



CONTRACT SCHEDULE

^{20.05}
Dated 2025
FOR

ID Scanning Technology Support and Maintenance

CONTRACT BETWEEN

THE POLICE, FIRE AND CRIME COMMISSIONER FOR NORTHAMPTONSHIRE

AND

GB Group PLC

CONTRACT START DATE: 01st April 2025

CONTRACT END DATE: 31st March 2028

There are no options to extend this contract.

**THE CONTRACT WILL BE PUBLISHED IN ACCORDANCE WITH THE ELECTED
LOCAL POLICING BODIES (SPECIFIED INFORMATION) (AMENDMENT) ORDER 2012**

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SECTION 1 : INSTRUCTIONS

1. Please take the time to read the following document and associated appendices.
2. Please sign and return both copies in duplicate to:

Deanna Sharratt,
Darby House, Darby
Close, Park Farm
Industrial Estate,
Wellingborough.
NN16 8UZ.

Commercial@northants.police.uk

SECTION 2 : CONTRACT PARTICULARS

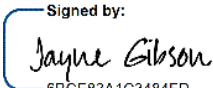
Contract Date	20.05.2025 2025	
Contract Title and Unique Contract Reference Number	CN202503008 – ID Scanning Technology	
Customer	The Police Fire and Crime Commissioner for Northamptonshire	
Contractor	GB Group PLC	
Commencement Date	01st April 2025	
Contract. [Including Option to Extend]	1 st April 2025 to 31 st March 2028 There is no option to extend this contract.	
To be called off by Order	☒ Yes ☐ No	
Services/Goods/Works	Goods and Services	
Specification/Description	ID Scanning Technology (more specifically set out in Schedule 1)	
Fund	Not applicable	
Customer Address For Notice	Darby House, Darby Close Park Farm Industrial Estate, Wellingborough. NN8 6GS.	
Contractor Address For Notice	The Foundation, Herons Way, Chester Business Park, Chester, CH4 9GB	
Price	UP TO £60,300 exc VAT, £72,360 inc VAT for the period 1 st April 2025 to 31 st March 2028 LESS buy back of up to 5 units. See Schedule 2 for full Price breakdown	
Delivery Instructions	Delivery to be agreed as per specification.	
Customer Authorised Officers		
Name	Position	Contact Details
Paul Golley	Delivery Manager for Crime Reduction & Operations	paul.golley@northantspfcc.pnn.gov.uk
Customer Contract Manager		
Name	Contact Details	
Paul Golley	paul.golley@northantspfcc.pnn.gov.uk	
Contractor Key Personnel		
Name	Position	Contact Details
Richard Smith	Business Development Director	Richard.smith@gbgplc.com

Insurance	
Insurance Type	Minimum level
Employers Liability Insurance	£5 million
Public Liability Insurance	£10 million
Professional Indemnity Insurance	£5 million

SIGNED by ~~Deanna Sharatt~~ Jemma Tait
duly authorised to signed for and on behalf of
THE POLICE, FIRE AND CRIME
COMMISSIONER FOR
NORTHAMPTONSHIRE

) Commercial Manager
)
)
)
)
)



Signed by:


6BCE83A1C3484FD
SIGNED by Jayne Gibson
duly authorised to signed for and on behalf of
THE CONTRACTOR

)
)
)

SECTION 3: CONTRACT SCHEDULES

Schedule 1

Specification

The Contractor agrees to the following:

- Buy back of 5 units no longer required (exact breakdown of type of unit to be confirmed)
- Ongoing support and maintenance to all installed equipment for the period of contract.
- The 25 systems will comprise Flex (desk or wall mounted units) and floor kiosks.
- Provide software licensing for a period of three years for each premises in which equipment is installed from the date of installation.
- Relocation of up to 6 units per year. No discount will be provided if less than 6 units are relocated.
- Training to be supplied by the supplier in the effective use of the equipment and system to staff at each licensed premises when a relocation takes place.

Northamptonshire OPFCC will pay for ICO registration for each of the premises where the ID Scan technology is installed. The premises will each obtain the registration and then the OPFCC will reimburse them.

Northamptonshire OPFCC will not be classed as the Data Controller. The individual premises where the scanners are installed are the Data Controllers and Northamptonshire OPFCC will have an agreement in place with each venue to ensure that they are aware of their responsibilities as such.

Schedule 2
Pricing



Lucy Wood – Customer Success Manager
Please see below the quotation the 2025 renewal.

Description of Data	Quantity	Price	Total Amount
Support & Maintenance	25	£684.00	£17,100.00
Relocation fee (limited)	6	£500.00	£3,000.00
Hardware Buy back Flex	1	-£350.00	-£350.00
Hardware Buy back Floor	1	-£500.00	-£500.00
Total			£20,100.00

Prices above are ex VAT

Fixed for 36 months*

The support & maintenance fee covers your Scannet license, access to an account manager (myself) hardware support during office hours and 24/7 support via the chat button on your scannet terminal.

Above includes

- 5% discount to Support & Maintenance
- Discount to the relocation fee built into agreement. *No refunds would be given if all 6 relocations are not used*
- There will be no year-on-year standard rate increase (4%)
- Start date of 1st April 2025
- Buy back of 5 sets of hardware. Collection to be discussed.

The Foundation, Herons Way,
Chester Business Park, Chester CH4 9GB, UK
+44 (0)1244 657333 | GBGplc.com

Registered office as above. Registered in England and Wales number 2415211. VAT number 539 7162 18.

Schedule 3

Standard Terms and Conditions

Standard Terms and Conditions

Purchase of Services – Medium Value/Risk

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THIS CONTRACT WILL BE PUBLISHED IN ACCORDANCE WITH THE ELECTED LOCAL POLICING
BODIES (SPECIFIED INFORMATION) ORDER 2011 (AS AMENDED)

SECTION A - GENERAL PROVISIONS

1 Definitions and Interpretation

- 1.1 In the Contract unless the context otherwise requires the following terms shall have the meanings given to them below:
- 1.1.1 "Administering Authority" means the relevant Administering Authority of the Fund for the purposes of the LGPS Regulations;
 - 1.1.2 "Approval" means the written consent of the Customer;
 - 1.1.3 "Commencement Date" means the date specified as such in Section 2 of the Contract Schedule;
 - 1.1.4 "Contract" means this written agreement between the Customer and the Contractor consisting of the Contract Schedule, these Terms and Conditions, the Schedules and all other documents attached to the Contract Schedule;
 - 1.1.5 "Contract Information" means the contents of the Contract, the contents of the Tender, information regarding the tender process for the Contract and information on the amounts paid to the Contractor under the Contract;
 - 1.1.6 "Contracting Authority" means any contracting authority as defined in Regulation 2 of the PCR;
 - 1.1.7 "Contractor" means the person, firm or company identified in Section 2 of the Contract Schedule;
 - 1.1.8 "Contractor's Final Staff List" means the list of all the Staff engaged (in whatever capacity) in or wholly or mainly assigned to the performance of the Services or any part of the Services at the End Date;
 - 1.1.9 "Contractor's Provisional Staff List" means a list prepared and updated by the Contractor of all the Staff engaged (in whatever capacity) in, or wholly or mainly assigned to, the performance of the Services or any part of the Services at the date of preparation of the list;
 - 1.1.10 "Contract Period" means the period of the Contract as specified in Section 2 of the Contract Schedule;
 - 1.1.11 "Contract Price" means the price (exclusive of any applicable VAT), payable to the Contractor by the Customer under the Contract, as set out in Schedule 2 (Pricing), for the full and proper performance by the Contractor of its obligations under the Contract but before taking into account the effect of any adjustment of price in accordance with clause 12.12;
 - 1.1.12 "Contracts Finder" means the government's publishing portal for public sector procurement opportunities;
 - 1.1.13 "Customer" means the party identified in Section 2 of the Contract Schedule together with the Chief Officer(s) and/or the Policing Body(ies) of the relevant police force(s)/police force area(s) of that party;
 - 1.1.14 "Customer Contact" means the individual(s), whether a contract manager, category consultant or otherwise, who are to act for the Customer as the day to day point of contact for communications from the Contractor to the Customer in relation to the Contract, being the individual(s) identified in Section 2 of the Contract Schedule or otherwise notified to the Contractor from time to time;
 - 1.1.15 "Customer Material" has the meaning set out in clause **Error! Reference source not found.**;
 - 1.1.16 "Data Protection Law" means:
 - (a) the retained EU law version of the General Data Protection Regulation;
 - (b) the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy; and
 - (c) any other applicable Law about the processing of personal data and privacy;
 - 1.1.17 "Default" means any breach of the obligations of a Party set out in the Contract (including fundamental breach or breach of a fundamental term) or any other default, negligent act, negligent omission, negligence or negligent statement of the relevant Party (or, in the case of the Contractor, 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;

- 1.1.18 "End Date" means the date on which an Exit Employee becomes employed by the Customer or a Replacement Contractor or a sub-contractor thereof (as the case may be) by virtue of the TUPE Regulations;
- 1.1.19 "Entrance Employee" means any person whose contract of employment transfers under the TUPE Regulations to the Contractor or a Sub-contractor on the date of and by virtue of Service Commencement, being all those persons who are listed in Schedule 7 (Entrance Employees);
- 1.1.20 "Exit Employee" means any person:
 - (a) who is engaged in the performance of the Services when the Contractor or any Sub-contractor ceases for whatever reason, whether directly or indirectly, to provide the Services or any part of them; and
 - (b) whose contract of employment has effect by virtue of the TUPE Regulations as if originally made between such person and the Customer or a Replacement Contractor or a sub-contractor of a Replacement Contractor (as the case may be);
- 1.1.21 "Fair Deal Employees" means those:
 - (a) Entrance Employees and/or
 - (b) employees who are not Entrance Employees but to whom the TUPE Regulations apply on the Relevant Transfer Date to transfer their employment to the Contractor (or a Sub-contractor),who at the Relevant Transfer Date are or become entitled to New Fair Deal protection in respect of the LGPS;
- 1.1.22 "Force Majeure" means in relation to either Party any event which is beyond the reasonable control of that Party and which materially and adversely affects its ability to perform its obligations under the Contract;
- 1.1.23 "Fund" means the pension fund within the LGPS identified in Section 2 of the Contract Schedule;
- 1.1.24 "Good Industry Practice" means standards, practices, methods and procedures conforming to the Law and the exercise of that degree of skill, diligence, prudence and foresight which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in the same or a similar type of undertaking as the relevant Party under the same or similar circumstances, seeking in good faith to comply with its contractual and other obligations;
- 1.1.25 "Intellectual Property Rights" means patents, inventions, trademarks, 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 the United Kingdom) and the right to sue for passing off;
- 1.1.26 "Law" means any applicable UK law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;
- 1.1.27 "LGPS" means the Local Government Pension Scheme as governed by the LGPS Regulations;
- 1.1.28 "LGPS Admission Agreement" means an admission agreement (substantially in the form appended to the Contract at Annex A) within the meaning set out in Schedule 1 of the Local Government Pension Scheme Regulations 2013;
- 1.1.29 "LGPS Admission Body" means an admission body (within the meaning of Part 3 of Schedule 2 of the Local Government Pension Scheme Regulations 2013);
- 1.1.30 "LGPS Eligible Employees" means any Fair Deal Employee who at the relevant time is an eligible employee as defined in the LGPS Admission Agreement or otherwise any Fair Deal Employee who immediately before the Relevant Transfer Date was a member of, or was entitled to become a member of, or but for their compulsory transfer of employment would have been entitled to be or become a member of, the LGPS;
- 1.1.31 "LGPS Regulations" means the Local Government Pension Scheme Regulations 2013 (SI 2013/2356) and the Local Government Pension Scheme (Transitional Provisions, Savings

and Amendment) Regulations 2014, and any other regulations (in each case as amended from time to time) which are from time to time applicable to the LGPS;

