

{Add Date}

{Add Client Logo}

and



CONTRACT
relating to the supply of

Cloud based compliance management software

{Add Client Address}

Table of Contents

A.	GENERAL PROVISIONS	4
A1.	DEFINITIONS AND INTERPRETATION	4
A2.	INITIAL CONTRACT PERIOD	9
A3.	CONTRACTOR'S STATUS	9
A4.	THE CUSTOMER'S OBLIGATIONS	9
A5.	NOTICES	9
A6.	MISTAKES IN INFORMATION	9
A7.	CONFLICTS OF INTEREST	10
A8.	THE SERVICES	10
A9.	PROVISION AND REMOVAL OF EQUIPMENT	10
A10.	MANNER OF CARRYING OUT THE SERVICES	11
A11.	NOT USED	11
A12.	CONTRACTOR'S STAFF	11
A13.	LICENCE TO OCCUPY PREMISES	11
A14.	PROPERTY	12
A15.	OFFERS OF EMPLOYMENT	12
A16.	TRANSITION SUPPORT	13
B.	PAYMENT AND CONTRACT PRICE	14
B1.	CONTRACT PRICE	14
B2.	PAYMENT AND VAT	14
B3.	RECOVERY OF SUMS DUE	14
C.	STATUTORY OBLIGATIONS AND REGULATIONS	15
C1.	PREVENTION OF CORRUPTION	15
C2.	PREVENTION OF FRAUD	15
C3.	DISCRIMINATION	15
C4.	THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999	16
C5.	ENVIRONMENTAL REQUIREMENTS	16
C6.	HEALTH AND SAFETY	16
D.	PROTECTION OF INFORMATION	16
D1.	DATA PROTECTION	16
D2.	CONFIDENTIAL INFORMATION	17
D3.	FREEDOM OF INFORMATION	18
D4.	PUBLICITY, MEDIA AND OFFICIAL ENQUIRIES	19
D5.	SECURITY	19
D6.	INTELLECTUAL PROPERTY RIGHTS	19
D7.	AUDIT	21
E.	CONTROL OF THE CONTRACT	21
E1.	TRANSFER AND SUB-CONTRACTING	21
E2.	WAIVER	22
E3.	VARIATION	22
E4.	SEVERABILITY	22
E5.	CONTRACT PERFORMANCE REVIEW	23
E6.	REMEDIES IN THE EVENT OF INADEQUATE PERFORMANCE	23
E7.	REMEDIES CUMULATIVE	24
E8.	EXTENSION OF INITIAL CONTRACT PERIOD	24
E9.	ENTIRE AGREEMENT	24
E10.	COUNTERPARTS	24
F.	LIABILITIES	24
F1.	LIABILITY, INDEMNITY AND INSURANCE	24
F2.	PROFESSIONAL INDEMNITY	26
F3.	WARRANTIES AND REPRESENTATIONS	26
G.	DEFAULT, DISRUPTION AND TERMINATION	26
G1.	TERMINATION ON INSOLVENCY AND CHANGE OF CONTROL	26
G2.	TERMINATION ON DEFAULT	28
G3.	CONSEQUENCES OF EXPIRY OR TERMINATION	28
G4.	DISRUPTION	29
G5.	RECOVERY UPON TERMINATION	29
G6.	FORCE MAJEURE	29

H.	DISPUTES AND LAW	30
H1.	GOVERNING LAW AND JURISDICTION.....	30
H2.	DISPUTE RESOLUTION.....	30
	SCHEDULE 1: SPECIAL CONDITIONS.....	32
	SCHEDULE 2: PRICING SCHEDULE	37
	SCHEDULE 3: SPECIFICATIONS AND SLA'S	39
	SCHEDULE 3.1: SPECIFICATION SCHEDULE	39
	SCHEDULE 3.2: TRUE COMPLIANCE SLA.....	40

THIS AGREEMENT HAS BEEN ENTERED INTO AND IS DATED {Add Date} BETWEEN:

{Add Client Name & Address} (the **Customer**);

and

True Compliance Ltd (Company No. 10389519) whose registered office is at *Onega House, 112 Main Road, Sidcup, Kent, DA14 6NE* (the **Contractor**)

A. GENERAL PROVISIONS

A1. Definitions and Interpretation

A1.1 In this Contract unless the context otherwise requires the following provisions shall have the meanings given to them below:

“Affiliate” means in relation to a party, any entity that directly or indirectly controls, is controlled by, or is under common control with that party.

“Approval” means the written consent of the Customer.

“Commencement Date” means the date of the Contract.

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which:

- (i) was public knowledge at the time of disclosure (otherwise than by breach of clause D2 (Confidential Information));
- (ii) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
- (iii) is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
- (iv) which is independently developed without access to the Confidential Information.

“Contract” means this written agreement between the Customer and the Contractor consisting of these clauses, the Special Conditions and any attached Schedules. Where there is inconsistency between any of the provisions in the main terms and conditions of this Contract and the Special Conditions, the provisions of the Special Conditions shall prevail.

“Contract Period” means the period from the Commencement Date to:

- (a) the date of expiry set out in clause A2 (Initial Contract Period), or

- (b) following an extension pursuant to clause **Error! Reference source not found.** (Extension of Initial Contract Period), the date of expiry of the extended period,

or such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.

“Contract Price” means the price (exclusive of any applicable VAT), payable to the Contractor by the Customer under the Contract, as set out in the Pricing Schedule, 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 C4 (Price Adjustment on Extension of Initial Contract Period).

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures: as defined in the Data Protection Legislation.

“**Data Protection Legislation**” all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the DPA (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a Party.

“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other.

“DPA” means the Data Protection Act 2018 and any subordinate legislation made under such Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

“Environmental Information Regulations” means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

“Equipment” means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of its obligations under the Contract.

“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 or relevant government department in relation to such legislation.

“Fraud” means any offence under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Customer.

“Good Industry Practice” means standards, practices, methods and procedures conforming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

“Information” has the meaning given under section 84 of the FOIA.

“Initial Contract Period” means the period from the Commencement Date to the date of expiry set out in clause A2 (Initial Contract Period), or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract.

“Intellectual Property Rights” means patents, inventions, trade marks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off.

“Law” means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements or any Regulatory Body of which the Contractor is bound to comply.

“Month” means calendar month.

“Party” means a party to the Contract.

“Premises” means the location where the Services are to be supplied, as set out in the Specification.

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

“Property” means the property, other than real property, issued or made available to the Contractor by the Customer in connection with the Contract.

“Quality Standards” means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body, (and their successor bodies) that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Specification Schedule.

“Receipt” means the physical or electronic arrival of the invoice at the address of the Customer detailed at clause A5.3 or at any other address given by the Customer to the Contractor for the submission of invoices.

“Regulatory Bodies” means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the Customer and “Regulatory Body” shall be construed accordingly.

“Replacement Contractor” means any third party service provider 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.

“Request for Information” shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).

“Schedule” means a schedule attached to, and forming part of, the Contract.

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

“SLA” means the service level agreement set out in Schedule 3.

