

General Terms and Conditions of Contract

A. General Provisions

A1.0 Definitions
In these Conditions:
“Approval” and “Approved” means the written consent of the Responsible Officer. “Responsible Officer” means the person for the time being appointed by the Welfare Call (LAC) Limited as being authorised to administer the Contract on behalf of Welfare Call (LAC) Limited or such person as may be nominated by the Responsible Officer to act on its behalf.

“Welfare Call’s Equipment” means any equipment, plant, materials, issued or made available by Welfare Call (LAC) Limited and used in the performance of its obligations under the Contract. The Contractor’s Equipment and Welfare Call (LAC) Limited’s Equipment shall be referred to collectively as “the Equipment”.

“Premises” means the location where the Services are to be performed, as specified in the Specification, which are owned, leased or otherwise occupied by Welfare Call (LAC) Limited.

“Commencement Date” means the start date of this Contract as described in the Specification.
“Condition” means a condition within the Contract.
“Confidential Information” means any information (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either Party, all personal data and sensitive personal data within the meaning of the Data Protection Act 2018 and the Services.

“Contract” means the agreement between Welfare Call (LAC) Limited and the Contractor consisting of the Conditions and any attached schedules, the Specification, Invitation to Tender means the Contractor’s Tender [and any other documents (or parts thereof) specified by Welfare Call (LAC) Limited].

“Contract Period” means the term of the Contract as set out in Condition A2.

“Contract Price” means the price exclusive of Tax, payable to Welfare Call (LAC) Limited by the Contractor under the Contract, as set out in the Pricing Schedule, for the full and proper performance by Welfare Call (LAC) Limited of its part of the Contract.

“Contracting Authority” means any contracting authority as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) Regulations 2000 other than Welfare Call (LAC) Limited.

“Contracting Party” means the contracting authority order, pursuant to these terms and conditions.

“Contractor’s Equipment” means the Contractor’s equipment, plant, materials, et Al. used in the performance of its obligations under the Contract. The Contractor’s Equipment and Welfare Call (LAC) Limited’s Equipment shall be referred to collectively as “the Equipment”.

“Contractor’s Representative” means the individual authorised to act on behalf of the Contractor for the purposes of the Contract.
“Default” means any breach of the obligations of either Party (including but not limited to a



Fundamental Breach) or any default, act, omission, negligence or statement of either Party, its employees, agents or subcontractors 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.

“Environmental Information Regulations” means the Environmental Information Regulations 2004.
“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation including but not limited to Freedom of Information Act 2000 (Amendment) (EU Exit) Regulations 2018.

“Fundamental Breach” means a Default which is of a nature and effect which (either on its own or in conjunction with other Defaults then subsisting) is to be regarded as a substantial breach of that Party’s obligations under this Contract and which is calculated to deprive or has the effect of depriving the other Party of material benefits expected from the performance of this Contract.

“Information” has the meaning given under section 84 of the Freedom of Information Act 2000.
“Invitation to Tender” means an invitation for Contractors to bid for the Services supplied by Welfare Call (LAC) Limited.

“Intellectual Property” means patents, inventions, trademarks, service marks, logos, design rights (whether registrable 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 registrable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Key Personnel” mean those persons named in the Specification as being key personnel.

“Month” means calendar month.

“Party” means a party to this Contract and “Parties” shall be construed accordingly.

“Premises” means the location where the Services are to be performed, as specified in the Specification and unless the Contract states otherwise shall be deemed to include a reference to Welfare Call (LAC) Limited’s Premises.

“Pricing Schedule” means the Schedule containing details of the Contract Price.

“Quality Standards” means the quality standards published by the British Standards Institute, the International Organisation for Standardisation or other reputable body, that a leading company within the Contractor’s relevant industry or business sector would be expected to comply with, and as may be further detailed in the Specification Schedule.

“Requests for Information” shall have the meaning set out in FOIA or any apparent request for information under the FOIA or the Environmental Information Regulations.

“Services” means the services to be provided as specified in the Specification.

“Specification” means the description of the Services to be provided under the Contract and attached as the Specification Schedule.

“Specification Schedule” means the schedule containing details of the Specification.

“Staff” means all persons employed by the Contractor to perform the Contract together with the Contractor’s servants, agents and sub-contractors used in the performance of the Contract.

“Tender” means the Contractor’s response to the Invitation to Tender.

“Tax” means Value Added Tax.

A2.0 Interpretation
The interpretation and construction of this Contract shall be subject to the following provisions:

The terms and expressions set out in A1.0 shall have the meanings ascribed herein.

Words importing the singular meaning include where the context so admits the plural meaning and vice versa.