- 1.1.32 "New Fair Deal" means the revised Fair Deal position set out in the HM Treasury guidance: *"Fair Deal for Staff Pensions: Staff Transfer from Central Government"* issued in October 2013 immediately prior to the Relevant Transfer Date;
- 1.1.33 "Outgoing Contractor" means any employer of the Entrance Employees immediately prior to the date of Service Commencement;
- 1.1.34 "Party" means the Customer and/or the Contractor (as the context requires);
- 1.1.35 "PCR" means the Public Contracts Regulations 2015;
- 1.1.36 "Premises" means the location(s) at which the Services are to be performed, as set out in the Specification;
- 1.1.37 "Receipt" means the physical or electronic arrival of the invoice at the address of the Customer detailed in Section 2 of the Contract Schedule or at any other address given by the Customer to the Contractor for the submission of invoices, provided that if any such invoice arrives on a day that is not a Working Day or after 5.00pm on a Working Day, then it shall not be deemed to have been received until 10.00am on the next following Working Day;
- 1.1.38 "Regulatory Body" means any government department or regulatory, statutory or other entity, committee, ombudsman or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in the Contract or any other affairs of the Customer;
- 1.1.39 "Relevant Transfer" means a transfer of employment to which the TUPE Regulations applies;
- 1.1.40 "Relevant Transfer Date" means in relation to a Relevant Transfer, the date upon which the Relevant Transfer takes place and shall include the date of Services Commencement, where appropriate;
- 1.1.41 "Replacement Contractor" means any third party supplier appointed by the Customer to supply any services which are substantially similar to any of the Services and which the Customer receives in substitution for any of the Services following the expiry, termination or partial termination of the Contract;
- 1.1.42 "Required Insurances" has the meaning given to that expression in clause 37.4;
- 1.1.43 "Services" means the services to be provided by the Contractor to the Customer as specified in the Specification (including any training, installation, commissioning or other support services relating to the performance of the Services);
- 1.1.44 "Services Commencement" means the commencement of the performance of the Services by the Contractor;
- 1.1.45 "Specification" means the description of the Services to be provided under the Contract as set out or referred to in Schedule 1 (Specification) including, where appropriate, the address or location of the Premises;
- 1.1.46 "Staff" means all employees, staff, workers, agents and consultants of the Contractor, and of any Sub-contractor or other third party with whom the Contractor contracts in order to perform the Services or any part of them, who are engaged in the performance of the Services from time to time;
- 1.1.47 "Staff Expenses" means any expenses in connection with the engagement of Staff, including wages and salaries, bonuses, commissions, expenses, sick pay, maternity pay, holiday pay (including accrued but unused holiday entitlement), income tax, national insurance contributions and contributions to occupational or personal pension schemes;
- 1.1.48 "Staffing Information" means in relation to all persons detailed on the Contractor's Provisional Staff List, such information as the Customer may reasonably request (subject to Data Protection Law), but including in an anonymised format:
 - (a) their ages, dates of commencement of employment or engagement and gender;
 - (b) details of whether they are employees, workers, self-employed, contractors or consultants, agency workers or otherwise and whether they have previously worked for a public sector organisation;
 - (c) the identity of their employer or relevant contracting party;
 - (d) their relevant notice periods and any other terms relating to termination of employment or

engagement, including any redundancy procedures and contractual redundancy payment schemes;

- (e) the current wages, salaries, profit sharing, incentive and bonus arrangements applicable to them;
- (f) details of other employment-related benefits including medical insurance, life assurance, pension or other retirement benefit schemes, share option schemes and customer car schemes applicable to them;
- (g) any outstanding or potential contractual, statutory or other liabilities in respect of such individuals (including in respect of personal injury claims);
- (h) details of any such individuals on long-term sickness absence, maternity or other statutory leave or otherwise absent from work;
- (i) copies of all relevant documents and materials relating to such information including copies of relevant contracts of employment or engagement (or relevant standard contracts if applied generally in respect of such individuals);
- (j) any other "employee liability information" as such term is defined in Regulation 11 of the TUPE Regulations; and
- (k) details of all collective agreements with a brief summary of the current state of negotiations with such bodies and details of any current industrial disputes and claims for recognition by any trade union;

1.1.49 "Sub-contractor" means any sub-contractor or agent of the Contractor;

1.1.50 "Tender" means the document(s) submitted by the Contractor to the Customer in response to the Customer's invitation to suppliers for formal offers to supply it with the Services;

1.1.51 "TUPE Regulations" means the Transfer of Undertakings (Protection of Employment) Regulations 2006;

1.1.52 "VAT" means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and

1.1.53 "Working Day" means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

1.2 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 reference to a clause is a reference to the whole of that clause unless stated otherwise;

1.2.4 reference 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;

1.2.5 reference to any document, shall be construed as referring to that document as it may from time to time be amended, modified, extended or replaced (whether before or after the date of the Contract);

1.2.6 reference 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;

1.2.7 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and

1.2.8 headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract.

2 Contract Period

2.1 The Contract shall come into effect on the Commencement Date and shall remain in force throughout the Contract Period unless it is otherwise terminated in accordance with the provisions of the Contract or otherwise lawfully terminated or extended.

3 Contractor's Status

- 3.1 At all times during the Contract Period the Contractor shall be an independent contractor and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of the Contract.

4 Notices

- 4.1 Except as otherwise expressly provided within the Contract, no notice or consent required or permitted to be given by one Party to the other Party shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
- 4.2 Any notice or consent which is to be given by either Party to the other Party shall only be valid if given by letter (sent by hand, first class post, recorded delivery or special delivery). Such letters shall be addressed to the other Party at the address for that Party set out in Section 2 of the Contract Schedule. Any such notice or consent shall be deemed to have been duly received:
- 4.2.1 if hand delivered, at the time of actual delivery; or
- 4.2.2 if dispatched by first class post, recorded delivery or special delivery, 2 Working Days after the day on which the relevant letter was posted to the correct address,
- provided in each case that if the deemed receipt time occurs either on a day that is not a Working Day or after 5.00pm on a Working Day, then the notice or consent in question shall not in fact be deemed to have been received until 10.00am on the next following Working Day (such times being local time at the address of the recipient).
- 4.3 Either Party may change its address for service by serving a notice in accordance with this clause 4.
- 4.4 At the same time as giving any notice or other communication to the Customer in accordance with clause 4.2, the Contractor shall provide a copy of the relevant notice or communication to the Customer Contact (or, where there is more than one, to each of them) using the email address(es) set out in Section 2 of the Contract Schedule or otherwise notified to the Contractor for these purposes from time to time.

SECTION B – SUPPLY OF SERVICES

5 Specification

- 5.1 In consideration of the payment of the Contract Price, the Contractor shall perform the Services during the Contract Period in accordance with the Customer's requirements as set out in the Specification and the provisions of the Contract.

6 Provision and Removal of Equipment

- 6.1 The Contractor shall provide (or procure the provision of) all the tools, plant, materials and equipment necessary for the performance of the Services. In the event that the Contractor or any of the Staff brings any tools, plant, materials or equipment onto the Premises it shall be at the Contractor's own risk and the Customer shall have no liability for any loss of or damage to any tools, plant, materials or equipment unless and to the extent that the Contractor is able to demonstrate that such loss or damage was caused by or contributed to by the Customer's Default.
- 6.2 The Contractor shall not deliver any tools, plant, materials or equipment nor begin any of the Services without obtaining prior Approval.
- 6.3 On completion of any specific element of the Services, on request and on termination or expiry of the Contract, the Contractor shall remove (at its own cost) its tools, plant, equipment and any unused materials from the Premises and shall leave the Premises in a clean, safe and tidy condition. The Contractor is solely responsible for making good any damage to the Premises or any objects contained therein, other than fair wear and tear, which is caused by the Contractor or any Staff.

7 Manner of Carrying Out the Services

- 7.1 Where applicable, the Contractor shall maintain accreditation with the relevant industry authorisation body.
- 7.2 If the Customer can demonstrate 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 by the Customer, the Contractor shall, at its own expense, re-schedule and re-perform the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer.

8 Contractor's Staff

- 8.1 The Contractor shall ensure that:

- 8.1.1 all Staff performing 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 performance of the Services; and
- 8.1.2 it engages an adequate number of trained and competent Staff to perform the Services in accordance with the Contract and shall provide evidence of such competency if reasonably requested to do so by the Customer.
- 8.2 At the Customer's written request, the Contractor 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 Customer may reasonably request.
- 8.3 The Contractor shall ensure that the Staff accessing or admitted to the Premises, comply with:
 - 8.3.1 the Customer's rules, procedures, policies, regulations and requirements (including those relating to site security arrangements and standards of professional conduct) notified to the Contractor or the Staff from time to time; and
 - 8.3.2 all relevant professional conduct legislation, codes of practice and any other appropriate standards, policies, procedures and documentation relating to standards of professional conduct (including the Independent Police Complaints Commission (Complaints and Misconduct) (Contractors) Regulations 2015) as may be in force from time to time.
- 8.4 The Customer may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises and/or direct the Contractor to end the involvement in the provision of the Services:
 - 8.4.1 any member of the Staff; or
 - 8.4.2 any person employed or engaged by any member of the Staff,
 - (a) whose admission or continued presence or involvement would, in the reasonable opinion of the Customer, be undesirable and/or represent a security risk; or
 - (b) the Customer reasonably believes does not have the required levels of training and expertise; or
 - (c) who is or has acted in any manner in breach of the provisions of clause 15 or clause 16; or
 - (d) whom the Customer can demonstrate has failed to comply with the rules, regulations, codes of conduct, policies or other requirements referred to in clause 8.3; or
 - (e) whom the Customer has other reasonable grounds for requiring their removal.
- 8.5 Following the removal of any Staff for any reason listed in above clause 8.4, the Contractor shall, at its own cost, ensure that such person is replaced promptly with another person with necessary training and skill to meet the requirements of the performance of the Services undertaken by the member of Staff removed.
- 8.6 Any access to, or occupation of, the Premises which the Customer may grant the Contractor from time to time shall be on a non-exclusive licence basis free of charge. The Contractor shall use the Premises solely for the purpose of performing its obligations under the Contract and shall limit access to the Premises to such Staff as is necessary for that purpose. The Contractor shall cooperate (and ensure that the Staff cooperate) with such other persons working concurrently on the Premises as the Customer may reasonably request.
- 8.7 The Contractor acknowledges and agrees that the Customer is entitled to determine the appropriate lead investigator for any complaints or suspected misconduct of any member of Staff.
- 8.8 The Contractor acknowledges that the Customer shall be free to search any member of Staff on or entering the Premises and shall procure that the Staff cooperate fully with the Customer for these purposes. The Contractor shall also ensure that all of the Staff carry out their duties and act (while on the Premises or while performing the Services) in an orderly and appropriate manner, having regard to the nature of their duties and that they shall at all times be dressed appropriately in view of their job category and/or the Services they are to perform.
- 8.9 If and when requested by the Customer, the Contractor shall procure (in respect of the Staff) from each person identified by the request a signed statement that he understands that the Official Secrets Acts 1911 to 1989 applies to him both during the carrying out and after expiry or termination of the Contract.
- 8.10 The Contractor shall ensure that any Staff who work, or ordinarily work, in the UK are paid at least the

national minimum wage in accordance with the National Minimum Wage Act 1998.

- 8.11 The Contractor alone shall be responsible for the supervision, direction, control, wages, taxes, national insurance and benefits of the Staff. The Contractor assumes full responsibility for their acts and omissions and acknowledges that they are not employees or agents of the Customer.

9 Contract Monitoring

- 9.1 For the duration of the Contract, the Parties shall meet at such intervals and in such places specified in Schedule 6 (Monitoring) or otherwise reasonably requested by the Customer, for the purpose of discussing the performance of the Services, whether the Customer's objectives are being met, whether any anticipated benefits/outcomes are being achieved, any lessons learned for future procurements and any other appropriate matters.
- 9.2 Without prejudice to any other provisions of the Contract, the Contractor shall provide such information (including the information set out in Schedule 6 (Monitoring)) in relation to the performance of its obligations and compliance with the Law required under the Contract (including information in respect of claims, progress against relevant timescales or milestones and information required by the Customer for the purposes of re-tendering the Services) as the Customer may reasonably request from time to time. The Contractor shall:
- 9.2.1 provide such information in the format and within the timescales reasonably specified by the Customer;
 - 9.2.2 ensure that all such information is accurate and complete; and
 - 9.2.3 in respect of any information required by the Customer for re-tendering purposes, notify the Customer without delay of any changes to information previously provided to the Customer.