“Software” means the computer programs listed in the Specification and all user documentation in respect of such programs and any

modification which is acquired by the Customer during the subsistence of this Contract.

“Special Conditions” shall mean those conditions set out in Schedule 1

“Specification” means the description of the Services to be supplied under the Contract as set out in the Specification Schedule including, where appropriate, the Premises and the Quality Standards.

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

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

“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.

“Variation” has the meaning given to it in clause E3.1 (Variation).

“VAT” means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

“Vulnerability” a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term “Vulnerabilities” shall be interpreted accordingly.

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

A1.2

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

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) 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;
- (e) 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;

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

A2. Initial Contract Period

- A2.1 The Contract shall take effect on the Commencement Date and shall expire automatically on {Add End Date}, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated, or extended under clause E8 (Extension of Initial Contract Period).

A3. Contractor’s Status

- A3.1 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.

A4. The Customer’s Obligations

- A4.1 Save as otherwise expressly provided, the obligations of the Customer under the Contract are obligations of the Customer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Customer in any other capacity, nor shall the exercise by the Customer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Customer to the Contractor.

A5. Notices

- A5.1 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.
- A5.2 Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, first class post, recorded delivery or special delivery) or electronic mail, or by facsimile transmission (confirmed in either case by letter). Such letters shall be addressed to the other Party in the manner referred to in clause A5.3. 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 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other Party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.
- A5.3 For the purposes of clause A5.2, the address of each Party shall be:
- (a) For the Customer:
{Add Client Address}
Email: {Add Client Email}
 - (b) For the Contractor:
Onega House, 112 Main Road, Sidcup, Kent, DA14 6NE
Email: hello@truecompliance.co.uk
- A5.4 Either Party may change its address for service by serving a notice in accordance with this clause.

A6. Mistakes in Information

- A6.1 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Customer by the Contractor in connection with the supply of the

Services and shall pay the Customer any extra costs occasioned by any discrepancies, errors or omissions therein.

A7. Conflicts of Interest

- A7.1 The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff is placed in a position where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Customer under the provisions of the Contract. The Contractor will disclose to the Customer full particulars of any such conflict of interest which may arise.
- A7.2 The Customer reserves the right to terminate the Contract immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Customer, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the Customer under the provisions of the Contract. The actions of the Customer pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Customer.

SUPPLY OF SERVICES

A8. The Services

- A8.1 The Contractor shall supply the Services during the Contract Period in accordance with the Customer's requirements as set out in the Specification, the provisions of the Contract and the SLA in consideration of the payment of the Contract Price. The Customer may inspect and examine the manner in which the Contractor supplies the Services at the Premises during normal business hours on reasonable notice.
- A8.2 The SLA shall apply with effect from the Commencement Date.
- A8.3 If the Customer informs the Contractor in writing that the Customer reasonably believes that any part of the Services does not meet the requirements of the Contract or differ 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 carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Customer. The Software will be free from defects for a period of 12 months from delivery, conform to the Specification and be delivered free from Vulnerabilities, viruses and malicious code.
- A8.4 The Customer shall be able to order any such Services and the Contractor shall fulfil all such orders by the Customer pursuant to this Contract. The Customer shall not be required to order any minimum amount, quantity or value of Services.
- A8.5 This Contract is signed on a non-exclusive basis and the Customer shall have no limitation on its right to obtain services of the same kind, quality and quantity described in the Contract from any other source at any time.
- A8.6 The Customer's Affiliates shall be entitled to use the Services on condition that the Customer remains liable to the Contractor for all acts and/or omissions of the Customer's Affiliates.

A9. Provision and Removal of Equipment

- A9.1 The Contractor shall provide all the Equipment necessary for the supply of the Services.
- A9.2 The Contractor shall not deliver any Equipment nor begin any work on the Premises without obtaining prior Approval.
- A9.3 All Equipment brought onto the Premises shall be at the Contractor's own risk and the Customer shall have no liability for any loss of or damage to any Equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the Customer's Default. The Contractor shall provide for the haulage or carriage thereof to the Premises and the removal of Equipment when no longer required at its sole

cost. Unless otherwise agreed, Equipment brought onto the Premises will remain the property of the Contractor.

A9.4 The Contractor shall maintain all items of Equipment within the Premises in a safe serviceable and clean condition.

A9.5 The Contractor shall, at the Customer's written request, at its own expense and as soon as reasonably practicable:

- (a) remove from the Premises any Equipment which in the reasonable opinion of the Customer is either hazardous, noxious or not in accordance with the Contract; and
- (b) replace such item with a suitable substitute item of Equipment.

A9.6 On completion of the Services the Contractor shall remove the Equipment together with any other materials used by the Contractor to supply the Services 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 thereon, other than fair wear and tear, which is caused by the Contractor or any Staff.

A10. Manner of Carrying Out the Services

A10.1 The Contractor shall at all times comply with the Quality Standards, and where applicable shall maintain accreditation with the relevant Quality Standards authorisation body. To the extent that the standard of Services has not been specified in the Contract, the Contractor shall agree the relevant standard of the Services with the Customer prior to the supply of the Services and, in any event, the Contractor shall perform its obligations under the Contract in accordance with the Law and Good Industry Practice.

A10.2 The Contractor shall ensure that all Staff supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.

A11. Not used

A12. Contractor's Staff

A12.1 The Customer may, by written notice to the Contractor, refuse to admit onto, or withdraw permission to remain on, the Premises:

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

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

A12.2 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.

A12.3 The Contractor's Staff, engaged within the boundaries of the Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Premises.

A13. Licence to occupy Premises

A13.1 Any land or Premises made available from time to time to the Contractor by the Customer in connection with the Contract, shall be made available to the Contractor on a non-exclusive licence basis free of charge and shall be used by the Contractor solely for the purpose of performing its obligations under the Contract. The Contractor shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract.

- A13.2 The Contractor shall limit access to the land or Premises to such Staff as is necessary to enable it to perform its obligations under the Contract and the Contractor shall co-operate (and ensure that its Staff co-operate) with such other persons working concurrently on such land or Premises as the Customer may reasonably request.
- A13.3 Should the Contractor require modifications to the Premises, such modifications shall be subject to prior Approval and shall be carried out by the Customer at the Contractor's expense. The Customer shall undertake approved modification work without undue delay. Ownership of such modifications shall rest with the Customer.
- A13.4 The Contractor shall (and shall ensure that its Staff shall) observe and comply with such rules and regulations as may be in force at any time for the use of such Premises as determined by the Customer, and the Contractor shall pay for the cost of making good any damage caused by the Contractor or its Staff other than fair wear and tear. For the avoidance of doubt, damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings therein.
- A13.5 The Parties agree that there is no intention on the part of the Customer to create a tenancy of any nature whatsoever in favour of the Contractor or its Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to the Contract, the Customer retains the right at any time to use any premises owned or occupied by it in any manner it sees fit.