Words importing the masculine include the feminine and the neuter.

Reference to a Condition is a reference to the whole of that Condition unless stated otherwise.

Reference to a Clause is a reference to a



paragraph within a Condition unless stated otherwise.

References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or reenacted.

References to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted.

The words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.

A3.0 Contract Period
The contract shall last for the duration detailed in the invitation to tender from the Commencement Date unless it is otherwise terminated in accordance with this Contract, or otherwise lawfully terminated.

A4.0 Contractor Status

Nothing in this Contract shall impose any liability on the Contracting Party in respect of any liability incurred by Welfare Call (LAC) Limited to any other person but this shall not be taken to exclude or limit any liability of the Contracting Party to Welfare Call (LAC) Limited that may arise by virtue of either a breach of the Contract or by negligence on the part of the Contracting Party, the Contracting Party's employees, servants or agents.

A5.0 Entire Agreement

The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause shall not exclude liability in respect of any fraudulent misrepresentation. To the extent that there is a conflict between the documents constituting the Contract, these Terms and Conditions of Contract shall take precedence.

A6.0 Scope of Contract

Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Contracting Party and Welfare Call (LAC) Limited, and Welfare Call (LAC) Limited shall act accordingly.

A7.0 Notices

A7.1 Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
A7.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, post, registered post or by

the recorded delivery service), or electronic mail (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in Clause 7.4.

A7.3 Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 working days after the day on which the letter was posted, or four hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters or item of electronic mail.

A7.4 For the purposes of Clause A6.2 above, the address of each Party shall be:

(a) For the Contracting Party:

(insert address)

(b) For Welfare Call (LAC) Limited:

Address: BBIC Buildings, Snydale Road,
Cudworth, Barnsley,
S72 8RP

For the attention of: The Managing Director

Tel: 01226 716333

Email: bidmanagement@welfarecall.com

B. Provision of Services

B1.0 Manner of Carrying out the Services

B1.1 Welfare Call (LAC) Limited shall provide the Services during the Contract Period in accordance with the Contracting Party's requirements as set out in the Specification and the terms of this Contract.

B1.2 The Contracting Party shall have the power to inspect and examine the performance of the Services at the Contracting Party's Premises at any reasonable time or, provided that the



Contracting Party gives reasonable notice to Welfare Call (LAC) Limited, at any other Premises where any part of the Services is being performed.

B1.3 In providing the Services, Welfare Call (LAC) Limited shall comply with and take into account all applicable laws, enactments, orders, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom.

B1.4 If the Contracting Party demonstrates to Welfare Call (LAC) Limited that the Contracting Party considers that any part of the Services do not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of default or negligence on the part of the Contracting Party, Welfare Call (LAC) Limited shall work with the contracting party to rectify the questioned work within such reasonable time as may be specified by the Contracting Party and agreed by Welfare Call (LAC) Ltd.

B1.5 Without prejudice to any other rights and remedies the Contracting Party may have pursuant to the Contract, Welfare Call (LAC) Limited shall reimburse the Contracting Party for all reasonable costs incurred by the Contracting Party which have arisen as a direct consequence of Welfare Call

(LAC) Limited's delay in the performance of the Contract which Welfare Call (LAC) Limited has failed to remedy after being given reasonable notice by the Contracting Party.

B2.0 Standard of Work

B2.1 Welfare Call (LAC) Limited shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of work has not been specified in the Contract Welfare Call (LAC) Limited shall use the best applicable techniques and standards and execute the Contract with all reasonable care, skill and diligence, and in accordance with good industry practice.

B2.2 Welfare Call (LAC) Limited warrants and represents that all Staff assigned to the performance of the Service shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services.

B2.3 The introduction by Welfare Call (LAC) Limited of new methods or systems of working which impinge or might impinge on the provision of the Services shall be subject to prior Approval unless such changes are required by law.

C. Payment and Contract Price

C1.0 Contract Price

C1.1 In consideration of the performance of Welfare Call (LAC) Limited's obligations under the Contract, the Contracting Party shall pay the Contract Price.

C1.2 In the event that the cost to Welfare Call (LAC) Limited of performing its obligations under

the Contract increases or decreases, as a result of a change of law, the provisions of Condition C4 shall apply.

C1.3 The Contracting Party shall pay Welfare Call (LAC) Limited, in addition to the Contract Price, a sum equal to the Tax chargeable on the value of the Services provided in accordance with the Contract.

C2.0 Payment and Tax

C2.1 The Contracting Party shall pay the undisputed sums due to Welfare Call (LAC) Limited in cleared funds within 30 days of receipt and agreement of invoice(s), submitted in line with the G-Cloud contract call off schedule, for work to be completed for the Contracting Party.