10 Contract Performance

- 10.1 The Contractor shall perform its obligations under the Contract:
- 10.1.1 with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;
 - 10.1.2 in a timely, reliable and professional manner;
 - 10.1.3 in accordance with Good Industry Practice; and
 - 10.1.4 in compliance with all applicable Laws.
- 10.2 The Contractor acknowledges that the Customer relies on the skill and judgment of the Contractor in the performance of the Services and the performance of the Contractor's obligations under the Contract.
- 10.3 Throughout the Contract Period, the Contractor shall:
- 10.3.1 have at all times all licences, approvals and consents necessary to enable the Contractor and Staff to perform the Services;
 - 10.3.2 not, in the performance of its obligations under the Contract, in any manner endanger the safety or unlawfully interfere with the safety or convenience of the public.

SECTION C - PAYMENT AND CONTRACT PRICE

11 Contract Price

- 11.1 In consideration of the Contractor's performance of its obligations under the Contract, the Customer shall pay the Contract Price in accordance with clause 12.
- 11.2 The Customer shall, in addition to the Contract Price and following Receipt of a valid VAT invoice, pay the Contractor a sum equal to the VAT chargeable on the value of the Services provided in accordance with the Contract.

12 Payment and VAT

- 12.1 Unless otherwise specified in Schedule 2 (Pricing), the Contractor shall submit invoices for the Services monthly in arrears.
- 12.2 Unless otherwise specified in Schedule 2 (Pricing), the Customer shall pay all sums due to the Contractor within 30 days of Receipt of a valid undisputed invoice submitted in accordance with clause 12.1.
- 12.3 The Contractor shall ensure that each invoice contains the information set out in clause 14.
- 12.4 The Customer shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing.
- 12.5 Where the Contractor enters into a sub-contract with a Sub-contractor for the purpose of performing any of its obligations under the Contract, it shall ensure that provisions are included in such a sub-contract which requires:
 - 12.5.1 payment to be made of all sums due by the Contractor to the Sub-contractor within a specified period not exceeding 30 days from the Receipt of a valid invoice; and
 - 12.5.2 the Contractor to consider and verify invoices and to raise queries on any disputed invoices in terms equivalent to those imposed on the Customer as set out in clauses 12.9 and 12.10; and
 - 12.5.3 the Sub-contractor to include, in any sub-contract which it in turn awards, suitable provisions to impose, as between the parties to that sub-contract, requirements to the same effect as those required by this clause 12.5.
- 12.6 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- 12.7 The Contractor shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any liability (including any interest, penalties or costs incurred), which is levied, demanded or assessed on the Customer at any time in respect of the Contractor's failure to account for or to pay any VAT relating to payments made to the Contractor under the Contract. Any amounts due under this clause 12.7 shall be paid by the Contractor to the Customer not less than 5 Working Days before the date upon which the VAT or other liability is payable by the Customer.
- 12.8 The Contractor shall not suspend the performance of the Services unless the Contractor is entitled to terminate the Contract under clause 40.2 for failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced at the statutory rate set out in the Late Payment of Commercial Debts (Interest) Act 1998. The contractor may suspend the performance of the services for operational reasons such as repair, maintenance or improvement. In the event of any such suspension, the Contractor will use best efforts to remove the suspension as quickly as reasonably practicable.
- 12.9 The Customer shall consider and verify any invoices submitted for payment by the Contractor in a timely fashion and, subject to clause 12.10, the Customer acknowledges and agrees that any undue delay by it in considering or verifying any invoices pursuant to this clause 12.9 shall not be sufficient justification for regarding an invoice as invalid and/or disputed.
- 12.10 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due or any other inaccuracy which renders the invoice invalid (a "disputed invoice"):
 - 12.10.1 the Customer shall notify the Contractor in writing as soon as reasonably practicable;
 - 12.10.2 the Customer's failure to pay the disputed invoice shall not be deemed to be a Default of the Contract;
 - 12.10.3 to the extent such element is readily identifiable, the Customer shall pay any element of the disputed invoice which is not in dispute by its due date;
 - 12.10.4 once the dispute has been resolved, where either Party is required to make a balancing

payment, it shall do so within 5 Working Days and, where the Contractor is required to issue a credit note and/or fresh invoice, it shall do so within 5 Working Days.

- 12.11 Payment of any invoice in full or in part shall be without prejudice to any claims or rights of the Customer against the Contractor in respect of the provision of the Services.
- 12.12 The Contract Price shall only be adjusted to such extent and in such manner (if at all) as is specified in Schedule 2 (Pricing).

13 Recovery of Sums Due

- 13.1 Wherever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the Customer in respect of any Default), the Customer may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor under the Contract or under any other agreement with the Customer.
- 13.2 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.
- 13.3 The Contractor shall make all payments due to the Customer without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Contractor has a valid court order requiring an amount equal to such deduction to be paid by the Customer to the Contractor.
- 13.4 Unless otherwise specified in the Contract, any sum payable by the Contractor to the Customer under the Contract or by either Party to the other under clause 13.2 shall be paid in cleared funds, within 5 Working Days of a demand for the same being notified by the recipient Party to the paying Party, to such bank or building society account as the recipient Party may from time to time direct.

14 Form of Invoice

- 14.1 Unless otherwise agreed in writing by the Customer, all invoices shall include the following information:
 - 14.1.1 the Contract number and/or purchase order number (unless the Customer has confirmed in writing that such details are not required);
 - 14.1.2 the specification number;
 - 14.1.3 an invoice number;
 - 14.1.4 the project number;
 - 14.1.5 a detailed description of the Services provided;
 - 14.1.6 where applicable, rate description (ie standard hours/time and a half/double time) and amount;
 - 14.1.7 a detailed description of any recoverable expenses and the amounts of such;
 - 14.1.8 the location, date or time period of performance of the Services;
 - 14.1.9 the Contractor's VAT number;
 - 14.1.10 the amount due exclusive of VAT, any other duty or any early settlement discount;
 - 14.1.11 the VAT rate and VAT amount;
 - 14.1.12 the amount of any other duty payable;
 - 14.1.13 the amount of any early settlement discount to be deducted;
 - 14.1.14 the amount due inclusive of VAT, any other duty and/or any early settlement discount;
 - 14.1.15 the name of the Customer Contact;
 - 14.1.16 the name of the person at the Customer with responsibility to authorise payment (if different to the Customer Contact);
 - 14.1.17 details of the Contractor's BACS details or other method of payment;
 - 14.1.18 the Contractor's contact details; and
 - 14.1.19 the date of the invoice.
- 14.2 The Contractor shall ensure that each invoice is:
 - 14.2.1 addressed to the Customer at the address set out in Section 2 of the Contract Schedule; and
 - 14.2.2 supported by any other documentation reasonably requested by the Customer to substantiate the invoice.

SECTION D - STATUTORY OBLIGATIONS AND REGULATIONS

15 Prevention of Corruption

15.1 The Contractor or anyone associated with the Contractor shall not:

- 15.1.1 offer or give or agree to give, to the Customer or any other public body (or any person employed by or on behalf of the Customer or any other public body) any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other contract with the Customer or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any such contract; or
- 15.1.2 commit any offence under the Bribery Act 2010 or any other applicable Law creating offences in respect of bribery, corruption or fraudulent acts in relation to the Contract or any other contract with the Customer.

15.2 For the purpose of this clause 15, whether a person is associated with another person shall be determined in accordance with section 8 of the Bribery Act 2010 and a person associated with the Contractor includes any Sub-contractor.

15.3 The Contractor warrants that it has not paid commission or agreed to pay commission to the Customer or any other public body or any person employed by or on behalf of the Customer or any other public body in connection with the Contract.

15.4 If the Contractor, any of the Staff or anyone acting on the Contractor's behalf, engages in conduct prohibited by clause 15.1 or clause 15.3, the Customer may:

- 15.4.1 terminate the Contract immediately by giving notice in writing to the Contractor and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the performance of services in replacement for the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; and/or
- 15.4.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any Default of those clauses.

16 Prevention of Fraud

16.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by any of the Staff and/or within the Contractor (including its shareholders, members and directors) in connection with the receipt of monies from the Customer.

16.2 The Contractor shall notify the Customer immediately if it has reason to suspect that any fraud in relation to any contract with the Customer has occurred or is occurring or is likely to occur.

16.3 If the Contractor or any of the Staff commits fraud in relation to the Contract or any other contract with the Customer, the Customer may:

- 16.3.1 terminate the Contract immediately by giving notice in writing to the Contractor and recover from the Contractor the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the performance of services in replacement for the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; and/or
- 16.3.2 recover in full from the Contractor any other loss sustained by the Customer in consequence of any Default of this clause 16.

17 Discrimination

17.1 The Contractor shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Contractor shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Disability Discrimination Act 2005, the Equality Act 2010 or any other relevant Law relating to discrimination in employment or any equivalent law (including any equivalent legislation or regulation in force from time to time in any other jurisdiction in which any activities are carried out under or in connection with the Contract by the Contractor or any of the Staff).

17.2 The Contractor shall take all reasonable steps to secure the observance of the provisions of clause 17.1 by all of the Staff engaged in the execution of the Contract.

18 The Contracts (Rights of Third Parties) Act 1999

- 18.1 Save as set out in clauses 47.16 and 48.7, a person who is not a Party to the Contract shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties. This clause 18.1 does not affect any right or remedy of any person which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999.
- 18.2 No consent of the Replacement Contractor (or any sub-contractor of a Replacement Contractor) or of a Fair Deal Employee is necessary for any variation (including any release or compromise in whole or in part of any liability) or termination of the Contract or any one or more clauses of it.

19 Environmental Requirements

- 19.1 The Contractor shall (and shall ensure that all of the Staff shall), when working on the Premises or any other premises in connection with the Contract, comply with all relevant environmental Law.
- 19.2 The Contractor shall perform its obligations under the Contract in accordance with the spirit and objectives of the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.
- 19.3 In so far as the Contractor or any of the Staff dispose of any waste goods or other items (including electronic products) in the course of or in connection with the performance of the Contractor's obligations under the Contract, the Contractor shall ensure that those goods or other items are disposed of in an environmentally friendly manner and in accordance with all applicable Law, including (where applicable) the Environmental Protection Act 1990, the Environment Act 1995 and the Waste Electrical and Electronic Equipment Regulations 2013.
- 19.4 If and when requested to do so by the Customer at any time, the Contractor shall provide the Customer with such documents and/or permit representatives of the Customer to have such access to the Contractor's premises, systems, procedures and personnel as the Customer may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under this clause 19.

20 Health and Safety

- 20.1 The Contractor shall, and shall ensure that all of the Staff shall, when working on the Premises or any other premises in connection with the Contract comply with all applicable health and safety Law and with any appropriate standards, policies, procedures and documentation relating to health and safety notified to the Contractor by the Customer from time to time.
- 20.2 The Contractor shall provide applicable hazard information such as material safety data sheets and shall inform the Customer of all regulations, guidance and significant risks (statutory or otherwise) which the Contractor knows or believes to be associated with the performance of the Services and/or any combination of the Services with any other services.
- 20.3 In the event of any release or spillage of substances hazardous to the environment, the Contractor will notify the Customer and the appropriate statutory bodies immediately and ensure that all necessary remedial action is taken to protect the environment.
- 20.4 Notwithstanding clause 20.2, the Contractor shall, at the Customer's written request, remove from the Premises any materials brought into the Premises by the Contractor, which in the reasonable opinion of the Customer are either hazardous, noxious or not in accordance with the Contract and substitute proper and suitable materials at the Contractor's expense as soon as reasonably practicable.
- 20.5 The Contractor shall notify the Customer of past enforcement action taken against the Contractor and provide such details of prosecutions, fines, accident history and frequency rate as may be considered necessary by the Customer.
- 20.6 The Contractor shall provide the Customer on request with a copy of its health and safety policy, risk assessments, method statements and safe systems and procedures. Notwithstanding this, the Contractor shall ensure that the Staff comply at all times with the Customer's health and safety policies and procedures in place from time to time in so far as they relevant to the Contract.
- 20.7 The Contractor shall comply with any health and safety related conditions stipulated by the Customer from time to time. Such conditions override details contained in the Contractor's internal documentation.
- 20.8 The Contractor shall notify the Customer in writing without delay of all incidents, which either could have led, or did lead, to injury and/or damage. Where incidents are reportable under the Reporting of Injuries, Diseases and Dangerous Occurrence Regulations 2013, the Contractor shall supply the Customer with a completed copy of all relevant forms and reports required to be submitted pursuant

to those Regulations.