A14. Property

- A14.1 Where the Customer issues Property free of charge to the Contractor such Property shall be and remain the property of the Customer and the Contractor irrevocably licences the Customer and its agents to enter upon any premises of the Contractor during normal business hours on reasonable notice to recover any such Property. The Contractor shall not in any circumstances have a lien or any other interest on the Property and the Contractor shall at all times possess the Property as fiduciary agent and bailee of the Customer. The Contractor shall take all reasonable steps to ensure that the title of the Customer to the Property and the exclusion of any such lien or other interest are brought to the notice of all sub-contractors and other appropriate persons and shall, at the Customer's request, store the Property separately and ensure that it is clearly identifiable as belonging to the Customer.
- A14.2 The Property shall be deemed to be in good condition when received by or on behalf of the Contractor unless the Contractor notifies the Customer otherwise within 5 Working Days of receipt.
- A14.3 The Contractor shall maintain the Property in good order and condition (excluding fair wear and tear), and shall use the Property solely in connection with the Contract and for no other purpose without prior Approval.
- A14.4 The Contractor shall ensure the security of all the Property whilst in its possession, either on the Premises or elsewhere during the supply of the Services, in accordance with the Customer's reasonable security requirements as required from time to time.
- A14.5 The Contractor shall be liable for all loss of, or damage to, the Property (excluding fair wear and tear), unless such loss or damage was caused by the Customer's Default. The Contractor shall inform the Customer promptly in any event within 2 Working Days of becoming aware of any defects appearing in, or losses or damage occurring to, the Property.

A15. Offers of Employment

- A15.1 For the duration of the Contract and for a period of 12 months thereafter the Contractor shall not employ or offer employment to the Customer's staff who have been associated with the procurement and/or the contract management of the Services without the Customer's prior written consent. For the duration of the Contract and for a period of 12 months thereafter the Customer shall not employ or offer employment to the Contractor's staff who have been associated with the procurement and/or the contract management of the Services without the Contractor's prior written consent.

A15.2

A16. Transition Support

- A16.1 On termination of this Contract the Contractor must co-operate fully to facilitate a smooth transition in relation to the legal and operational handover of responsibilities the Contractor to the Customer or any replacement Contractor.
- A16.2 Within 5 (five) Business Days of the final day of the Contract, the Contractor must:
- (a) return to the Customer, the Customer data and all documents and data provided by the Customer;
 - (b) provide copies of all other documents and data used in connection with the Services to the Customer; and
- A16.3 All the documents and data (including the Customer Data) provided under clause A16.2 must be supplied in the formats required by the Customer and must be up-to-date to midnight on the termination date of the Contract.

B. PAYMENT AND CONTRACT PRICE

B1. Contract Price

- B1.1 In consideration of the Contractor's performance of its obligations under the Contract, the Customer shall pay the Contract Price in accordance with clause B2 (Payment and VAT).
- B1.2 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 supplied in accordance with the Contract.

B2. Payment and VAT

- B2.1 The Customer shall pay all sums due to the Contractor within 30 days of receipt of a valid invoice.
- B2.2 The Contractor shall ensure that each invoice contains all appropriate references and a detailed breakdown of the Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.
- B2.3 Where the Contractor enters into a sub-contract with a supplier or contractor in accordance with clause F1 for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- B2.4 The Contractor shall add VAT to the Contract Price at the prevailing rate as applicable.
- B2.5 The Contractor shall indemnify the Customer on a continuing basis 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 B2.5 shall be paid by the Contractor to the Customer not less than 5 Working Days before the date upon which the tax or other liability is payable by the Customer.
- B2.6 The Contractor shall not suspend the supply of the Services unless the Contractor is entitled to terminate the Contract under clause G2.3 (Termination on Default) 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 an annual rate equal to 3% over the current base lending rate of the bank of England's base rate from time to time.

B3. Recovery of Sums Due

- B3.1 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 breach of the Contract), 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 or contract with the Customer.
- B3.2 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.
- B3.3 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.
- B3.4 All payments due shall be made within a reasonable time unless otherwise specified in the Contract, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

C. STATUTORY OBLIGATIONS AND REGULATIONS

C1. Prevention of Corruption

- C1.1 The Contractor shall not 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.
- C1.2 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.
- C1.3 If the Contractor, its Staff or anyone acting on the Contractor's behalf, engages in conduct prohibited by clauses C1.1 or C1.2, the Customer may:
- (a) terminate the Contract 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 supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; or
 - (b) recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of those clauses.
- C1.4 In exercising its rights or remedies under this clause, the Customer shall:
- (a) act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of, the person performing the prohibited act;
 - (b) give all due consideration, where appropriate, to action other than termination of the Contract.

C2. Prevention of Fraud

- C2.1 The Contractor shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Contractor (including its shareholders, members, directors) in connection with the receipt of monies from the Customer.
- C2.2 The Contractor shall notify the Customer immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- C2.3 If the Contractor or its Staff commits Fraud in relation to this or any other contract with the Customer, the Customer may:
- (a) terminate the Contract 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 supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Contract Period; or
 - (b) recover in full from the Contractor any other loss sustained by the Customer in consequence of any breach of this clause.

C3. Discrimination

- C3.1 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 Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age)

Regulations 2006, the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

- C3.2 The Contractor shall take all reasonable steps to secure the observance of clause C3.1 by all Staff.

C4. The Contracts (Rights of Third Parties) Act 1999

- C4.1 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 both Parties. This clause 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.

C5. Environmental Requirements

- C5.1 The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with 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.

C6. Health and Safety

- C6.1 The Contractor shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract. The Customer shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Premises and which may affect the Contractor in the performance of its obligations under the Contract.
- C6.2 While on the Premises, the Contractor shall comply with any health and safety measures implemented by the Customer in respect of Staff and other persons working there.
- C6.3 The Contractor shall notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- C6.4 The Contractor shall comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.
- C6.5 The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Customer on request.

D. PROTECTION OF INFORMATION

D1. Data Protection

- D1.1 The Contractor shall (and shall ensure that its entire Staff) comply with any notification requirements under the Data Protection Legislation and both Parties will duly observe all their obligations under the DPA which arise in connection with the Contract.
- D1.2 Notwithstanding the general obligation in clause D1.1, where the Contractor is processing Personal Data (as defined by the Data Protection Legislation) as a Processor for the Customer the Contractor shall:
- (a) Process the Personnel Data only in accordance with instructions from the Customer (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by the Customer;
 - (b) comply with all Data Protection Legislation;
 - (c) Process the Personal Data only to the extent; and in such manner as is necessary for the provision of the Contractor's obligations under this Contract or as is required by Law or any Regulatory Body;

- (d) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
- (e) take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
- (f) obtain prior written consent from the Customer in order to transfer the Personal Data to any sub-contractor for the provision of the Services;
- (g) not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior consent of the Customer;
- (h) ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause D1;
- (i) ensure that none of the staff and agents publish disclose or divulge any of the Personal Data to any third parties unless directed in writing to do so by the Customer; and
- (j) not disclose Personnel Data to any third parties in any circumstances other than with the written consent of the Customer or in compliance with a legal obligation imposed upon the Customer; and

D1.3 The provisions of this Clause D1 shall apply during the Contract Period and indefinitely after its expiry.