C2.2 Each invoice shall contain all appropriate references and a detailed breakdown of the Services and shall be supported by any other documentation required by the Authorised Officer to substantiate the invoice.

C2.3 Where Welfare Call (LAC) Limited enters into a sub-contract with a supplier for the purpose of performing the Contract, it shall ensure payment of any undisputed sums shall be made in a period not exceeding 30 days from the receipt of a valid invoice, as defined in the contract with the with the sub-contractor.

C2.4 Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

C2.5 The Contracting Party may reduce payment in respect of any Services Welfare Call (LAC) Limited has either failed to provide or has provided inadequately, without prejudice to any other rights

or remedies of the Contracting Party.

C2.6 Welfare Call (LAC) Limited is entitled to terminate the Contract under Clause H2.2 for failure to pay undisputed charges.

C3.0 Recovery of Sums Due

C3.1 Wherever under the Contract any sum of money is recoverable from or payable by Welfare Call (LAC) Limited (including any sum which Welfare Call (LAC) Limited is liable to pay to the Contracting Party in respect of any breach of this Contract), the Contracting Party may unilaterally deduct that sum from any sum then due, or which at any later time may become due to Welfare Call (LAC) Limited under the Contract or under any other agreement or contract with the Contracting Party.

C3.2 Any overpayment by the Contracting Party to Welfare Call (LAC) Limited, whether of the Contract Price or of Tax, shall be a sum of money recoverable by the Contracting Party from Welfare Call (LAC) Limited.

C3.3 Welfare Call (LAC) Limited shall make any payments due to the Contracting Party without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless Welfare



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Call (LAC) Limited has a valid court order requiring an amount equal to such deduction to be paid by the Contracting Party to Welfare Call (LAC) Limited.

C4.0 Price adjustment on extension of the Contract Period

C4.1 The Contract Price shall be firm for the initial Contract Period. In the event of an extension being considered beyond the Contract Period the Contracting Party will review the charges with Welfare Call (LAC) Limited in the six months prior to the expiry of the Contract unless the scope or scale of the service differs from the original specifications by a predetermined amount agreed at the point of signing the contract.

C4.2 During this six-month period, Welfare Call (LAC) Limited may, following agreement with the Contracting Party and by giving the Contracting Party 3 Months’ notice in writing to take effect at the end of the Contract Period increase or reduce the Contract Price subject to Clause C4.3 below.

C4.3 Any claim for an increase in the Contract Price will only be considered if the increase does not exceed the percentage change in the Office of National Statistics’ Consumer Prices Index (CPI) between the Commencement Date and the date of the said notice given under Clause C4.2 or the costs are associated with additional functionality, increased data set sizes, or additional processing required to meet new or emerging legislation or regulations pertaining to the delivery of the service or where the initial contract was offered at a discounted price that the client was made aware of and where the discount offer no longer applies.

D. Statutory Obligation and Regulations

D1.0 Prevention of Corruption

D1.1 Welfare Call (LAC) Limited shall not offer or give, or agree to give, to any employee, agent, servant or representative of the Contracting Party 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 this Contract or any other contract with the Contracting Party, or for showing or refraining from showing favour or disfavour to any person in relation to this Contract or any such contract in contravention of the Prevention of Corruption Acts 1889 to 1916 or section 117 of the Local Government Act 1972 and 2010.

D1.2 The Contracting Party may terminate the Contract by notice in writing with immediate effect if the Contract acts in breach of Clause D1.1. D1.2.1 If either Welfare Call (LAC) Limited, their employees, or anyone sub-contracted to Welfare Call (LAC) Limited has any concerns regarding: any aspect of service provision by either Welfare Call (LAC) Limited or the Contracting Party, the conduct of officers or members of the Contracting Party or others acting on behalf of the Contracting Party, then either Welfare Call (LAC) Limited, their employees or anyone sub-contracted by Welfare Call (LAC) Limited may report this under the Contracting Party’s Confidential Reporting Policy.

D1.2.2 Welfare Call (LAC) Limited is obliged to ensure that all their employees or anyone sub-contracted to Welfare Call (LAC) Limited are aware of the Confidential Reporting Policy and that it is



anonymously accessible by them.