- 20.9 If and when requested to do so by the Customer at any time, the Contractor shall provide the Customer with such documents and/or permit representatives of the Customer to have such access to the Contractor's premises, systems, procedures and personnel as the Customer may reasonably require for the purposes of verifying compliance on the part of the Contractor with its obligations under this clause 20.

21 Modern Slavery

- 21.1 The Contractor undertakes, warrants and represents that:

21.1.1 neither the Contractor nor any of its officers or Staff has:

- (a) committed an offence under the Modern Slavery Act 2015 (an "**MSA Offence**"); or
- (b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
- (c) become aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

21.1.2 it shall comply with the Modern Slavery Act 2015; and

21.1.3 it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers or Staff have breached or potentially breached any of the Contractor's obligations under clause 21.1.1. Any notice under this clause 21.1.3 shall set out full details of the circumstances concerning the breach or potential breach of the Contractor's obligations.

- 21.2 Any breach of clause 21.1 by the Contractor shall be deemed a material breach of the Contract entitling the Customer to terminate the Contract pursuant to clause 40.1.3.

- 21.3 The Contractor shall ensure that any sub-contract which it enters into is in writing and includes an obligation on its sub-contractor to comply with the Modern Slavery Act 2015.

- 21.4 The Contractor shall, during the Contract Period and for a period of 6 years thereafter, maintain such records relating to the Services provided to the Customer under the Contract as may be necessary to trace the supply chain of such Services and to enable the Customer to determine the Contractor's compliance with this clause 21.

- 21.5 The Contractor shall prepare and deliver to the Customer on the anniversary of the Commencement Date in each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.

- 21.6 The Contractor shall conduct a programme of regular training for its officers, Staff and other members of its supply chain to ensure compliance with the Modern Slavery Act 2015.

- 21.7 The Contractor shall keep a record of all training offered and completed under clause 21.6 and shall make a copy of such records available to the Customer on request.

22 Supply Chain

- 22.1 The Contractor shall:

22.1.1 subject to clause 22.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Contract Period;

22.1.2 within 90 days of awarding a subcontract to a subcontractor, update the notice on Contracts Finder with details of the successful subcontractor;

22.1.3 monitor the number, type and value of the subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Contract Period;

22.1.4 provide reports on the information at clause 22.1.3 to the Customer in the format and frequency as reasonably specified by the Customer; and

22.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

- 22.2 Each advert referred to in clause 22.1.1 shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Contractor.

- 22.3 The obligation at clause 22.1.1 shall only apply in respect of subcontract opportunities arising after the

contract award date.

- 22.4 Notwithstanding clause 22.1, the Customer may, by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

SECTION E - PROTECTION OF INFORMATION

23 Data Handling

- 23.1 The Contractor shall comply with its obligations as set out in Schedule 5 (Data Handling).
- 23.2 If requested to do so by the Customer, the Contractor shall procure that the Staff enter into a direct confidentiality agreement with the Customer on terms substantially similar to those set out in Schedule 5 (Data Handling).
- 23.3 Without prejudice to any other rights or remedies that the Customer may have, the Contractor acknowledges that a Default by the Contractor of Schedule 5 (Data Handling) is likely to cause irreparable and unquantifiable damage to the Customer and agrees that the Customer shall be entitled at its own discretion and without proof of special damages, to apply for and obtain the remedies of injunctive and/or other equitable relief for any threatened or actual Default by the Contractor of the provisions of Schedule 5 (Data Handling).
- 23.4 On award of the Contract and following award, if either Party proposes any change to the Services and/or to the way in which they are provided, prior to commencing the Services or implementing any change (as appropriate) the Parties shall undertake (and the Contractor shall fully support) a Data Protection Impact Assessment ("DPIA").
- 23.5 Following completion of the DPIA, if the Customer reasonably requests, the Contractor shall enter into a data processing contract with the Customer ("DPC") on reasonable terms (including terms materially similar to those set out in Schedule 5 (Data Handling)) and the Contractor shall not process any personal data for or on behalf of the Customer unless and until such a DPC is put in place and signed by both Parties.
- 23.6 The Parties agree that nothing in the Contract is intended to undermine, exclude or in any way limit the rights of Data Subjects (as defined in Data Protection Law) as set out in Data Protection Law against the Customer, the Contractor, any Sub-contractor or sub-processor.

24 Official Secrets Acts 1911 to 1989, Section 182 of the Finance Act 1989

- 24.1 The Contractor shall comply with, and shall ensure that the Staff comply with, the provisions of:
- 24.1.1 the Official Secrets Acts 1911 to 1989; and
- 24.1.2 Section 182 of the Finance Act 1989.
- 24.2 In the event that the Contractor or any of the Staff fail to comply with clause 24.1, the Customer reserves the right to terminate the Contract immediately by giving notice in writing to the Contractor.

25 Publicity, Media and Official Enquiries

- 25.1 The Contractor shall not (and shall ensure that the Staff and the Contractor's professional advisers shall not) make any press announcement or publicise the Contract or any part thereof in any way, without prior Approval.
- 25.2 The Contractor shall not (and shall ensure that the Staff and the Contractor's professional advisers shall not) include in any published material the name, logo or style of the Customer; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of the Customer's police force without prior Approval.

26 Intellectual Property Rights

- 26.1 The Customer warrants that:
- (a) the use by the Contractor of the Police Data, if any, in accordance with the Customer's instructions and in accordance with the terms of the Agreement, will not infringe any third party's Intellectual Property Rights;
- (b) GBG's compliance with any designs or specifications provided by the Customer, or on the Customer's behalf will not infringe the rights of any third party.

27 Audit

- 27.1 The Contractor shall keep and maintain (in accordance with Good Industry Practice), during the Contract Period and for a period of 6 years thereafter, full and accurate records of the Contract including the Services performed under it, all expenditure reimbursed by the Customer, and all payments made by the Customer.
- 27.2 The Contractor shall on request afford the Customer and/or any Regulatory Body including the National Audit Office (or any other applicable national audit body from time to time) and their respective representatives such access to those records as may be requested by the Customer in connection with the Contract.

28 Transparency

- 28.1 The Contractor acknowledges that the Customer is subject to the Elected Local Policing Bodies (Specified Information) Order 2011 and hereby gives its consent for the Customer to publish the Contract Information to the extent that the Customer is required to do so pursuant to that legislation or any other applicable Law.
- 28.2 The Customer may, in its sole discretion, redact all or part of the Contract Information prior to its publication in accordance with clause 28.1 and, in doing so, the Customer shall take account of the Freedom of Information Act 2000. The Customer may consult with the Contractor regarding any redactions to the Contract Information to be published pursuant to this clause 28 but the Contractor acknowledges and agrees that the final decision regarding publication and/or redaction of the Contract Information shall be that of the Customer.

SECTION F - CONTROL OF THE CONTRACT

29 Transfer and Sub-Contracting

- 29.1 The Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval.
- 29.2 Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract and the Contractor shall be responsible for the acts and omissions of any Sub-contractor(s) as though they are its own.
- 29.3 The Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
- 29.3.1 any Contracting Authority; or
 - 29.3.2 any body which substantially performs the functions of the Customer; or
 - 29.3.3 any other third party provider or supplier of the Customer,
- provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
- 29.4 Any change in the legal status of the Customer such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Customer.

30 Waiver

- 30.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 30.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing in accordance with clause 4.
- 30.3 A waiver of any right or remedy arising from a Default of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent Default of the Contract.

31 Variation

- 31.1 The Contract shall not be varied or amended unless such variation or amendment is agreed in writing by an authorised representative of the Customer and by an authorised representative of the Contractor.

32 Severability

- 32.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of

competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated.

33 Remedies in the event of inadequate performance

- 33.1 If the Contractor fails to perform any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Customer shall be entitled to instruct the Contractor to remedy the failure, in which event the Contractor shall, at its own cost and expense, remedy such failure (and any damage resulting from such failure) where reasonably possible within 10 Working Days or such other reasonable period of time as the Customer may direct.
- 33.2 Where the Contractor fails to perform the Services in accordance with the provisions of the Contract and the failure is not remedied to the satisfaction of the Customer where reasonably possible within 10 Working Days (or such other reasonable period specified by the Customer) following a written notice to the Contractor requesting the failure to be remedied, or where the Contractor persistently fails to comply with the terms of the Contract, it will be considered a material Default of the Contract.
- 33.3 In the event that there has been a material Default of the Contract by the Contractor, then the Customer may, without prejudice to its rights under clause 40 or the provisions of clause 42, do any of the following:
 - 33.3.1 without terminating the Contract, itself perform (or procure a third party to perform) replacement services for all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Customer that the Contractor will once more be able to perform all or such part of the Services in accordance with the Contract and for the avoidance of doubt, in such circumstances, the Customer shall have no liability to pay the Contract Price in respect of those Services where the Customer has performed (or procured a third party to perform) replacement services;
 - 33.3.2 without terminating the whole of the Contract, terminate the Contract immediately by giving notice in writing to the Contractor in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself perform (or procure a third party to perform) replacement services for such part of the Services; and/or
 - 33.3.3 terminate, in accordance with clause 40, the whole of the Contract.
- 33.4 Without prejudice to its right under clause 13, the Customer may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the performance of any replacement services by the Customer or a third party (including pursuant to clause 33.3) to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services replaced and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement services.

34 Remedies Cumulative

- 34.1 Except as otherwise expressly provided by the Contract, all rights and remedies available to either Party under the Contract or otherwise are cumulative and may be exercised concurrently or separately, and the exercise of any one right or remedy shall not be deemed an election of such right or remedy to the exclusion of, and shall be without prejudice to the availability of, any other right or remedy.

35 Entire Agreement

- 35.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contractor acknowledges and agrees that it has not been induced to enter into the Contract in reliance upon, and in connection with the Contract does not have any remedy and waives all rights in respect of, any warranty, representation, statement, agreement or undertaking of any nature whatsoever other than as expressly set out in the Contract, except that this clause 35.1 shall not exclude liability in respect of any fraudulent misrepresentation.
- 35.2 In the event of, and only to the extent of, any conflict or inconsistency between the clauses of the Contract, the Schedules and any document(s) referred to in or attached to the Contract, the conflict or inconsistency shall be resolved in accordance with the following order of precedence:
 - 35.2.1 first priority, the clauses of the Contract;
 - 35.2.2 second priority, the Schedules (including the Specification); and
 - 35.2.3 third priority, any document(s) referred to in or attached to the Contract.

36 Counterparts

- 36.1 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.

SECTION G - LIABILITIES

37 Liability, Indemnity and Insurance

37.1 Neither Party excludes or limits its liability to the other Party for or in respect of:

- 37.1.1 death or personal injury caused by its negligence or that of its employees, agents or sub-contractors; or
- 37.1.2 fraud or fraudulent misrepresentation by it or its employees; or
- 37.1.3 any liability arising under any indemnity provision in the Contract, save for the indemnity set out at clause 37.2; or
- 37.1.4 any other matter which, by Law, may not be excluded or limited.

37.2 Subject to clauses 37.3 and 37.4, the Contractor shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the performance, delayed performance or failure to perform the Services and/or the performance, delayed performance or non-performance by the Contractor of its other obligations under the Contract and/or the presence of the Contractor or any Staff on the Premises, including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor, or any other loss which is caused directly by any act or omission of the Contractor or any of the Staff, provided that the Customer has taken all commercially reasonable steps to mitigate such losses.

37.3 Subject always to clause 37.1, the liability of either Party for Defaults shall be subject to the following limits:

- 37.3.1 the liability of either Party for any single Default resulting in loss of or damage to the property of the other Party shall not exceed £5,000,000 (five million pounds);
- 37.3.2 the aggregate liability under the Contract of either Party for any and all Defaults (other than a Default covered by clause 37.3.1) shall not exceed an amount equal to 150% (one hundred and fifty per cent) of the total Contract Price (being the aggregate of all amounts already paid to the Contractor and all amounts payable over the balance of the Contract Period.
- 37.3.3 neither Party shall be liable for loss of profits, business or anticipated saving, any special, indirect or consequential loss.