D2. Confidential Information

D2.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each Party shall:

- (a) treat all Confidential Information belonging to the other Party as confidential and use all reasonable endeavours to prevent their Staff from making any disclosure to any person of any such Confidential Information; and
- (b) 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 either Party's obligations under the Contract or except where disclosure is otherwise expressly permitted by the provisions of the Contract.

D2.2 Where it is considered necessary in the opinion of the Customer, the Contractor shall ensure that Staff or such professional advisors or consultants give a confidentiality undertaking before beginning work in connection with the Contract. The Contractor shall ensure that its Staff, professional advisors and consultants comply with the Contractor's confidentiality obligations under the Contract.

D2.3 The Contractor shall not use any Confidential Information it receives from the Customer otherwise than for the purposes of the Contract.

D2.4 Nothing in clauses D2.1 to E2.3 shall prevent the Customer disclosing any Confidential Information obtained from the Contractor:

- (a) for the purpose of the examination and certification of the Customer's accounts; or
- (b) for the purpose of any examination pursuant to the Audit Commission Act 1998 of the economy, efficiency and effectiveness with which the Customer has used its resources; or
- (c) to any consultant, contractor or other person engaged by the Customer,

provided that in disclosing information under sub-paragraph (c) the Customer discloses only the information which is necessary for the purpose concerned and requests that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.

- D2.5 Nothing in clauses E2.1 to D2.3 shall prevent either Party from:
- (a) using any techniques, ideas or know-how gained during the performance of its obligations under the Contract in the course of its normal business, to the extent that this does not result in a disclosure of the other Party's Confidential Information or an infringement of the other Party's Intellectual Property Rights, or
 - (b) disclosing Confidential Information 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.
- D2.6 In the event that the Contractor fails to comply with clauses D2.1 to D2.3, the Customer reserves the right to terminate the Contract with immediate effect by notice in writing.
- D2.7 In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in the supply of the Services under the Contract, the Contractor undertakes to maintain adequate security arrangements that meet the requirements of professional standards and best practice.
- D2.8 The Contractor will immediately notify the Customer of any breach of security in relation to Confidential Information and all data obtained in the supply of the Services under the Contract and will keep a record of such breaches. The Contractor will use its best endeavours to recover such Confidential Information or data however it may be recorded. This obligation is in addition to the Contractor's obligations under clauses D2.1 to D2.3. The Contractor will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Confidential Information or data.
- D2.9 The Contractor shall, at its own expense, alter any security systems at any time during the Contract Period at the Customer's request if the Customer reasonably believes the Contractor has failed to comply with clauses D2.7 and D2.8.

D3. Freedom of Information

- D3.1 The Contractor acknowledges that the Customer may become subject to the requirements of the FOIA and/or the Environmental Information Regulations and shall assist and cooperate with the Customer to enable the Customer to comply with any of its Information disclosure obligations.
- D3.2 In the event that the Customer becomes subject to the requirements of the FOIA and/or the Environmental Information Regulations, the Contractor shall and shall procure that any sub-contractors shall transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within 2 Working Days of receiving a Request for Information;
- (a) provide the Customer with a copy of all Information in its possession, or power in the form that the Customer requires within [five] Working Days (or such other period as the Customer may specify) of the Customer's request; and
 - (b) provide all necessary assistance as reasonably requested by the Customer to enable the Customer 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 Environmental Information Regulations.
- D3.3 The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether the

Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations

D3.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Customer.

D3.5 The Contractor acknowledges that (notwithstanding the provisions of Clause D3) the Customer may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services in certain circumstances:

- (a) without consulting the Contractor; or
- (b) following consultation with the Contractor and having taken their views into account;

provided always that where D3.5(a) applies the Customer shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

D3.6 The Contractor shall ensure that all Information is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

D4. Publicity, Media and Official Enquiries

D4.1 Without prejudice to the Customer's obligations under the FOIA, neither Party shall make any press announcement or publicise the Contract or any part thereof in any way, except with the written consent of the other Party.

D4.2 Both Parties shall take reasonable steps to ensure that their servants, employees, agents, sub-contractors, suppliers, professional advisors and consultants comply with clause D4.1.

D5. Security

D5.1 The Customer shall be responsible for maintaining the security of the Premises in accordance with its standard security requirements. The Contractor shall comply with all security requirements of the Customer while on the Premises, and shall ensure that all Staff comply with such requirements.

D5.2 The Customer shall provide the Contractor upon request copies of its written security procedures and shall afford the Contractor upon request with an opportunity to inspect its physical security arrangements.

D6. Intellectual Property Rights

D6.1 All Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material (the "IP Materials"):

- (a) furnished to or made available to the Contractor by or on behalf of the Customer shall remain the property of the Customer; and
- (b) prepared by or for the Contractor on behalf of the Customer for use, or intended use, in relation to the performance by the Contractor of its obligations under the Contract shall belong to the Customer;

and the Contractor shall not, and shall ensure that the Staff shall not, (except when necessary for the performance of the Contract) without prior Approval, use or disclose any Intellectual Property Rights in the IP Materials.

D6.2 The Contractor hereby assigns to the Customer, with full title guarantee, all Intellectual Property Rights which may subsist in the IP Materials prepared in accordance with clause D6.1(b). This assignment shall take effect on the date of the Contract or as a present assignment of future rights that will take effect immediately on the coming into existence of

the Intellectual Property Rights produced by the Contractor. The Contractor shall execute all documentation necessary to execute this assignment.

- D6.3 The Contractor shall waive or procure a waiver of any moral rights subsisting in copyright produced by the Contract or the performance of the Contract.
- D6.4 The Contractor shall ensure that the third party owner of any Intellectual Property Rights that are or which may be used to perform the Contract grants to the Customer a non-exclusive licence or, if itself a licensee of those rights, shall grant to the Customer an authorised sub-licence, to use, reproduce, modify, develop and maintain the Intellectual Property Rights in the same. Such licence or sub-licence shall be non-exclusive, perpetual, royalty free and irrevocable and shall include the right for the Customer to sub-license, transfer, novate or assign to other Affiliates, Contracting Authorities, the Replacement Contractor or to any other third party supplying services to the Customer.
- D6.5 The Contractor shall not infringe any Intellectual Property Rights of any third party in supplying the Services and the Contractor shall, during and after the Contract Period, indemnify and keep indemnified and hold the Customer harmless from and against all actions, suits, claims, demands, losses, charges, damages, costs and expenses and other liabilities which the Customer may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim arises from:
- (a) items or materials based upon designs supplied by the Customer; or
 - (b) the use of data supplied by the Customer which is not required to be verified by the Contractor under any provision of the Contract.
- D6.6 The Customer shall notify the Contractor in writing of any claim or demand brought against the Customer for infringement or alleged infringement of any Intellectual Property Right in materials supplied or licensed by the Contractor.
- D6.7 The Contractor shall at its own expense conduct all negotiations and any litigation arising in connection with any claim for breach of Intellectual Property Rights in materials supplied or licensed by the Contractor, provided always that the Contractor:
- (a) shall consult the Customer on all substantive issues which arise during the conduct of such litigation and negotiations;
 - (b) shall take due and proper account of the interests of the Customer; and
 - (c) shall not settle or compromise any claim without the Customer's prior written consent (not to be unreasonably withheld or delayed).
- D6.8 The Customer shall at the request of the Contractor afford to the Contractor all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Customer or the Contractor by a third party for infringement or alleged infringement of any third party Intellectual Property Rights in connection with the performance of the Contractor's obligations under the Contract and the Contractor shall indemnify the Customer for all costs and expenses (including, but not limited to, legal costs and disbursements) incurred in doing so. The Contractor shall not, however, be required to indemnify the Customer in relation to any costs and expenses incurred in relation to or arising out of a claim, demand or action which relates to the matters in clause D6.5(a) or (b).
- D6.9 The Customer shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right by the Customer or the Contractor in connection with the performance of its obligations under the Contract.
- D6.10 If a claim, demand or action for infringement or alleged infringement of any Intellectual Property Right is made in connection with the Contract or in the reasonable opinion of the Contractor is likely to be made, the Contractor shall notify the Customer and, at its own expense and subject to the consent of the Customer (not to be unreasonably withheld or delayed), use its best endeavours to:

