the Buyer the Supplier shall:-
 - 3.1.1 Process the Personal Data only in accordance with instructions from the Buyer as set out in this Framework Agreement or as otherwise notified by the Buyer;
 - 3.1.2 comply with all applicable laws;
 - 3.1.3 Process the Personal Data only to the extent, and in such manner as is necessary for the provision of the Supplier's obligations under the Framework Agreement;
 - 3.1.4 implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure;
 - 3.1.5 take reasonable steps to ensure the reliability of its employees and agents who may have access to the Personal Data and use all reasonable endeavours to ensure that such persons have sufficient skills and training in the handling of Personal Data;
 - 3.1.6 not cause or permit the Personal Data to be transferred outside the European Economic Area without the prior written consent of the Buyer;
 - 3.1.7 not disclose the Personal Data to any third parties in any circumstances other than with the written consent of the Buyer or in compliance with a legal obligation imposed upon the Buyer; and
 - 3.1.8 co-operate with the Buyer to enable the Buyer to comply with any request under section 7 of the DPA.
4. The provisions of this Schedule 6 shall apply during the Term and indefinitely after its expiry.

Schedule 7

CONFIDENTIALITY

1. Except to the extent set out in this Paragraph or where disclosure is expressly permitted elsewhere in this Framework Agreement, each Party shall:-
 - 1.1 treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
 - 1.2 not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Framework Agreement or except where disclosure is otherwise expressly permitted by the provisions of the Framework Agreement.
2. The Supplier shall not use any Confidential Information it receives from the Buyer otherwise than for the purposes of the Framework Agreement.
3. The provisions of Clauses 1 to 2 shall not apply to any Confidential Information received by one Party from the other:-
 - 3.1 which is or becomes public knowledge (otherwise than by breach of this Schedule);
 - 3.2 which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
 - 3.3 which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - 3.4 which is independently developed without access to the Confidential Information; or
 - 3.5 which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations.
4. Nothing shall prevent the Buyer disclosing any Confidential Information obtained from the Supplier:-
 - 4.1 for the purpose of the examination and certification of the Buyer's accounts;
 - 4.2 for the purpose of any examination of the economy, efficiency and effectiveness with which the Buyer has used its resources by the Buyer's auditors;
 - 4.3 to any consultant, contractor or other person engaged by the Buyer;
5. In the event that the Supplier fails to comply with Clauses 1 to 4, the Buyer reserves the right to terminate the Framework Agreement with immediate effect by giving notice in writing to the Supplier.
6. The Supplier will immediately notify the Buyer of any breach of security in relation to Confidential Information and all data obtained in the performance of this Framework Agreement and the Call-Off Contracts and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Confidential Information or data however it may be recorded.