D2.0 Discrimination & Equal Opportunities

D2.1 Welfare Call (LAC) Limited and its Staff, volunteers, agents, consultants and anyone sub-contracted to Welfare Call (LAC) Limited shall: (a) observe a policy of equal opportunities both in employment and in the delivery of the Services; (b) not unlawfully discriminate on the grounds of: i. race (including ethnic origin, colour, nationality and national origin) ii. gender (including sex, marital status, family or part-time status) iii. gender identity or gender reassignment iv. disability v. religion or belief vi. sexual orientation vii. age (c) provide such training or guidance on equal opportunities legislation, good practice and the Contracting Party’s equality policies for those individuals involved in the management of this Contract or the delivery of the Services, as may be reasonably required by the Contracting Party; and (d) respond promptly to requests which the Contracting Party may make from time to time for monitoring information on Welfare Call (LAC) Limited’s compliance with Clause D2.1.

D3.0 The Contracts (Rights of Third Parties) Act 1999

D3.1 No person who is not a Party to the Contract (including without limitation any employee, officer, agent, representative, or anyone subcontracted to Welfare Call (LAC) Limited of either the Contracting Party or Welfare Call (LAC) Limited) shall have any right to enforce any term of the Contract, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to this Condition D3.

D3.2 The effects of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

D4.0 Health and Safety

D4.1 Welfare Call (LAC) Limited shall take all necessary measures to comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of the Contract.

D4.2 Welfare Call (LAC) Limited shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 1974) is made available to the Contracting Party on request.

D5.0 Environmental Requirements

D5.1 Welfare Call (LAC) Limited and its Staff, volunteers, agents, consultants and anyone sub-contracted by Welfare Call (LAC) Limited shall: (a) observe a policy of environmental management in its activities, products and the Services;

(b) comply with all relevant environmental legislation; (c) take all reasonable steps to ensure the observance of Clause D5.1 by its Staff, volunteers, agents, consultants and anyone sub-contracted by Welfare Call (LAC) Limited; and (d) respond promptly to requests which the Contracting Party may make from time to time for monitoring information on Welfare Call (LAC) Limited’s compliance with Clause D5.1.

D6.0 Human Rights

D6.1 Welfare Call (LAC) Limited shall perform the Contract in accordance with the requirements and principles of the Human Rights Act 1998 as if it were a public authority subject to the requirements of the 1998 Act.

E. Protection of Information

E1.0 Data Protection Act and General Data Protection Regulations (GDPR) E1.1 Welfare Call (LAC) Limited is currently registered under the Data Protection Act 2018 (“DPA”) and both Parties will duly observe all their obligations under the Act which arise in connection with the Contract.

E1.2 However, since 1st January 2021, all parties are now subject to the General Data Protection Regulations (UKGDPR). Welfare Call (LAC) Limited will be carrying out services as a Data Processor and the Contracting Party as Data Controller. Welfare Call (LAC) Limited will ensure that they:

(a) provide the Contracting Party with such information as the Contracting Party may



reasonably require to satisfy itself that Welfare Call (LAC) Limited is complying with its obligations under the GDPR; (b) promptly notify the Contracting Party of any breach of the security measures required to be put in place pursuant to Clause E1.2; and (c) ensure that it does nothing knowingly or negligently which places the Contracting Party in breach of the Contracting Party’s obligations under the DPA.

E1.3 The provisions of this Condition shall apply during the continuance of this Contract and in line with the contracting party’s retention policy after expiry or termination of the contract.

E2.0 Confidentiality

E2.1 Each Party: (a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and (b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract or where it is required by law. E2.2 Welfare Call (LAC) Limited shall take all necessary precautions to ensure that all

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Confidential Information obtained from the Contracting Party under or in connection with the Contract:

(a) is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;

(b) is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract.

E2.3 Welfare Call (LAC) Limited shall not use any Confidential Information it receives from the Contracting Party otherwise than for the purposes of the Contract.

E2.4 The provisions of Clauses E2.1 to E2.4 shall not apply to any Confidential Information received by one Party from the other:

(a) which is or becomes public knowledge (otherwise than by breach of this Condition);

(b) which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;

(c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

(d) is independently developed without access to the Confidential Information; or

(e) which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Condition E3.

E2.5 In the event that Welfare Call (LAC) Limited fails to comply with this Condition E2, the Contracting Party reserves the right to terminate the Contract by notice in writing with immediate effect.

E3.0 Freedom of Information

E3.1 Welfare Call (LAC) Limited acknowledges that the Contracting Party is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Contracting Party (at Welfare Call (LAC) Limited's expense) to enable the Contracting Party to comply with these Information disclosure requirements unless the requests are deemed to be unreasonable, excessive or repeated in which case Welfare Call (LAC) Limited reserves the right to recover its costs and expenses from the contracting party as provisioned for under the GDPR.

E3.2 Welfare Call (LAC) Limited shall:

(a) direct the requestor to make their FOI request directly to the contracting party for the contracting party to process in line with their current policies and procedures so as not to add an intermediary to the process that could lead to unnecessary delays.