- (a) modify any or all of the Services without reducing the performance or functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the provisions herein shall apply mutatis mutandis to such modified Services or to the substitute Services; or
- (b) procure a licence to use and supply the Services, which are the subject of the alleged infringement, on terms which are acceptable to the Customer,

and in the event that the Contractor is unable to comply with clauses D6.7(a) or (b) within 20 Working Days of receipt of the Contractor's notification the Customer may terminate the Contract with immediate effect by notice in writing.

- D6.11 The Contractor grants to the Customer and any Affiliate, a royalty-free, irrevocable and non-exclusive licence (with a right to sub-licence) to use any Intellectual Property Rights and the Software that the Contractor owned or developed prior to the Commencement Date and which the Customer reasonably requires in order exercise its rights and take the benefit of this Contract including the Services provided.

D7. Audit

- D7.1 The Contractor shall keep and maintain until 6 years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it, all expenditure reimbursed by the Customer, and all payments made by the Customer. The Contractor shall on request afford the Customer or the Customer's representatives such access to those records as may be requested by the Customer in connection with the Contract.

E. CONTROL OF THE CONTRACT

E1. Transfer and Sub-Contracting

- E1.1 Except where E1.4 and E1.5 applies, the Contractor shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
- E1.2 The Contractor shall be responsible for the acts and omissions of its sub-contractors as though they are its own.
- E1.3 Where the Customer has consented to the placing of sub-contracts, copies of each sub-contract shall, at the request of the Customer, be sent by the Contractor to the Customer as soon as reasonably practicable.
- E1.4 Notwithstanding clause E1.1, the Contractor may assign to a third party ("the Assignee") the right to receive payment of the Contract Price or any part thereof due to the Contractor under this Contract (including any interest which the Customer incurs under clause B2.6). Any assignment under this clause E1.4 shall be subject to:
- (a) reduction of any sums in respect of which the Customer exercises its right of recovery under clause B3 (Recovery of Sums Due);
 - (b) all related rights of the Customer under the contract in relation to
 - (c) the recovery of sums due but unpaid; and
 - (d) the Customer receiving notification under both clauses E1.5 and E1.6.
- E1.5 In the event that the Contractor assigns the right to receive the Contract price under clause E1.4, the Contractor or the Assignee shall notify the Customer in writing of the assignment and the date upon which the assignment becomes effective.
- E1.6 The Contractor shall ensure that the Assignee notifies the Customer of the Assignee's contact information and bank account details to which the Customer shall make payment.

- E1.7 The provisions of clause B2 (Payment and VAT) shall continue to apply in all other respects after the assignment and shall not be amended without the Approval of the Customer.
- Subject to clause E1.8, the Customer may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under the Contract.
- E1.8 The Customer may disclose to any Transferee any Confidential Information of the Contractor which relates to the performance of the Contractor's obligations under the Contract. In such circumstances the Customer shall authorise the Transferee to use such Confidential Information only for purposes relating to the performance of the Contractor's obligations under the Contract and for no other purpose and shall take all reasonable steps to ensure that the Transferee gives a confidentiality undertaking in relation to such Confidential Information.
- E1.9 Each Party shall at its own cost and expense carry out, or use all reasonable endeavours to ensure the carrying out of, whatever further actions (including the execution of further documents) the other Party reasonably requires from time to time for the purpose of giving that other party the full benefit of the provisions of the Contract.

E2. Waiver

- E2.1 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.
- E2.2 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 A6 (Notices).
- E2.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

E3. Variation

- E3.1 Subject to the provisions of this clause E3, the Customer may request a variation to the Specification provided that such variation does not amount to a material change to the Specification. Such a change is hereinafter called a "Variation".
- E3.2 The Customer may request a Variation by notifying the Contractor in writing of the "Variation" and giving the Contractor sufficient information to assess the extent of the Variation and consider whether any change to the Contract Price is required in order to implement the Variation. The Customer shall specify a time limit within which the Contractor shall respond to the request for a Variation. Such time limits shall be reasonable having regard to the nature of the Variation. If the Contractor accepts the Variation it shall confirm the same in writing.
- E3.3 In the event that the Contractor is unable to accept the Variation to the Specification or where the Parties are unable to agree a change to the Contract Price, the Customer may;
- (a) allow the Contractor to fulfil its obligations under the Contract without the variation to the Specification;
 - (b) terminate the Contract with immediate effect, except where the Contractor has already delivered all or part of the Services or where the Contractor can show evidence of substantial work being carried out to fulfil the requirements of the Specification; and in such case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution procedure detailed at Clause H2.

E4. Severability

- E4.1 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.

E5. Contract Performance Review

- E5.1 Following the completion of the onboarding phase, the customer shall transition to routine operational use (Business as Usual). Once this transition is complete, the Customer shall have the option to request a monthly performance review meeting with a member of the Contractor's client support team. The purpose of the review meeting will be to assess ongoing performance, discuss any issues or areas for improvement, and address any additional support requirements. The Customer may choose to schedule or forgo these meetings at their discretion. The Contractor will ensure that a designated client support representative is available for the scheduled meetings and will provide relevant performance data and updates as required.