37.4 Without prejudice to its liability to indemnify the Customer under the Contract, the Contractor shall take out and maintain, or procure the taking out and maintenance of, a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of its obligations under the Contract including death or personal injury, loss of or damage to property or any other loss (including any insurance specified in Section 2 of the Contract Schedule) together with any other insurances as may be required by Law (the "Required Insurances").

37.5 The Contractor shall ensure that the Required Insurances are taken out with insurers of good financial standing and of good repute in the United Kingdom insurance market and that the relevant policies are effective in each case not later than the date on which the relevant risk commences.

37.6 The Contractor shall not (and shall use all reasonable endeavours to procure that none of the Sub-contractors of any tier shall) take any action or fail to take any reasonable action, or (insofar as it is reasonably within its power) permit anything to occur in relation to it, which would entitle any insurer to refuse to pay any claim under any policy in which the Contractor is an insured, a co-insured or additional insured person.

37.7 The Contractor shall in respect of the Required Insurances:

- 37.7.1 provide for 5 Working Days' prior written notice of their cancellation or non-renewal to be given to the Customer. Failure to do so will be deemed to be a material Default of the Contract;
- 37.7.2 insofar as they relate to damage to assets, cover the same for the full reinstatement or replacement value; and
- 37.7.3 in respect of third party public and products liability insurance, procure that this shall contain an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer arising from death or bodily injury or third party property damage and for which the insured is legally liable in the provision of the Services and/or in connection with the Contract.

37.8 The Contractor shall provide on request by the Customer:

37.8.1 evidence of the Required Insurances in a form satisfactory to the Customer;

37.8.2 evidence in a form satisfactory to the Customer, that the premiums payable under the Required Insurances have been paid and that those insurances are in full force and effect and meet the insurance requirements of the Contractor in respect thereof,

provided that neither inspection, nor receipt of such evidence shall constitute acceptance by the Customer of the terms thereof, nor be a waiver of the Contractor's liability under the Contract.

37.9 The Contractor shall obtain renewal certificates or cover notes, in a form satisfactory to the Customer, in relation to any of the Required Insurances as and when requested and shall forward certified copies to the Customer as soon as possible but in any event no later than 10 Working Days following the request.

37.10 If the Contractor is in Default of clause 37.5 in respect of any Required Insurance, the Customer may pay any premiums required to keep such insurance in force or itself procure such insurance and may, in either case, recover such amounts from the Contractor on written demand, together with all expenses incurred in procuring such insurance.

38 Warranties and Representations

38.1 The Contractor warrants and represents that:

38.1.1 it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to:

(a) enter into and perform its obligations under the Contract;

(b) grant all the rights it purports to grant in accordance with the terms of the Contract; and

(c) perform the Services in accordance with the Contract;

38.1.2 the Contract is executed by a duly authorised representative of the Contractor;

38.1.3 in entering the Contract it has not committed any fraud;

38.1.4 it has not committed any offence under the Bribery Act 2010 or any other applicable Law creating offences in respect of bribery, corruption or fraudulent acts;

38.1.5 as at the Commencement Date, all information contained in the Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Customer prior to execution of the Contract;

38.1.6 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 any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

38.1.7 it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;

38.1.8 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor's assets or revenue;

38.1.9 it has adequate resources to meet its obligations under the Contract in a timely and reliable manner;

38.1.10 the Staff shall:

(a) have the relevant qualifications, experience and training for their role and will be competent to carry out the duties expected of persons acting in their or a similar capacity;

(b) be vetted and verified in accordance with the provisions of Schedule 5 (Data Handling) and Good Industry Practice;

(c) be entitled to work in the United Kingdom or (where applicable) any other country from which (or in which) the Services are to be performed;

(d) perform the Services in compliance with all applicable Law;

38.1.11 it owns or has obtained valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract; and

38.1.12 in the 3 years prior to the date of the Contract:

- (a) 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;
- (b) it has been in full compliance with all applicable securities and tax Law in the jurisdiction in which it is established; and
- (c) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as an ongoing business concern or its ability to fulfil its obligations under the Contract.

38.2 For the avoidance of doubt, the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Customer may have in respect of Default of that provision by the Contractor.

SECTION H - DEFAULT, DISRUPTION AND TERMINATION

39 Termination on insolvency and change of control

39.1 The Customer may terminate the Contract with immediate effect by giving notice in writing where the Contractor is a body corporate (whether a limited company, a limited liability partnership or otherwise) and in respect of the Contractor:

- 39.1.1 a proposal is made for or it becomes the subject of a voluntary arrangement under the Insolvency Act 1986 or of any other composition scheme, restructuring plan or arrangement with, or assignment for the benefit of, its creditors (including any restructuring plan or scheme of arrangement under the Companies Act 2006); or
- 39.1.2 a shareholders' or members' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed or any other step is taken with a view to it being determined that it be wound-up (other than as part of, and exclusively for the purpose of, a bona fide solvent reconstruction or amalgamation); or
- 39.1.3 a petition is presented for its winding up (which is not dismissed within 10 Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to the Insolvency Act 1986; or
- 39.1.4 a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business, assets or income; or
- 39.1.5 has a freezing order made against it; or
- 39.1.6 is subject to any recovery or attempted recovery of items supplied to it by a supplier retaining title in those items; or
- 39.1.7 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
- 39.1.8 it is or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 39.1.9 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- 39.1.10 it is for any reason dissolved or struck-off the register of companies; or
- 39.1.11 any event similar to those listed in clauses 39.1.1 to 39.1.10 occurs under the law of any jurisdiction in which it is established.

39.2 The Customer may terminate the Contract with immediate effect by giving notice in writing where the Contractor is an individual and:

- 39.2.1 an application for an interim order is made pursuant to sections 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Contractor's creditors; or
- 39.2.2 a petition is presented and not dismissed within 10 Working Days or an order is made for the Contractor's bankruptcy; or
- 39.2.3 a receiver, or similar officer is appointed over the whole or any part of the Contractor's assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of his assets; or
- 39.2.4 the Contractor is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or

- 39.2.5 a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Contractor's assets and such attachment or process is not discharged within 10 Working Days; or
- 39.2.6 he dies or is unable to make decisions for himself within the meaning of section 3 of the Mental Capacity Act 2005; or
- 39.2.7 he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
- 39.3 The Customer may terminate the Contract with immediate effect by giving notice in writing where the Contractor is a partnership and in respect of the Contractor:
 - 39.3.1 a proposal is made for a voluntary arrangement within Article 4 of the Insolvent Partnerships Order 1994 or a proposal is made for any other composition, scheme, arrangement with, or assignment for the benefit of, its creditors; or
 - 39.3.2 it is for any reason dissolved; or
 - 39.3.3 a petition is presented for its winding-up or for the making of any administration order, or an application is made for the appointment of a provisional liquidator; or
 - 39.3.4 a receiver, or similar officer, is appointed over the whole or any part of its assets; or
 - 39.3.5 the partnership is deemed unable to pay its debts within the meaning of section 222 or 223 of the Insolvency Act 1986; or
 - 39.3.6 any of the following occurs in relation to any of its partners:
 - (a) an application for an interim order is made pursuant to Section 252-253 of the Insolvency Act 1986 or a proposal is made for any composition, scheme or arrangement with, or assignment for the benefit of, his creditors; or
 - (b) a petition is presented for his bankruptcy; or
 - (c) a receiver, or similar officer is appointed over the whole or any part of his assets.
- 39.4 The Contractor shall notify the Customer immediately if the Contractor undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 ("change of control"). The Customer may terminate the Contract with immediate effect by giving notice in writing within 6 months of:
 - 39.4.1 being notified that a change of control has occurred; or
 - 39.4.2 where no notification has been made, the date that the Customer becomes aware of the change of control,

but shall not be permitted to terminate where an Approval to the change of control was granted prior to that change occurring.

40 Termination on Default

- 40.1 The Customer may terminate the Contract with immediate effect by giving written notice to the Contractor if the Contractor commits a Default and if:
 - 40.1.1 the Contractor has not remedied the Default to the reasonable satisfaction of the Customer where reasonably possible within 10 Working Days (or such other reasonable period specified by the Customer) after issue of a written notice specifying the Default and requesting it to be remedied; or
 - 40.1.2 the Default is not capable of remedy; or
 - 40.1.3 the Default is a material Default of the Contract; or
 - 40.1.4 the Default relates to a persistent or repeated breach of the Contract in such a manner as to reasonably justify the opinion that the Contractor's conduct is inconsistent with it having the intention or ability to perform its obligations in accordance with the terms of the Contract; or
 - 40.1.5 the Default relates to a failure to meet and/or rectify performance in respect of any particular delivery timescales, service levels or key performance indicators set out in the Specification and the failure in question is of a severity that permits the Customer by reference to other provisions of the Contract (whether in a Schedule or otherwise) to terminate the Contract.
- 40.2 If the Customer fails to pay the Contractor undisputed sums of money when due, the Contractor shall notify the Customer in writing of such failure to pay. If the Customer fails to pay such undisputed sums within 45 Working Days of the date of such written notice, the Contractor 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 Customer exercising its rights in accordance with clause 13.

41 Break

- 41.1 The Customer shall have the right to terminate the Contract at any time for any reason by giving to the Contractor not less than three months' prior written notice.
- 41.2 The Customer may terminate the Contract (at any time) immediately by giving written notice to the Contractor where:
- 41.2.1 the Contractor was, at the time of the date of the Contract, in one of the situations referred to in Regulation 57(1) of the PCR, including as a result of the application of Regulation 57(2);
 - 41.2.2 the Contractor was, at the time of the date of the Contract, in one of the situations referred to in Regulation 57(3) or 57(4) of the PCR which has not ceased to apply as a result of the application of Regulation 57(5);
 - 41.2.3 the Customer is notified (or has reasonable grounds to believe) that a claim or application has been or shall be made by a third party to a court of competent jurisdiction in UK:
 - (a) that the Contract should not have been awarded to the Contractor in view of a serious infringement of the obligations under the PCR;
 - (b) that the Contract has been subject to a substantial modification which should have required a new procurement procedure in accordance with Regulation 72(9) of the PCR; or
 - (c) requesting Judicial Review of the decision to award the Contract to the Contractor.

42 Consequences of Expiry or Termination

- 42.1 In the event that the Contract terminates or expires, the Customer agrees to collaborate in good faith with the Contractor to ensure the termination of all separate agreements between the Contractor and each venue where the scanners are installed.
- 42.2 Where the Customer terminates the Contract in accordance with clauses 15, 16, 20, 24, 26, 33, 39, 40, 41.2.1, 41.2.2 or 43 and then makes other arrangements for the provision of replacement services, the Customer may recover from the Contractor the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period.
- 42.3 Where the Contract is terminated in accordance with any of the clauses referred to in clause 42.1, no further payments shall be payable by the Customer to the Contractor (for Services performed by the Contractor prior to termination and in accordance with the Contract but where the payment has yet to be made by the Customer), until the Customer has established the final cost of making the other arrangements envisaged under that clause.
- 42.4 On the termination of the Contract for any reason or on expiry of the Contract Period, the Contractor shall:
- 42.4.1 immediately return to the Customer (in the format reasonably specified by the Customer) the Customer Material, any deliverables and all other material, information and documentation belonging to the Customer in its possession or in the possession or under the control of any Staff or Sub-contractors, which were obtained or produced in the course of performing the Services;
 - 42.4.2 refund to the Customer any amount which it may have paid in advance in respect of the Services not provided by the Contractor as a consequence of termination;
 - 42.4.3 promptly vacate the Premises leaving them clean and tidy;
 - 42.4.4 assist and cooperate with the Customer to ensure an orderly transition (to the Replacement Contractor) of the provision of the replacement services and/or the completion of any work in progress; and
 - 42.4.5 promptly provide all information (in the format reasonably specified by the Customer) concerning the performance of the Services which may reasonably be requested by the Customer for the purposes of adequately understanding the manner in which the Services have been provided or for the purpose of allowing the Customer or the Replacement Contractor to conduct due diligence.
- 42.5 If the Contractor fails to comply with clause 42.4.1, the Customer may recover possession thereof and the Contractor grants a licence to the Customer or its appointed agents to enter (for the purposes of such recovery) any premises of the Contractor or its permitted suppliers or Sub-contractors where

any such items may be held.