(b) provide the Contracting Party with a copy of all Information in its possession or power in the form that the Contracting Party requires within ten Working Days (or such other period as the Contracting Party may specify) of the Contracting Party requesting that Information; and

(c) provide all necessary assistance as reasonably requested by the Contracting Party to enable the Contracting Party to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.



E3.3 The Contracting Party shall be responsible for determining at its absolute discretion whether the Confidential Information and/or any other Information:

(a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;

(b) is to be disclosed in response to a Request for Information, and in no event shall Welfare Call (LAC) Limited respond directly to a Request for Information unless expressly authorised to do so by the Contracting Party or required to do so by law.

E3.4 Welfare Call (LAC) Limited shall ensure that all Information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Contracting Party to inspect such records as requested from time to time.

E4.0 Security of Confidential Information

E4.1 Welfare Call (LAC) Limited will immediately notify the Contracting Party of any breach of security in relation to Confidential Information and all data obtained in the performance of the Contract and will keep a record of such breaches. Welfare Call (LAC) Limited will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to Welfare Call (LAC) Limited's obligations under Condition E2. Welfare

Call (LAC) Limited will co-operate with the Contracting Party in any investigation that the Contracting Party considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.

E5.0 Publicity, Media and Official Enquiries

E5.1 Without prejudice to the Contracting Party's obligations under the FOIA, neither Party shall make any press announcements or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

E6.0 Intellectual Property Rights

E6.1 The Parties agree that the following shall apply in relation to Intellectual Property:

(a) Any and all Intellectual Property belonging to a Party immediately before the Commencement Date shall continue to belong to that Party; and

(b) Any and all rights in any Intellectual Property arising from the provision of the Services shall remain the intellectual property of Welfare Call (LAC) Limited for use in relation to the performance of this and other Contracts.

E6.2 Where Welfare Call (LAC) Limited has licensed Intellectual Property from and belonging to a third party for the purpose of providing the Services, Welfare Call (LAC) Limited shall:

(a) Strictly observe the terms of that license, including payment of any royalties; and

(b) Indemnify the Contracting Party in full for losses incurred by the Contracting Party in connection with any claim made against it by a third party for breach of that third party's Intellectual Property rights as a result of the performance of the Services.

E7.0 Audit, the National Audit Office and the Commissioner for Local Administration

E7.1 Welfare Call (LAC) Limited shall keep and maintain until seven years after the Contract has been completed, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services provided under it, all expenditure reimbursed by the Contracting Party, and all payments made by the Contracting Party. Welfare Call (LAC) Limited shall on request afford officers of the National Audit Office, the Contracting Party or the Contracting Party's representatives such access to those records as may be required by the Contracting Party in connection with the Contract.

E7.2 If the Commissioner for Local Administration ("the Ombudsman") shall wish to investigate the Contract then Welfare Call (LAC) Limited shall provide such information, access and co-operation to the Ombudsman as the Ombudsman may reasonably require to the extent permitted by law, without prejudicing the security and confidentiality of other data on the service.

F. Control of the Contract

F1.0 Assignment and Sub-Contracting

F1.1 Sub-contracting any part of the Contract shall not relieve Welfare Call (LAC) Limited of any obligation or duty attributable to Welfare Call (LAC) Limited under the Contract.

F1.2 Welfare Call (LAC) Limited shall be responsible for the acts and omissions of anyone sub-contracted to Welfare Call (LAC) Limited as though they are its own.



F2.0 Waiver

F2.1 The failure of either Party to insist upon strict performance of any provision of the Contract or the failure of either Party to exercise 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 this Contract.

F2.2 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 the provisions of Condition A6.

F2.3 A waiver of any right or remedy arising from a breach of Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

F3.0 Variation of the Services

F3.1 Welfare Call (LAC) Limited reserves the right on giving reasonable written notice from time to time to require changes to the Services (whether by way of the removal of Services, the addition of new Services, or increasing or decreasing the Services or specifying the order in which the Services are to be performed or the locations where the Services are to be provided or in the manner in which the services are provided) for any reasons whatsoever. Such a change is hereinafter

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called “a Variation”.

F3.2 Any such Variation shall be communicated in writing to the Authorised Officer by Welfare Call (LAC) Limited’s Representative in accordance with the notice provisions of Condition A7. All Variations shall be in the form of an addendum to the Contract.

F3.3 In the event of a Variation the Contract Price may also be varied. Such Variation in the Contract Price shall be calculated by Welfare Call (LAC) Limited and agreed in writing with the Contracting Party and shall be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter shall be determined by negotiation or mediation in accordance with the provisions of Condition I1.1 to I1.7.