E6. Remedies in the event of inadequate performance

- E6.1 Where a complaint is received about the standard of Services or about the manner in which any Services have been supplied or work has been performed or about the materials or procedures used or about any other matter connected with the performance of the Contractor's obligations under the Contract, then the Customer shall notify the Contractor, and where considered appropriate by the Customer, investigate the complaint. The Customer may, in its sole discretion, uphold the complaint and take further action in accordance with clause G2 (Termination on Default) of the Contract.
- E6.2 In the event that the Customer is of the reasonable opinion that there has been a material breach of the Contract by the Contractor, then the Customer may, without prejudice to its rights under clause G2 (Termination on Default), do any of the following:
- (a) without terminating the Contract, itself supply or procure the supply of all or part of the Services until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Customer that the Contractor will once more be able to supply all or such part of the Services in accordance with the Contract;
 - (b) without terminating the whole of the Contract, terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Contract Price shall be made) and thereafter itself supply or procure a third party to supply such part of the Services; and/or
 - (c) terminate, in accordance with clause G2 (Termination on Default), the whole of the Contract.
- E6.3 Without prejudice to its right under clause B3 (Recovery of Sums Due), the Customer may charge the Contractor for any costs reasonably incurred and any reasonable administration costs in respect of the supply of any part of the Services by the Customer or a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services and provided that the Customer uses its reasonable endeavours to mitigate any additional expenditure in obtaining replacement Services.
- E6.4 If the Contractor fails to supply any of the Services in accordance with the provisions of the Contract and such failure is capable of remedy, then the Customer shall instruct the Contractor to remedy the failure and the Contractor shall at its own cost and expense remedy such failure (and any damage resulting from such failure) within 10 Working Days or such other period of time as the Customer may direct.
- E6.5 In the event that:

- (a) the Contractor fails to comply with clause E6.4 above and the failure is materially adverse to the interests of the Customer or prevents the Customer from discharging a statutory duty; or
- (b) the Contractor persistently fails to comply with clause E6.4 above,

The Customer may terminate the Contract with immediate effect by notice in writing.

E7. Remedies Cumulative

- E7.1 Except as otherwise expressly provided by the Contract, all remedies available to either Party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

E8. Extension of Initial Contract Period

- E8.1 The Customer may, by giving written notice to the Contractor not less than 30 days prior to the last day of the Initial Contract Period extend the Contract for an additional {add extension period} period. The provisions of the Contract will apply throughout any such extended period.

E9. Entire Agreement

- E9.1 The Contract constitutes the entire agreement between the Parties in respect of the matters dealt with therein. The Contract supersedes all prior negotiations between the Parties and all representations and undertakings made by one Party to the other, whether written or oral, except that this clause shall not exclude liability in respect of any Fraud or fraudulent misrepresentation.
- E9.2 In the event of, and only to the extent of, any conflict between the clauses of the Contract, any document referred to in those clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- (a) the clauses of the Contract;
 - (b) the Schedules; and
 - (c) any other document referred to in the clauses of the Contract.

E10. Counterparts

- E10.1 This 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.

F. LIABILITIES

F1. Liability, Indemnity and Insurance

- F1.1 Neither Party excludes or limits liability to the other Party for:
- (a) death or personal injury caused by its negligence; or
 - (b) Fraud; or
 - (c) fraudulent misrepresentation; or
 - (d) the deliberate default or wilful misconduct of that party, its employees or agents or subcontractors.
- F1.2 Subject to clauses F1.3 and F1.4, the Contractor shall indemnify the Customer and keep the Customer indemnified fully against all claims, proceedings, actions, damages, costs, expenses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Contractor of its obligations under the Contract 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 or indirectly by any act or omission of the Contractor.

F1.3 The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Contract.

F1.4 Subject always to clause F1.1, the liability of either Party for Defaults shall be subject to the following financial limits:

- (a) the aggregate liability of either Party for all Defaults resulting in direct loss of or damage to the property of the other under or in connection with the Contract shall in no event exceed **£ TWO** million pounds (£2,000,000); and
- (b) the annual aggregate liability under the Contract of either Party for all Defaults (other than a Default governed by clause F1.4(a)) shall in no event exceed the greater of **£ TWO** million pounds (£2,000,000) or the Contract Price paid or payable by the Customer to the Contractor in the year in which the liability arises.

F1.5 Subject always to clause F1.1, in no event shall either Party be liable to the other for any:

- (a) loss of profits, business, revenue or goodwill; and/or
- (b) loss of savings (whether anticipated or otherwise); and/or
- (c) indirect or consequential loss or damage.

F1.6 The Contractor shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Contractor.

F1.7 The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the 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. Such policies shall include cover for professional indemnity, public liability and in respect of any financial loss arising from any advice given or omitted to be given by the Contractor. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

F1.8 The Contractor shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement from time to time in force.

F1.9 The Contractor shall give the Customer, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

F1.10 If, for whatever reason, the Contractor fails to give effect to and maintain the insurances required by the provisions of the Contract the Customer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.

F1.11 The provisions of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in clause (d).

F1.12 The Contractor shall be required to have as a minimum the following insurances:

Class	Minimum Level of Indemnity
Public Liability	£2 million
Employers Liability	£5 million
Professional Indemnity	£2 million

F2. Professional Indemnity

- F2.1 The Contractor shall effect and maintain appropriate professional indemnity insurance cover during the Contract Period and shall ensure that all agents, professional consultants and sub-contractors involved in the supply of the Services do the same. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of the Contract.

F3. Warranties and Representations

- F3.1 The Contractor warrants and represents that:
- (a) it has full capacity and authority and all necessary consents (including where its procedures so require, the consent of its parent company) to enter into and perform its obligations under the Contract and that the Contract is executed by a duly authorised representative of the Contractor;
 - (b) in entering the Contract it has not committed any Fraud;
 - (c) 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;
 - (d) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;
 - (e) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to perform its obligations under the Contract;
 - (f) no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the 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;
 - (g) it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
 - (h) in the three 3 years prior to the date of the Contract:
 - (i) it has conducted all financial accounting and reporting activities in compliance in all material respects with the generally accepted accounting principles that apply to it in any country where it files accounts;
 - (ii) it has been in full compliance with all applicable securities and tax laws and regulations in the jurisdiction in which it is established; and
 - (iii) 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.

G. DEFAULT, DISRUPTION AND TERMINATION

G1. Termination on insolvency and change of control

- G1.1 The Customer may terminate the Contract with immediate effect by notice in writing where the Contractor is a company and in respect of the Contractor:
- (a) a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or

- (b) a shareholders' meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
- (c) a petition is presented for its winding up (which is not dismissed within 14 days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
- (d) a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
- (e) an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) being a "small company" within the meaning of section 247(3) of the Companies Act 1985, a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) any event similar to those listed in G1.1(a)-(g) occurs under the law of any other jurisdiction.

G1.2 The Customer may terminate the Contract with immediate effect by notice in writing where the Contractor is an individual and:

- (a) 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
- (b) a petition is presented and not dismissed within 14 days or order made for the Contractor's bankruptcy; or
- (c) 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
- (d) 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
- (e) 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 14 days; or
- (f) he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Capacity Act 2005; or
- (g) he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

G1.3 The Contractor shall notify the Customer immediately if the Contractor undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 ("change of control"). The Customer may terminate the Contract by notice in writing with immediate effect within six months of:

- (a) being notified that a change of control has occurred; or
- (b) 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 was granted prior to the change of control.