- 42.6 Where the Contract is terminated by the Customer in accordance with any of the clauses referred to in clause 42.1 or in accordance with clause 44.3, the Contractor shall provide all assistance and information referred to in clause 42.4.1 and clause 42.4.3 free of charge. Otherwise, the Customer shall pay the Contractor's reasonable costs of providing the assistance and information provided that the Contractor shall take all reasonable steps to mitigate such costs.
- 42.7 Termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Contractor under clauses 12, 13, 15, 16, 23, 24, 26, 27, 34, 37, 45, 46, 47 and this clause 42.
- 42.8 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.

43 Disruption

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

44 Force Majeure

- 44.1 Subject to compliance with clause 44.2, 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 for services already performed) to the extent that such delay or failure is a result of Force Majeure.
- 44.2 If either Party becomes aware of Force Majeure which gives rise to, or is likely to give rise to, any failure or delay on its part as described in clause 44.1 it shall:
- 44.2.1 immediately notify the other Party by the most expeditious method then available;
 - 44.2.2 inform the other Party of the period for which it is estimated that such failure or delay shall continue;
 - 44.2.3 use its best endeavours, acting in accordance with Good Industry Practice, to resume performance of its obligations as quickly as possible and minimise the duration and impact of such failure or delay.
- 44.3 The Customer shall be entitled to terminate the Contract by written notice to the Contractor with immediate effect if:
- 44.3.1 the performance by the Contractor of some or all of its obligations under the Contract is prevented or delayed by Force Majeure for a period of more than 25 Working Days cumulatively or consecutively; or
 - 44.3.2 the Customer reasonably anticipates that the performance by the Contractor of some or all of its obligations under the Contract is likely to be prevented or delayed by Force Majeure for a period of more than 25 Working Days cumulatively or consecutively.
- 44.4 For the avoidance of doubt, the Customer shall not be required to pay the Contractor in respect of any period during which (and to the extent that) the Contractor is prevented or delayed in performing its obligations due to Force Majeure. In these circumstances, the Contract Price shall be adjusted and any necessary refund or credit effected in accordance with the Customer's reasonable instructions.

SECTION I - DISPUTES AND LAW

45 Governing Law and Jurisdiction

- 45.1 Subject to the provisions of clause 46, the Customer and the Contractor accept the exclusive jurisdiction of the English courts and agree that the Contract and all non-contractual obligations and other matters arising from or connected with it are to be governed by, and construed according to, English Law.

46 Dispute Resolution

- 46.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Contract within 20 Working Days of either Party notifying the other Party of the dispute and such efforts shall involve the escalation of the dispute to the finance director (or equivalent) of each Party.
- 46.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of

competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

46.3 If the dispute cannot be resolved by the Parties pursuant to clause 46.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause 46.5 unless:

46.3.1 the Customer considers that the dispute is not suitable for resolution by mediation; or

46.3.2 the Contractor does not agree to mediation.

46.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation (or arbitration) and the Contractor and the Staff shall comply fully with the requirements of the Contract at all times.

46.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

46.5.1 A neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.

46.5.2 The Parties shall within 10 Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.

46.5.3 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

46.5.4 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

46.5.5 If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

46.5.6 The costs of the Mediator and all other costs connected with the mediation shall be equally apportioned between the Parties or as may otherwise be directed by the Mediator.

46.5.7 Each party will bear its own costs and expenses of its preparation and participation in the mediation.

SECTION J – EMPLOYEE LIABILITIES

47 TUPE

47.1 The Parties acknowledge and agree that if Services Commencement gives rise to a relevant transfer within the meaning of the TUPE Regulations:

47.1.1 the Contractor shall, and shall procure that any Sub-contractor shall, comply with such obligations as may arise under Regulation 13 of the TUPE Regulations to inform and (if appropriate) consult with employees and/or their appropriate representatives; and

47.1.2 clauses 47.2 to 47.5 shall apply.

47.2 Subject to clauses 47.3 and 47.4, the Customer shall indemnify the Contractor in respect of any costs, expenses, liabilities, damages and losses (including legal costs) arising out of any claim, demand, action or proceeding which is made or brought against the Contractor at any time:

47.2.1 by an Entrance Employee, to the extent that it relates to the period before the date of Service Commencement;

47.2.2 in relation to a failure by any Outgoing Contractor to comply with its obligations under Regulation 13 of the TUPE Regulations; and/or

47.2.3 by an employee or former employee of any Outgoing Contractor other than an Entrance Employee whose employment is deemed to transfer to the Contractor under the TUPE Regulations by virtue of Service Commencement.

47.3 The indemnities in clause 47.2 shall not apply to the extent that:

- 47.3.1 any contract between the Customer and the Outgoing Contractor provides for the Outgoing Contractor to indemnify the Contractor in respect of any of the costs, expenses, liabilities, damages and losses covered by the indemnities set out in clause 47.2;
- 47.3.2 the relevant indemnity in such contract is enforceable directly by the Contractor against the Outgoing Contractor pursuant to the Contract (Rights of Third Parties) Act 1999; and
- 47.3.3 the Customer has provided to the Contractor a copy of the relevant clauses from such contract.
- 47.4 Subject always to clause 47.3, the indemnities in clause 47.2 shall only apply to the extent that the Customer recovers (in respect of the subject matter of such indemnities) such sum of money as may be required to satisfy such indemnities from any Outgoing Contractor under any indemnity or other legal entitlement it has against such Outgoing Contractor. The Customer shall use its reasonable endeavours to recover any such sums under such entitlement as is mentioned in this clause 47.4.
- 47.5 The Contractor shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any claims, costs, expenses, damages, losses or other liabilities whatsoever and howsoever arising incurred or suffered by the Customer (whether directly or indirectly under an indemnity given by the Customer or otherwise) including all legal expenses and other professional fees (together with any VAT thereon) in relation to:
 - 47.5.1 any failure by the Contractor or any Sub-contractor to comply with its obligations pursuant to the TUPE Regulations; and/or
 - 47.5.2 anything done or omitted to be done by the Contractor or any Sub-contractor in respect of any of the Entrance Employees whether before or after the date of Service Commencement.
- 47.6 The Parties acknowledge and agree that:
 - 47.6.1 subsequent to the commencement of the Contract, the identity of the provider of the Services (or any part of the Services) may change (whether as a result of termination of the Contract, or part of it, or otherwise) resulting in a transfer of the Services in whole or in part ("Exit Transfer"); and
 - 47.6.2 if an Exit Transfer is a relevant transfer for the purposes of the TUPE Regulations, then the Customer or a Replacement Contractor or a sub-contractor of a Replacement Contractor (as the case may be) would inherit liabilities in respect of the Exit Employees.
- 47.7 The Contractor agrees that, subject to compliance with Data Protection Law:
 - 47.7.1 within 15 Working Days of the earliest of:
 - (a) receipt or the giving of notice of early termination of the Contract or any part thereof;
 - (b) the date which is 12 months before the expiry of any fixed period for the duration of the Contract (whether an initial or any extended period);
 - (c) receipt by the Contractor of a written notice from the Customer given on or after the commencement by the Customer of a re-tendering exercise in respect of the provision of part or all of the Services or any similar services;
 it shall provide the Contractor's Provisional Staff List and the Staffing Information to the Customer or, at the direction of the Customer, to a Replacement Contractor and it shall provide an updated Contractor's Provisional Staff List and updated Staffing Information when reasonably requested by the Customer or any Replacement Contractor;
 - 47.7.2 at least 20 Working Days prior to the End Date, the Contractor shall prepare and provide to the Customer and/or, at the direction of the Customer, to the Replacement Contractor, the Contractor's Final Staff List, which shall be complete and accurate in all material respects. The Contractor's Final Staff List shall identify which of the Staff named are Exit Employees;
 - 47.7.3 the Customer shall be permitted to use and disclose the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information for informing any tenderer or other prospective Replacement Contractor for any services which are substantially the same type of services (or any part thereof) as the Services; and
 - 47.7.4 upon reasonable request by the Customer the Contractor shall provide the Customer or at the request of the Customer, the Replacement Contractor, with access (on reasonable notice and during normal working hours) to such employment records (and provide copies) as the Customer reasonably requests.
- 47.8 The Contractor shall ensure that the Contractor's Provisional Staff List, the Contractor's Final Staff List and the Staffing Information are true and accurate in all material respects.

- 47.9 Within 10 Working Days following the End Date, the Contractor shall, if so requested by the Customer, provide to the Customer or any Replacement Contractor, in respect of each person (subject to compliance with Data Protection Law) on the Contractor's Final Staff List who is an Exit Employee, their:
- 47.9.1 pay slip data for the most recent month;
 - 47.9.2 cumulative pay for tax and pension purposes;
 - 47.9.3 cumulative tax paid;
 - 47.9.4 tax code;
 - 47.9.5 voluntary deductions from pay; and
 - 47.9.6 bank or building society account details for payroll purposes.
- 47.10 From the date of the earliest event referred to in clause 47.7.1 the Contractor shall not, and shall procure that each Sub-contractor shall not, without prior Approval assign any person to the performance of the Services (or the relevant part) which is the subject of an Exit Transfer who is not listed in the Contractor's Provisional Staff List and shall not without prior Approval (not to be unreasonably withheld or delayed):
- 47.10.1 increase the total number of employees listed on the Contractor's Provisional Staff List save for fulfilling assignments and projects previously scheduled and agreed with the Customer;
 - 47.10.2 make, propose or permit any changes to the terms and conditions of employment of any employees listed on the Contractor's Provisional Staff List;
 - 47.10.3 increase the proportion of working time spent on the Services (or the relevant part) by any of the Staff save for fulfilling assignments and projects previously scheduled and agreed with the Customer;
 - 47.10.4 introduce any new contractual or customary practice concerning the making of any lump sum payment or the giving of any benefit on the termination of employment of any employees listed on the Contractor's Provisional Staff List; or
 - 47.10.5 replace any of the Staff listed on the Contractor's Provisional Staff List or deploy any other person to perform the Services (or the relevant part) or increase the number of employees or terminate or give notice to terminate the employment or contracts of any persons on the Contractor's Provisional Staff List.
- 47.11 The Contractor shall promptly notify the Customer or, at the direction of the Customer, the Replacement Contractor of any notice to terminate employment received from any persons listed on the Contractor's Provisional Staff List regardless of when such notice takes effect.
- 47.12 In connection with a relevant transfer to which the TUPE Regulations apply, the Contractor shall, and shall procure that each Sub-contractor shall, perform and discharge all obligations in respect of all the Exit Employees and their representatives for its own account up to and including the End Date.
- 47.13 The Contractor shall indemnify and keep indemnified the Customer and any Replacement Contractor (and any sub-contractor of a Replacement Contractor) in full and hold them harmless on demand from and against any claims, costs, expenses, damages, losses or other liabilities whatsoever and howsoever arising, incurred or suffered by the Customer (whether directly or indirectly under an indemnity given by the Customer to a Replacement Contractor or otherwise) or any Replacement Contractor (or any sub-contractor thereof) including all legal expenses and other professional fees (together with any VAT thereon) in relation to:
- 47.13.1 any act or omission by the Contractor or any Sub-contractors on or before the End Date or any other matter, event or circumstance occurring or having its origin before the End Date, which relates to an Exit Employee;
 - 47.13.2 any claim in respect of all emoluments and outgoings in relation to the Exit Employees (including all wages, holiday entitlement, bonuses, PAYE, National Insurance contributions, pension contributions and otherwise) payable in respect of any period on or before the End Date;
 - 47.13.3 any claim arising out of the provision of, or proposal by the Contractor or any Sub-contractor to offer any change to any benefit, term or condition or working condition of any Exit Employee where such offer or agreement is made on or before the End Date;
 - 47.13.4 any claim made by or in respect of any person who claims to be employed or to have been employed by the Contractor or any Sub-contractor, other than an Exit Employee, and for which it is alleged that the Customer or any Replacement Contractor (or any sub-contractor

thereof) may be liable by virtue of the Contract and/or the TUPE Regulations;