F4.0 Severability
F4.1 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.

F4.2 In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the Parties shall immediately commence negotiations in good faith to remedy the invalidity.

F5.0 Remedies in the event of inadequate performance

F5.1 Where a complaint is received about the standard of Services or about the way any Services have been delivered or work has been performed or about the materials or procedures used or about any other matter connected with the performance of this Contract, then the Authorised Officer shall take all reasonable steps to ascertain whether the complaint is valid. If the Authorised Officer so decides, he may uphold the complaint, or take further action in accordance with the provisions of Condition H2 of this Contract.

F5.2 If the Contracting Party can demonstrate that the delivery of the service falls outside that described in the contract and Welfare Call (LAC) Ltd and the Contracting Party agree and such failure is capable of remedy, then the Contracting Party may instruct Welfare Call (LAC) Limited to perform the work and Welfare Call (LAC) Limited shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 30 days or such time both parties agree is reasonable.

F5.3. In the event that:
(a) Welfare Call (LAC) Limited fails to comply with Clause F5.3. above; or
(b) Welfare Call (LAC) Limited persistently fails to comply with Clause F5.3 above, and such failures, taken as a whole, are materially adverse to the commercial interests of the Contracting Party; then the Contracting Party reserves the right to terminate the Contract by notice in writing with immediate effect.

F5.4 The remedies of the Contracting Party under this Condition may be exercised successively in



respect of any one or more failures by Welfare Call (LAC) Limited.

F6.0 Remedies Cumulative
F6.1 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies

G. Liabilities

G1.0 Indemnity and Insurance
G1.1 Welfare Call (LAC) Limited shall indemnify and keep indemnified the Contracting Party fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Contract, financial loss arising from any advice given or omitted to be given by Welfare Call (LAC) Limited, or any other loss which is caused directly or indirectly by any act or omission of Welfare Call (LAC) Limited. This Condition shall not apply if Welfare Call (LAC) Limited is able to demonstrate the loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its Staff or anyone sub-contracted to Welfare Call (LAC) Limited, or by any circumstances within its or their control.

G1.2 Welfare Call (LAC) Limited shall insure against its liability under G1.1 above as follows:
(a) with employers liability insurance in a minimum amount of £10m for each and every claim, act or occurrence or series of claims, acts or occurrences (or such other sum as may be agreed in writing between Welfare Call (LAC) Limited and the Contracting Party) and the policy shall provide an indemnity to the Contracting Party;
(b) public liability insurance in a minimum amount of £10m for each and every claim, act or occurrence or series of claims, acts or occurrences (or such other sum as may be agreed in writing between Welfare Call (LAC) Limited and the Contracting Party) and the policy shall provide an indemnity to the Contracting Party; and
(c) professional indemnity insurance – if Welfare Call (LAC) Limited provides services which requires professional indemnity insurance, then Welfare Call (LAC) Limited must ensure that it has cover of a minimum amount of £2m for each and every claim, act or occurrence or series of claims, acts or occurrences (or such other sum as may be agreed in writing between Welfare Call (LAC) Limited and the Contracting Party) (d) product liability insurance – if Welfare Call (LAC) Limited provides goods which requires product liability insurance, then Welfare Call (LAC) Limited must ensure that it has cover of a minimum amount of £2m for each and every claim, act or occurrence or series of claims, acts or occurrences (or such other sum as may be agreed in writing between Welfare Call (LAC) Limited and the Contracting Party)

G1.3 Welfare Call (LAC) Limited shall produce to the Authorised Officer, on request, copies of all insurance policies referred to in this Condition or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with

receipts or other evidence of payment of the latest premiums due under those policies.

G2.0 Warranties and Representations
G2.1 Welfare Call (LAC) Limited warrants and represents that:
(a) Welfare Call (LAC) Limited has the full capacity and authority and all necessary consents (including, but not limited to, where its procedures so require, the consent of its parent company) to enter into and perform this Contract and that this Contract is executed by a duly authorised representative of Welfare Call (LAC) Limited;
(b) Welfare Call (LAC) Limited shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this Condition) in accordance with its own established internal procedures;
(c) all obligations of Welfare Call (LAC) Limited pursuant to the Contract shall be performed and rendered by appropriately experienced, qualified and trained Staff with all due skill, care and diligence; and
(d) Welfare Call (LAC) Limited is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Contract.

G2.2 Each of the warranties contained in clause

G2.1 shall be construed as a separate representation or warranty and shall not be limited by the terms of any of the other warranties or by any other term of the Contract.