G2. Termination on Default

- G2.1 The Customer may terminate the Contract by written notice to the Contractor with immediate effect if the Contractor commits a Default and if:
- (a) the Contractor has not remedied the Default to the satisfaction of the Customer within 25 Working Days, or such other period as may be specified by the Customer, after issue of a written notice specifying the Default and requesting it to be remedied; or
 - (b) the Default is not, in the opinion of the Customer, capable of remedy; or
 - (c) the Default is a material breach of the Contract; or
 - (d) the Default is, in the opinion of the Customer, serious in nature and/or likely to damage the reputation of the Customer; or
 - (e) three or more Defaults (in each case not necessarily relating to the same breach or failure) in any continuous 6 (six) month period.
- G2.2 In the event that through any Default of the Contractor, data transmitted or processed in connection with the Contract is either lost or sufficiently degraded as to be unusable, the Contractor shall be liable for the cost of reconstitution of that data and shall reimburse the Customer in respect of any charge levied for its transmission and any other costs charged in connection with such Default.
- G2.3 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 90 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 under clauses B3.1 (Recovery of Sums Due).

G3. Consequences of Expiry or Termination

- G3.1 Where the Customer terminates the Contract under clause G2 (Termination on Default) and then makes other arrangements for the supply of 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. The Customer shall take all reasonable steps to mitigate such additional expenditure. Where the Contract is terminated under clause G2 (Termination on Default), no further payments shall be payable by the Customer to the Contractor (for Services supplied 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 this clause.
- G3.2 Save as otherwise expressly provided in the Contract:
- (a) 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; and
 - (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Customer or the Contractor under clauses B2 (Payment and VAT), B3 (Recovery of Sums Due), C1 (Prevention of Corruption), D1

(Data Protection Act), D2 (Confidential Information), D3 (Freedom of Information), D6 (Intellectual Property Rights), D7 (Audit), E7 (Remedies Cumulative), F1 (Liability, Indemnity and Insurance), F2 (Professional Indemnity), G3 (Consequences of Expiry or Termination), G5 (Recovery upon Expiry or Termination) and H1 (Governing Law and Jurisdiction).

G4. Disruption

- G4.1 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.
- G4.2 The Contractor shall immediately inform the Customer 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.
- G4.3 In the event of industrial action by the Staff, the Contractor shall seek Approval to its proposals to continue to perform its obligations under the Contract.
- G4.4 If the Contractor's proposals referred to in clause G4.3 are considered insufficient or unacceptable by the Customer acting reasonably, then the Contract may be terminated with immediate effect by the Customer by notice in writing.

G5. Recovery upon Termination

- G5.1 On the termination of the Contract for any reason, the Contractor shall:
- (a) immediately return to the Customer all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Services;
 - (b) immediately deliver to the Customer all Property (including materials, documents, information and access keys) provided to the Contractor under clause A8. Such property shall be handed back in good working order (allowance shall be made for reasonable wear and tear);
 - (c) assist and co-operate with the Customer to ensure an orderly transition of the provision of the Services to the Replacement Contractor and/or the completion of any work in progress.
 - (d) promptly provide all information concerning the provision 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.
- G5.2 If the Contractor fails to comply with clause G5.1(a) and (b), 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.
- G5.3 Where the end of the Contract Period arises due to the Contractor's Default, the Contractor shall provide all assistance under clause G5(c) and (d) free of charge.

G6. Force Majeure

- G6.1 Neither party shall be liable for any delay or failure in performing its obligations under this Contract as a result of reasons beyond its reasonable control which make performance of its obligations under this Contract unlawful or impossible (Event of Force Majeure). Any time allowed under this Contract or the Project Plan for performance of any of a party's obligations will be extended for the duration of an Event of Force Majeure which prevents such performance.
- G6.2 If an Event of Force Majeure continues for more than 15 days, either party may terminate this Contract by notice in writing to the other.

H. DISPUTES AND LAW

H1. Governing Law and Jurisdiction

- H1.1 Subject to the provisions of clause H2, 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 and construed according to English Law.

H2. Dispute Resolution

- H2.1 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 of the dispute and such efforts shall involve the escalation of the dispute to the Procurement Director (or equivalent) of each Party.
- H2.2 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.
- H2.3 If the dispute cannot be resolved by the Parties pursuant to clause H2.1 the Parties shall refer it to mediation pursuant to the procedure set out in clause H2.5 unless (a) the Customer considers that the dispute is not suitable for resolution by mediation; or (b) the Contractor does not agree to mediation.
- H2.4 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.
- H2.5 The procedure for mediation and consequential provisions relating to mediation are as follows:
- (a) 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 Association of Northern Mediators to appoint a Mediator.
 - (b) 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 Association of Northern Mediators to provide guidance on a suitable procedure.
 - (c) 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.
 - (d) 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.
 - (e) 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

IN WITNESS of which this Contract has been duly executed by the parties.

SIGNED for and on behalf of

{Add Client Name} (THE CUSTOMER)

Signature:

Name:

Position:

Date:

SIGNED for and on behalf of

True Compliance LTD (THE CONTRACTOR)

Signature:

Name:

Position:

Date:

SCHEDULE 1: Special Conditions

SPECIAL CONDITIONS

1. PREVENTION OF FRAUD AND BRIBERY - DEFINITIONS

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Default: any breach of the obligations of the relevant Party (including abandonment of this Contract in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence or statement

(a) in the case of the Customer, of its employees, servants, agents; or

(b) in the case of the Contractor, of its Sub-Contractors or any Contractor's Personnel, in connection with or in relation to the subject matter of this Contract and in respect of which such Party is liable to the other.

Effective Date: the date on which this Contract is signed by both Parties

Prohibited Act: the following constitute Prohibited Acts:

(a) to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage to:

(i) induce that person to perform improperly a relevant function or activity; or

(ii) reward that person for improper performance of a relevant function or activity;

(b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract.

(c) committing any offence:

(i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);

(ii) under legislation or common law concerning fraudulent acts;

(iii) defrauding, attempting to defraud or conspiring to defraud the Customer.

(d) any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK.

Services: the services to be delivered by or on behalf of the Contractor under this Contract.

Sub-Contract: any contract or agreement, or proposed contract or agreement between the Contractor and any third party whereby that third party agrees to provide to the Contractor the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services.

Sub-Contractor: the third parties that enter into a Sub-Contract with the Contractor.

Contractor's Personnel: all employees, staff, and other workers of the Contractor and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

1.1 Prevention of Fraud and Bribery

1.1.1 the Contractor represents and warrants that neither it, nor to the best of its knowledge any Contractor's Personnel, have at any time prior to the Effective Date:

(a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

(b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

1.1.2 the Contractor shall not during the term of this Agreement:

(a) commit a Prohibited Act; and/or

(b) do or suffer anything to be done which would cause the Customer or any of the Customer's employees, Contractors, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

1.1.3 the Contractor shall during the term of this Contract:

(a) establish, maintain and enforce, and require that its Sub-contractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and

(b) keep appropriate records of its compliance with its obligations under Clause 1.1.2(a) and make such records available to the Customer on request.