- 47.13.5 any act or omission of the Contractor or any Sub-contractor in relation to its obligations under Regulations 11 or 13 of the TUPE Regulations, or in respect of an award of compensation under Regulation 15 of the TUPE Regulations except to the extent that the liability arises from the failure of the Customer or any Replacement Contractor (or any sub-contractor thereof) to comply with Regulation 13 of the TUPE Regulations;
- 47.13.6 any statement communicated to or action done by the Contractor or any Sub-contractor in respect of any Exit Employee on or before the End Date regarding the Exit Transfer which has not been agreed in advance with the Customer in writing.
- 47.14 All Staff Expenses which relate to any Exit Employee shall be apportioned on a time basis so that such part of such Staff Expenses which relates to any Exit Employee and is attributable to the period ending on the End Date shall be borne by the Contractor. Within 10 Working Days of the End Date, the Contractor shall account to the Customer or any Replacement Contractor for such Staff Expenses, including the cost of unused holiday entitlement accrued to the End Date. The Contractor shall indemnify and keep indemnified the Customer and any Replacement Contractor (or any sub-contractor thereof) in full and hold them harmless on demand from and against any liability arising because of any failure by the Contractor to fulfil its obligations in accordance with this clause 47.14.
- 47.15 The Contractor shall indemnify and keep indemnified the Customer, any Replacement Contractor and/or (as the case may be) any sub-contractor of a Replacement Contractor in full and hold them harmless on demand from and against any claims (including any claims under an indemnity given by the Customer to a Replacement Contractor or otherwise) arising from any act or omission of the Contractor (or any Sub-contractors) in relation to any other Staff who is not an Exit Employee during any period whether before, on or after the End Date.
- 47.16 The Parties agree that any Replacement Contractor and any sub-contractor of a Replacement Contractor shall be entitled to enforce the obligations owed to and the indemnities given to such Replacement Contractor or sub-contractor (as the case may be) under this clause 47 pursuant to the Contracts (Rights of Third Parties) Act 1999.

48 Pensions

- 48.1 The Contractor shall comply with any requirement notified to it by the Customer relating to pensions in respect of any Entrance Employee as set down in (i) the Cabinet Office Statement of Practice on Staff Transfers in the Public Sector of January 2000, revised 2007; (ii) HM Treasury's guidance "Staff Transfers from Central Government: A Fair Deal for Staff Pensions of 1999; (iii) HM Treasury's guidance "Fair deal for staff pensions: procurement of Bulk Transfer Agreements and Related Issues" of June 2004; and/or (iv) the New Fair Deal.
- 48.2 The Contractor shall comply with all statutory pension obligations in respect of all Entrance Employees.
- 48.3 Where the Contractor employs any LGPS Eligible Employees from a Relevant Transfer Date, the Contractor undertakes:
 - 48.3.1 to become an LGPS Admission Body and shall on or before the Relevant Transfer Date enter into a LGPS Admission Agreement with the Administering Authority which shall have effect from and including the Relevant Transfer Date;
 - 48.3.2 to ensure that the LGPS Admission Agreement ensures that all LGPS Eligible Employees who were active LGPS members immediately before the Relevant Transfer Date are admitted to the LGPS with effect on and from the Relevant Transfer Date. The Contractor shall ensure that any LGPS Eligible Employees who were eligible to join the LGPS but were not active LGPS members immediately before the Relevant Transfer Date retain the ability to join the LGPS after the Relevant Transfer Date if they wish to do so;
 - 48.3.3 to award benefits to the LGPS Eligible Employees under the LGPS in circumstances where the LGPS Eligible Employees would have received such benefits had they still been employed by their previous employer. Where such benefits are of a discretionary nature, they shall be awarded on the basis of the previous employer's written policy in relation to such benefits at the time of the Relevant Transfer Date;
 - 48.3.4 to provide any indemnity, bond or guarantee required by an Administering Authority in relation to an LGPS Admission Agreement;
 - 48.3.5 not to automatically enrol or re-enrol for the purposes of the Pensions Act 2008 any LGPS Eligible Employees in any pension scheme other than the LGPS;
 - 48.3.6 to pay to the LGPS all such amounts as are due under the LGPS Admission Agreement and shall deduct and pay to the LGPS such employee contributions as are required;

- 48.3.7 to be fully responsible for all other costs, contributions, payments and other amounts relating to its participation in the LGPS, including for the avoidance of doubt any exit payments and the costs of providing any bond, indemnity or guarantee required in relation to such participation;
 - 48.3.8 not to issue any announcements to any Fair Deal Employee prior to the Relevant Transfer Date concerning the matters stated in this clause 48 without the consent in writing of the Customer (such consent not to be unreasonably withheld or delayed);
 - 48.3.9 cooperate with the Customer and the Replacement Contractor to ensure an effective consultation process and smooth transfer in respect of Exit Employees in line with good employee relations and the effective continuity of the Services, and to allow for participation in any pension arrangements to be put in place to comply with New Fair Deal;
 - 48.3.10 not do anything which might adversely affect pension rights accrued by all and any Fair Deal Employees during the period from the date of the earliest event referred to in clause 47.7.1 and ending on the End Date;
 - 48.3.11 maintain such documents and information as will be reasonably required to manage the pension aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-contractor in the provision of the Services on the expiry or termination of the Contract (including without limitation identification of the Fair Deal Employees);
 - 48.3.12 promptly provide to the Customer such documents and information mentioned in clause 48.3.11 which the Customer may reasonably request in advance of the expiry or termination of the Contract (including details of the extent to which any Exit Employee qualifies for membership of the LGPS); and
 - 48.3.13 fully co-operate with the reasonable requests of the Contractor relating to any administrative tasks necessary to deal with the pension aspects of any onward transfer of any person engaged or employed by the Contractor or any Sub-contractor in the provision of the Services on the expiry or termination of the Contract.
- 48.4 The Customer shall have a right to set off against any payments due to the Contractor under the Contract an amount equal to any overdue employer and employee contributions and other payments (and interest payable under the LGPS Regulations) due from the Contractor (or from any relevant Sub-contractor) under the LGPS Admission Agreement and shall pay such amount to the relevant Fund.
- 48.5 The Contractor shall indemnify and keep indemnified the Customer, any Replacement Contractor and/or any sub-contractor of a Replacement Contractor in full and hold them harmless on demand from and against all and any claims, costs, expenses, damages, losses or other liabilities whatsoever and howsoever arising out of or in connection with any liability towards all and any Fair Deal Employees arising in respect of service on or after the Relevant Transfer Date which arise from any breach by the Contractor of this clause 48 and/or the LGPS Admission Agreement or relates to the payment of benefits under and/or participation in an occupational pension scheme (within the meaning provided for in section 1 of the Pension Schemes Act 1993).
- 48.6 The Contractor shall indemnify and keep indemnified the Customer, any Replacement Contractor and/or any sub-contractor of a Replacement Contractor from and against Contractor in full and hold them harmless on demand from and against all and any claims, costs, expenses, damages, losses or other liabilities suffered or incurred by it or them which arise from claims by Fair Deal Employees of the Contractor and/or of any Sub-contractor or by any trade unions, elected employee representatives or staff associations in respect of all or any such Fair Deal Employees which:
- 48.6.1 relate to pension rights in respect of periods of employment on and after the Relevant Transfer Date until the date of termination or expiry of the Contract; or
 - 48.6.2 arise out of the failure of the Contractor and/or any relevant Sub-contractor to comply with the provisions of this clause 48 before the date of termination or expiry of the Contract.
- 48.7 The Parties agree that any Fair Deal Employee shall be entitled to enforce any obligation owed to him or her or it by the Contractor under this clause 48 pursuant to the Contracts (Rights of Third Parties) Act 1999. Further, the Contractor shall ensure that any sub-contract shall include similar provisions to those set out in this clause 48 to ensure that any Fair Deal Employee will have the right to enforce any obligation owed to him or her by the Sub-contractor.
- 48.8 Save on expiry or termination of the Contract, if the employment of any Fair Deal Employee transfers to another employer (by way of a transfer under the TUPE Regulations) the Contractor shall and shall procure that any relevant Sub-Contractor shall:
- 48.8.1 consult with and inform those Fair Deal Employees of the pension provisions relating to that transfer; and

- 48.8.2 procure that the employer to which the Fair Deal Employees are transferred (the "New Employer") complies with the provisions of this clause 48 provided that references to the "Contractor" will become references to the New Employer, references to "Relevant Transfer Date" will become references to the date of the transfer to the New Employer and references to "Fair Deal Employees" will become references to the Fair Deal Employees so transferred to the New Employer.

Schedule 4

Special Terms and Conditions

Definitions:

- 1.1 "Long Stop Date" means the date by which the Contractor must fulfil all their obligations in relation to the installation and set up of the scanning devices.
- 1.2 "Data Controller" means the person or organisation responsible for the purposes and means of processing Personal Data.
- 1.3 "Personal Data" means information that relates to an identified or identifiable individual.

The following special terms shall apply to this contract:

The Contractor shall not be liable for any failure or defect of the Goods:

- (a) where such failure or defect arises by reason of wear and tear, wilful damage, negligence, or could be expected to arise in the normal course of use of the Goods;
- (b) to the extent caused by the Customer's failure to comply with any instructions the Contractor provides in relation to the Goods, including instruction on installation, operation, storage or maintenance;
- (c) that arises from the Contractor acting upon any request or instruction of the Customer in relation to Goods;
- (d) where the Customer modifies any Goods without the Contractor's prior written consent;
- (e) where the Customer modifies any Goods having obtained the Contractor's prior written consent and such modification is not in accordance with the Contractor's instructions;
- (f) where the Customer uses any Goods after notifying the Contractor that it is defective; or
- (g) to the extent that a failure or defect of the Goods is caused by circumstances outside of the Contractor's control, or due to acts or omissions of the Customer and/or any permitted user.

2.1 The Customer shall only be charged for those elements which are quoted in Schedule 2 Pricing. No further costs shall be charged to the Customer.

2.2 In the event that a premises which has been supplied with ID Scanning technology should close, the Contractor will recover the equipment, repurpose it and re fit into a different licenced premises as agreed with Northamptonshire OPFCC. Pricing for this is included in Schedule 2.

2.3 Northamptonshire OPFCC will pay for ICO registration for each of the premises where the ID Scan technology is being installed. The premises will each obtain the registration and then the OPFCC will reimburse them.

2.4 Northamptonshire OPFCC will not be classed as the Data Controller. The individual premises where the scanners are installed are the Data Controllers and Northamptonshire OPFCC will have an agreement in place with each venue to ensure that they are aware of their responsibilities as such.

2.5 The Contractor's Service Level Agreement is as follows:

Service Restoration: Subject to any and all assistance by the Client, each of the priorities has the following associated target clearance time:

Service Level	Target	Impact
Priority 1 faults	80% of Software faults cleared within 4 hours of GBG's acknowledgement of the Software fault. Hardware faults to be cleared by the next Business Day.	The Hardware, Software, or Service is not operational or is inaccessible.
Priority 2 faults	80% of faults cleared by the end of the next Business Day of GBG's acknowledgement of the fault.	The Hardware, Software, or Service is degraded, a marked increase in time to access the Service. A problem causing significant reduction in functionality.
Priority 3 faults	80% of faults cleared within 5 Business Days of GBG's acknowledgement of the fault.	The Hardware, Software, or Service is experiencing minor problems but is functioning substantially.
Priority 4 faults	Fix available in the next release of the Software.	Minor problem with Hardware, Software, or Service but does not impact the Client's use.

The timelines for restoration of Service are all contingent on the availability of remote access to the Client's systems.

Scheduled Service Time: The Service is provided on a resilient platform enabling GBG to offer a high level of service which is scheduled to be available 24 hours per day, 7 days per week, 365 days per year. The Service has a target of 98.5% availability within any calendar month. This target excludes all periods of Planned Maintenance or any emergency maintenance or updates. GBG will always try to meet and exceed this monthly target availability. However, the Client accepts, that GBG may not always be able to do so and that this level of availability is only intended to be a target level.

Planned Maintenance: From time to time, GBG may need to schedule maintenance of the Service. GBG will always endeavour to conduct Planned Maintenance at a time that reduces the impact on the availability of the Service. So, where possible, Planned Maintenance will be conducted during low usage periods outside of Business Hours.