G2.3 Welfare Call (LAC) Limited acknowledges that the Contracting Party has entered into the Contract in reliance of the warranties.

G2.4 The warranties shall continue in full force and effect during and up to the termination of the Contract.

H. Default, Disruption and Termination

H1.0 Termination on change of control and insolvency
H1.1 The Contracting Party may terminate the Contract by notice in writing with immediate effect where:
(a) Welfare Call (LAC) Limited undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Contract;

(b) Welfare Call (LAC) Limited is an individual or a firm and a petition is presented for Welfare Call (LAC) Limited’s bankruptcy, or a criminal bankruptcy order is made against Welfare Call (LAC) Limited or any partner in the firm, or Welfare Call (LAC) Limited or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an

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administrator is appointed to manage Welfare Call (LAC) Limited's or firm's affairs;

(c) Welfare Call (LAC) Limited is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge;

(d) Welfare Call (LAC) Limited is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 and 2000; or

(e) any similar event occurs under the law of any other jurisdiction within the United Kingdom.

H1.2 If Welfare Call (LAC) Limited, being an individual, shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983 and 2007, the Contracting Party shall be entitled to terminate this Contract by notice to Welfare Call (LAC) Limited or Welfare Call (LAC) Limited's Representative with immediate effect.

H2.0 Termination on Default

H2.1 The Contracting Party may terminate the Contract, or terminate the provision of any part of the Contract by written notice to Welfare Call (LAC) Limited with immediate effect if Welfare Call (LAC) Limited commits a Default and if:

(a) Welfare Call (LAC) Limited has not remedied the Default to the satisfaction of the Contracting

Party within 30 days, or such other period as agreed by Welfare Call (LAC) Ltd and the Contracting Party, after issue of a written notice specifying the Default and requesting it to be remedied; or

(b) the Default is not capable of remedy; or

(c) the Default is a Fundamental Breach of the Contract.

H2.2 Welfare Call (LAC) Limited may terminate this Contract if the Contracting Party is in Fundamental Breach of its obligations to pay undisputed charges by giving the Contracting Party 90 days' notice in writing specifying the breach and requiring its remedy. Welfare Call (LAC) Limited's right of termination under this Clause H2.2 shall not apply to non-payment of the charges where such non-payment is due to the Contracting Party exercising its rights under Clause C3.1.

H3.0 Break

H3.1 The Contracting Party shall have the right to terminate the Contract, or to terminate the provision of any part of the Contract at any time by giving three Months' written notice to Welfare Call (LAC) Limited. The Contracting Party may extend the period of notice at any time before it expires.

H4.0 Consequences of Termination

H4.1 Where either Party terminates the Contract under Condition H2 or terminates the provision of any part of the Contract under that Condition, then either Party shall be entitled to recover any outstanding sums relating to the provision of the service.

H5.0 Disruption

H5.1 Welfare Call (LAC) Limited shall take



reasonable care to ensure that in the execution of the Contract it does not disrupt the operations of the Contracting Party, its employees or any other Welfare Call (LAC) Limited employed by the Contracting Party.

H5.2 Welfare Call (LAC) Limited shall immediately inform the Contracting Party of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.

H6.0 Recovery upon Termination

H6.1 Termination or expiry of the Contract shall be without prejudice to any rights and remedies of Welfare Call (LAC) Limited and the Contracting Party accrued before such 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.

H6.2 When either this Contract comes to an end or it ceases to apply to a particular aspect of the Services Welfare Call (LAC) Limited shall cooperate with the Contracting Party and any new service provider appointed by the Contracting Party to continue or take over the performance of the Contract (in whole or in part) in order to ensure an effective handover of all work then in progress to enable the Contracting Party and any new service provider to comply with their respective obligations under the Transfer of Undertakings

(Protection of Employment) Regulations 2006 and amendments issued in 2009.

H6.3 The provisions of this Clause shall survive the continuance of this Contract and up to its termination.

H7.0 Force Majeure

H7.1 A Force Majeure Event means any event or circumstance which meets all of the following criteria:

(a) it materially causes (on a reasonable view) Welfare Call (LAC) Limited to be unable to fully carry out some or all of its obligations under this Contract;

(b) it is outside the reasonable control of Welfare Call (LAC) Limited; and

(c) insurance cover to compensate the Party otherwise benefiting from those affected obligations from the interruption caused by the relevant event or circumstance is either unavailable or not reasonably economic having regard to the value of this Contract.