If GBG needs to suspend the Service for Planned Maintenance (which GBG would only reasonably expect to be under exceptional circumstances) GBG undertakes to give the Client as much advance notice as is practicable.

Clauses that will remain within the contract terms and conditions, but are not relevant: and therefore will never come into play, are:

22, 42.3.4

Schedule 5

Data and Systems Handling and Security - Category 4

1. Definitions and Interpretation
 - 1.1 Where used in this Schedule:
 - 1.1.1 the term “Force” means Northamptonshire Police and includes the Police, Fire and Crime Commissioner for Northamptonshire;
 - 1.1.2 the term “Contractor” shall include the term “Provider”, “Supplier” or “Consultant”, where this term is used elsewhere in the Contract to describe the Party contracting with the Force; and
 - 1.1.3 the term “Contract” means the agreement between the Force and the Contractor of which this Schedule forms part.
 - 1.2 For the purpose of this Schedule the following expressions shall have the meanings ascribed to them:
 - 1.2.1 “Breach of Security” means the occurrence of unlawful or unauthorised access to or unauthorised use of Force Premises, the Sites, the Services or any ICT or data (including Police Data) used by the Force or the Contractor in connection with the Contract;
 - 1.2.2 “Business Day” means any day other than a Saturday or Sunday or a public or bank holiday in England;
 - 1.2.3 “Commercially Sensitive Information” means information notified to the Force in writing (prior to the commencement of the Contract) which has been clearly marked as Commercially Sensitive Information comprised of information which:
 - 1.2.3.1 was provided by the Contractor to the Force in confidence for the period set out in that notification; and/or
 - 1.2.3.2 constitutes a trade secret;
 - 1.2.4 “Confidential Information” means all information in respect of the business and activities of a Party including, without prejudice to the generality of the foregoing, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; customer (including programme participants) lists or details; computer systems and software; products or services, including but not limited to know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by such Party, and information concerning such Party’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of such Party and of such persons and any other information which, if disclosed, shall be liable to cause harm to such Party or which is of a confidential or proprietary nature (including information imparted orally);
 - 1.2.5 “Contracting Authority” means any contracting authority (as defined in Regulation 2(1) of the Public Contracts Regulations 2015) other than the Force;
 - 1.2.6 “Contractor Confidential Information” means Confidential Information proprietary to the Contractor;
 - 1.2.7 “Contractor Personnel” means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any sub-contractor of the Contractor engaged in the performance of its obligations under the Contract;
 - 1.2.8 “Crown Body” means any department, office or agency of the Crown;
 - 1.2.9 “EIR” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such regulations;
 - 1.2.10 “FOIA” means the Freedom of Information Act 2000 together with any guidance

- and/or codes of practice issued by the Information Commissioner or relevant Crown Body or Regulatory Body in relation to such legislation;
- 1.2.11 “Force Premises” means premises owned, controlled or occupied by the Force and made available for use by the Contractor or its sub-contractors for the provision of the Services on the terms set out in the Contract or any separate agreement or licence;
- 1.2.12 “Force System” means any computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by or on behalf of the Force, or any of its employees, agents, consultants and contractors, or the Contractor in connection with the Contract and which is owned by, or licensed by a third party to, the Force, or any of its employees, agents, consultants and contractors, and which is used by, or on behalf of, the Force to receive the Services;
- 1.2.13 “Good Industry Practice” means the exercise by the Contractor of that degree of skill, diligence, prudence, foresight and operating practice which, at the relevant time, would reasonably and ordinarily be expected from a skilled and experienced person engaged in the same or a similar business as the Contractor, seeking in good faith to comply with its contractual and other obligations;
- 1.2.14 “ICT” means information and communications technology;
- 1.2.15 “Information” has the meaning given under section 84 of the FOIA;
- 1.2.16 “Law” means any applicable law, statute, bye-law, regulation, order, delegated or subordinate legislation, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directive, notice or requirement of any Regulatory Body;
- 1.2.17 “Police Data” means any data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which:
- 1.2.17.1 is provided to the Contractor by or on behalf of the Force in connection with the Contract; or
- 1.2.17.2 the Contractor is required to generate, process, store or transmit for or on behalf of the Force pursuant to the Contract;
- 1.2.18 “Regulatory Body” means any government department or regulatory, statutory or other entity, committee or body which, whether under statute, rules, regulations, codes of practice or otherwise, is entitled to regulate, investigate or influence the matters dealt with in the Contract or any other affairs of the Force;
- 1.2.19 “Request for Information” means a request for information or an apparent request for information under the Code of Practice on Access to Government Information, the FOIA or the EIR;
- 1.2.20 “Services” means the services to be provided by the Contractor to the Force pursuant to the Contract, including without limitation the supply of goods or products to the Force; and
- 1.2.21 “Sites” means any premises from which the Services are provided or from which the Contractor manages, organises or otherwise directs the provision or the use of the Services or where any physical interface with the Force System takes place.
- 1.3 In this Schedule, a reference 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 or replaced by any subsequent enactment, modification, order, regulation or instrument.
- 1.4 Unless the context otherwise requires or set out above, expressions defined in the Contract and used in this Schedule shall have the meaning set out in the Contract.
- 1.5 Headings are for convenience only and shall not affect the interpretation of this Schedule.
2. Police Data
- 2.1 The Contractor shall:
- 2.1.1 not delete or remove any proprietary notices contained within or relating to Police Data;
- 2.1.2 not in any circumstances store, copy or disclose Police Data, without the Force’s

- express prior written authorisation;
- 2.1.3 not use Police Data except as necessary for the performance of its obligations under the Contract or as otherwise expressly authorised in writing by the Force; and
- 2.1.4 be responsible for preserving the integrity, security and confidentiality of Police Data in its possession or control, or which it uses, and for preventing corruption, unauthorised disclosure or loss of the same.
- 2.2 If at any time the Contractor suspects or has reason to suspect that Police Data has or may become disclosed in error, corrupted, lost or sufficiently degraded in any way for any reason, then it shall notify the Force immediately.
- 3. Confidentiality
- 3.1 Except to the extent set out in this paragraph 3 or where disclosure is expressly permitted elsewhere in the Contract, each Party shall:
 - 3.1.1 treat the other Party's Confidential Information as confidential in accordance with Good Industry Practice;
 - 3.1.2 not disclose the other Party's Confidential Information to any other person without the other Party's prior written consent; and
 - 3.1.3 not use the other Party's Confidential Information to procure or seek to procure commercial gain or advantage over either the other Party or a third party or to help or assist others to procure a commercial advantage over the other Party or a third party.
- 3.2 Paragraph 3.1 shall not apply to the extent that:
 - 3.2.1 such disclosure is a requirement of Law placed upon the Party making the disclosure, including without limitation any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the EIR;
 - 3.2.2 such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the other Party;
 - 3.2.3 such information was obtained from a third party without obligation of confidentiality;
 - 3.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of the Contract; or
 - 3.2.5 it is independently developed without access to the other Party's Confidential Information.
- 3.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA or EIR, the content of the Contract is not Confidential Information. The Force shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIR.
- 3.4 Notwithstanding any other term of the Contract, the Contractor hereby gives its consent for the Force to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public. Notwithstanding the foregoing, such publication will be redacted to remove Commercially Sensitive Information, such as the Price.
- 3.5 Subject to paragraph 3.6, the Contractor may only disclose Confidential Information to Contractor Personnel directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and comply with these obligations as to confidentiality.
- 3.6 The Contractor shall not disclose Confidential Information to any sub-contractor without the prior written consent of the Force.
- 3.7 The Contractor shall not, and shall procure that the Contractor Personnel do not, use Confidential Information received otherwise than for the purposes of the Contract.
- 3.8 Either Party may disclose the other Party's Confidential Information to its legal advisors to the extent necessary for the purpose of providing advice regarding or relating to the Contract and/or the Services.

- 3.9 Nothing in the Contract shall prevent the Force from disclosing Contractor Confidential Information:
- 3.9.1 to any Crown Body or other Contracting Authority, and all Crown Bodies or Contracting Authorities receiving such Contractor Confidential Information shall be entitled to further disclose the Contractor Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
 - 3.9.2 to any consultant, contractor or other person engaged by the Force or any person conducting a Home Office or Cabinet Office review; or
 - 3.9.3 for the purpose of the examination and certification of the Force's accounts.
- 3.10 The Force shall use all reasonable endeavours to ensure that any Regulatory Body, Crown Body, Contracting Authority, employee, third party or sub-contractor to whom Contractor Confidential Information is disclosed pursuant to paragraph 3.9 is made aware of the Force's obligations of confidentiality.
- 3.11 Nothing in this paragraph 3 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of intellectual property rights.
- 3.12 This paragraph 3 shall survive termination of the Contract and shall continue in full force and effect.

4. Freedom of Information

- 4.1 The Contractor acknowledges that the Force is subject to the requirements of the Code of Practice on Government Information, the FOIA and the EIR and shall assist and cooperate with the Force to enable the Force to comply with its Information disclosure obligations.
- 4.2 The Contractor shall and shall procure that its sub-contractors shall:
- 4.2.1 transfer to the Force all Requests for Information that it receives as soon as practicable and where reasonably possible within two Business Days of receiving a Request for Information;
 - 4.2.2 provide the Force with a copy of all Information in its possession, or power in the form that the Force (acting reasonably) requires as soon as practicable and where reasonably possible within five Business Days (or such other period as the Force may specify) of the Force's request;
 - 4.2.3 provide all necessary assistance as reasonably requested by the Force to enable the Force to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR; and
 - 4.2.4 not respond directly to a Request for Information unless expressly authorised to do so by the Force.
- 4.3 Notwithstanding any other provision in the Contract or any other agreement between the Parties, the Contractor acknowledges and agrees that the Force is responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, the FOIA or the EIR.
- 4.4 The Contractor acknowledges that (notwithstanding the provisions of paragraph 3) the Force may, acting in accordance with the Department of Constitutional Affairs' Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("Code"), be obliged under the FOIA or the EIR to disclose information concerning the Contractor or the Services:
- 4.4.1 in certain circumstances without consulting the Contractor; or
 - 4.4.2 following consultation with the Contractor and having taken the Contractor's views into account;
- provided always that where paragraph 4.4.1 applies the Force shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate and without

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putting itself in breach of any applicable Law, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

4.5 The Contractor shall ensure that all Information is retained for disclosure as required by Law and shall permit the Force to inspect such records as requested from time to time.

4.6 This paragraph 4 shall survive termination or expiry of the Contract and shall continue in full force and effect.

5. Audit

5.1 Without prejudice to any other right of audit or access granted to the Force pursuant to the Contract, the Force may at any time conduct an audit for the purpose of assessing the Contractor's compliance with its obligations under this Schedule. The Force shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the provision of the Services. Subject to the Force's obligations of confidentiality, the Contractor shall (and shall procure that the Contractor Personnel shall) on demand provide the Force (and/or its agents or representatives) with all reasonable cooperation and assistance in relation to each audit, including without limitation all information requested by the Force within the permitted scope of the audit, reasonable access to any Sites and access to Contractor Personnel.

5.2 Where any audit performed pursuant to paragraph 5.1, reveals any actual or potential security failure or weaknesses, or any other breach by the Contractor of its obligations under this Schedule, the Contractor shall promptly notify the Force of the remedial action which the Contractor proposes in order to correct such failure or weakness or remedy such breach. Subject to the Force's written approval, the Contractor shall implement such remedial action in accordance with the timetable agreed with the Force or, otherwise, as soon as reasonably possible. For the avoidance of doubt, where remedial action is to address a non-compliance with obligations under this Schedule, the remedial action shall be at no additional cost to the Force.

6. General

6.1 The Contractor shall notify the Force without undue delay upon becoming aware of any Breach of Security including, but not limited to, an actual, potential or attempted breach and, as soon as reasonably practicable, provide to the Force full details thereof (using such reporting mechanism as may be specified by the Force from time to time).

6.2 The Contractor shall ensure that all Contractor Personnel who have access to Force Premises shall comply with all visitor requirements and standard policies, rules and regulations relating to such Force Premises as the Force shall require from time to time.

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Schedule 6

Monitoring

6.1 The Contractor will then provide a management information report every 6 months regarding the status of each installed unit and any maintenance or support that has been provided.