H7.2 If Welfare Call (LAC) Limited wishes to suspend the provision of the Services on the occurrence of a Force Majeure Event, the following apply:

(a) Welfare Call (LAC) Limited shall give notice to the Contracting Party specifying the Force Majeure Event, and the extent to which the Force Majeure Event will affect the ability of Welfare Call (LAC) Limited to perform its obligations;

(b) Welfare Call (LAC) Limited shall do whatever is reasonable to mitigate the effects of its inability or delay in carrying out those obligations affected by the Force Majeure Event, including assisting the Contracting Party in finding alternatives if possible (subject to the Contracting Party agreeing to pay Welfare Call (LAC) Limited a reasonable additional fee for such activities);

(c) Welfare Call (LAC) Limited shall resume its obligations as soon as possible after the effects of Force Majeure Event have sufficiently eased; and

(d) On valid service of the notice:

(i) Welfare Call (LAC) Limited is relieved of liability in its obligations whilst it is unreasonable to expect it to carry them out due to the Force Majeure Event; and

(ii) the Contracting Party is permitted to delay payments under this Agreement in a way that is reasonably commensurate with the suspension of the Services.

I. Disputes

I1.0 Dispute Resolution

I1.1 If a dispute arises out of or in connection with any aspect of the Contract, the Parties shall attempt in good faith to negotiate a settlement within 30 days of either Party notifying the other of a dispute.

I1.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of the competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

I1.3 If the dispute cannot be resolved by the Parties pursuant to Clause

I1.1 the dispute shall be referred to mediation pursuant to the procedure set out in Clause I1.5 unless:

(a) The Contracting Party considers that the dispute is not suitable for resolution by mediation; or

(b) Welfare Call (LAC) Limited does not agree to mediation.

I1.4 The performance of the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and Welfare Call (LAC)



Limited (and their Staff, agents, suppliers and anyone subcontracted by Welfare Call (LAC) Limited) shall comply fully with the requirements of the Contract at all times.

I1.5 The procedure for mediation and consequential provisions relating to mediation are as follows:

(a) the mediator, who shall be a mediator accredited by a reputable body shall be chosen by agreement between the Parties.

(b) 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;

(c) if the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives;

(d) failing agreement, either of the Parties may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties; and

(e) if the Parties fail to reach agreement in the

structured negotiations within 60 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 unless the dispute is referred to arbitration pursuant to the procedures set out in Clause I1.6. I1.6 Subject to Clause I1.2, the Parties shall not institute court proceedings until the procedures set out in Clauses I1.3 and I1.5 have been completed save that:

(a) The Contracting Party may at any time before court proceedings are commenced, serve a notice on Welfare Call

(LAC) Limited requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause I1.7;

(b) if Welfare Call (LAC) Limited intends to commence court proceedings, it shall serve written notice on Contracting Party of its intentions and Contracting Party shall have 21 days following receipt of such notice to serve a reply on Welfare Call (LAC) Limited requiring the dispute to be referred to and resolved by arbitration in accordance with the provisions of Clause I1.7; or
(c) Welfare Call (LAC) Limited may request by notice in writing to the Contracting Party that any dispute be referred and resolved by arbitration in accordance with the provisions of Clause I1.7, to which the Contracting Party may in its discretion consent as it sees fit.

I1.7 In the event that any arbitration proceedings are commenced pursuant to Clause I1.6, the following provisions shall apply:

(a) the arbitration shall be governed by the provisions of the Arbitration Act 1996;

(b) the Contracting Party shall give a written notice of arbitration to Welfare Call (LAC) Limited (the “Arbitration Notice”) stating:

(i) that the dispute is referred to arbitration; and
(ii) providing details of the issues to be resolved;

(c) the London Court of International Arbitration (“LCIA”) procedural rules in force at the date that the dispute was referred to arbitration in accordance with I1.7 (b) shall be applied and are deemed to be incorporated by reference to this Contract and the decision of the arbitrator shall be binding on the Parties in the absence of any material failure to comply with such rules;
(d) the tribunal shall consist of a sole arbitrator to be agreed by the Parties; and
(e) if the Parties fail to agree the appointment of the arbitrator within 10 (ten) days of the Arbitration Notice being issued by the Contracting Party under I1.7(b) or if the person appointed is unable or unwilling to act, the arbitrator shall be appointed by the LCIA.

J. Law

J1.0 Governing Law

J1.1 This Contract shall be governed and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England and Wales

K. Income Tax and National Insurance Contributions

Where Welfare Call (LAC) Limited is liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Contract, the Supplier shall:

(a) at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions, in respect of that consideration; and

(b) Indemnify the Contracting Party against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made (whether before or after the making of a demand pursuant to the indemnity hereunder) in connection with the provision of the Goods and/or Services by Welfare Call (LAC) Limited.



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