1.1.4 the Contractor shall immediately notify the Customer in writing if it becomes aware of any breach of Clause 1.1 and/or 1.1.1, or has reason to believe that it has or any of the Contractor's Personnel have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
- (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Contract or otherwise suspects that any person or Party directly or indirectly connected with this Contract has committed or attempted to commit a Prohibited Act.

1.1.5 If the Contractor makes a notification to the Customer pursuant to Clause 1.1.3, the Contractor shall respond promptly to the Customer's enquiries, co-operate with any investigation, and allow the Customer to audit any books, records and/or any other relevant documentation reasonably required by the Customer.

1.1.6 If the Contractor is in Default under Clauses 1.1 and/or 1.1.1, the Customer may by notice:

- (a) require the Contractor to remove from performance of this Contract any Contractor's Personnel whose acts or omissions have caused the Default; or
- (b) immediately terminate this Contract.

1.1.7 Any notice served by the Customer under Clause 1.1.5 shall specify the nature of the Prohibited Act, the identity of the Party who the Customer believes has committed the Prohibited Act and the action that the Customer has elected to take (including, where relevant, the date on which this Contract shall terminate).

2. EQUALITY AND DIVERSITY

the Contractor shall:

(a) perform its obligations under this Contract (including those in relation to the Services) in accordance with:

- (i) all applicable equality Law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
- (ii) any other requirements and instructions which the Customer reasonably imposes in connection with any equality obligations imposed on the Customer at any time under applicable equality law; and

(b) take all necessary steps, and inform the Customer of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation).

3. DATA PROTECTION

3.1 Data processing

3.1.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This paragraph 3 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

3.1.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller, and the Contractor is the Processor. The Data Protection Schedule sets out the scope, nature and purpose of processing by the Contractor, the duration of the processing and the types of Personal Data and categories of Data Subject.

3.1.3 Without prejudice to the generality of paragraph 0.1, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of

the Personal Data to the Contractor and/or lawful collection of the Personal Data by the Contractor on behalf of the Customer for the duration and purposes of this Contract.

3.1.4 Without prejudice to the generality of paragraph 0.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under this Contract:

- (a) process that Personal Data only on the documented written instructions of the Customer unless the Contractor is required by Domestic Law to otherwise process that Personal Data. Where the Contractor is relying on Domestic Law as the basis for processing Personal Data, the Contractor shall promptly notify the Customer of this before performing the processing required by the Domestic Law unless the Domestic Law prohibits the Contractor from so notifying the Customer.
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it) ensuring that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Contractor has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Contractor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Contractor complies with the reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (d) notify the Customer immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;

- (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
 - (e) assist the Customer in responding to any request from a Data Subject and in ensuring compliance with the Customer's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators.
 - (f) notify the Customer immediately without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Contract.
 - (g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the Contract unless required by Domestic Law to store the Personal Data.
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this paragraph 3 and allow for audits by the Customer or the Customer's designated auditor and immediately inform the Customer if, in the opinion of the Contractor, an instruction infringes the Data Protection Legislation.
- 3.2 The Contractor shall indemnify the Customer against any losses, damages, cost or expenses incurred by the Customer arising from, or in connection with, any breach of the Contractor's obligations under Special Condition 3 (Data Protection).
- 3.3 Where the Contractor intends to engage a Sub-Contractor and intends for that Sub-Contractor to process any Personal Data relating to this Contract, it shall:
- (a) notify the Customer in writing of the intended processing by the Sub-Contractor.
 - (b) obtain prior written consent to the processing.
 - (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this paragraph 3.
- 3.4 Not Used.
- 3.5 The provisions of this clause shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

3.6 Data Protection Schedule

3.6.1 Data processing

- (a) The Contractor shall comply with any further written instructions with respect of processing by the Customer.
- (b) Any such further instructions shall be incorporated into this Schedule.
- (c) Processing by the Contractor

- i. Scope - Processing compliance-related data on behalf of the Customer, including uploading, extracting, validating, storing, reporting, and managing actions related to property compliance documentation.
- ii. Nature - Automated processing of personal data through document ingestion and data extraction. Includes storage on secure cloud infrastructure, user access via web interface, and integration with Customer's systems for compliance tracking and audit.
- iii. Purpose of processing - To centralise and automate compliance record management, reduce risk of non-compliance, support audit readiness, enable action tracking, and provide real-time compliance insights.
- iv. Duration of processing - Personal data will be processed for the duration of the contract between the Customer and the Contractor, with retention limited to three years after data upload unless otherwise instructed by the Customer.
- v. Types of Personal Data - Names of residents, Telephone numbers (occasionally), Property addresses linked to compliance documents
- vi. Categories of Data Subject - Residents of social housing properties managed by the Customer, Contractors and staff identified in compliance documentation (if applicable)

4 MODERN SLAVERY

4.1 The Contractor shall comply with the Modern Slavery Act 2015

4.2 The Contractor undertakes, warrants and represents that neither the Contractor nor any of its officers, employees, agents or subcontractors:

4.2.1 has committed an offence under the Modern Slavery Act 2015 (a "MSA Offence");

4.2.2 has been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

4.2.3 is 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;

4.3 The Contractor shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached any requirement noted above.

SCHEDULE 2: Pricing Schedule

1.0 Provision of Compliance software

Note: The cost amount is not subject to RPI or CPI inflation.

Item	Cost
Access to the complete True Compliance system includes: • Management of the Fire Safety compliance stream. • Access to widgets, reports, and rules. • Customisation options for widgets, reports, and rules. The system supports unlimited internal users and contractors, with onboarding services to: • Process documentation. • Onboard property lists. • Load legacy compliance data. • TC Plus Enhanced Support Services are included for 12 months. This support can be used to assist with onboarding compliance streams and BAU system support. • Training support is also provided. Integration and System Updates: • Public APIs for integration. • Ongoing configuration updates. • Technical support. • Future system improvements. Access to TC Go is provided for internal users throughout the contract duration.	{Add Costs} {Add Contract Length}

2.0 System alternations and amendments

Note: This cost is for any amendments to the system requested by the Customer, including any new dashboard widgets or features that are within the scope of compliance. The amount is not subject to RPI or CPI inflation.

Item	Cost
Amendments to the system requested by the customer, including any new widgets or features that are within the scope of compliance.	Included

3.0 Interfaces & Reporting

Note: This cost is for the creation of reports and/or any interfaces for internal client systems. The amount is not subject to RPI or CPI inflation.

Item	Cost
The creation of reports and/or any interfaces for internal client systems	Included

4.0 Pricing Summary

Item	Cost
Access to the complete True Compliance system includes: • Management of all compliance streams. • Access to widgets, reports, and rules. • Customisation options for widgets, reports, and rules. The system supports unlimited internal users and contractors, with onboarding services to: • Process documentation. • Onboard property lists. • Load legacy compliance data. • TC Plus Enhanced Support Services are included for the first year of the contract to assist with onboarding compliance streams. • Training support is also provided. Integration and System Updates: • Public APIs for integration. • Ongoing configuration updates. • Technical support.	{Add Costs} {Add Contract Length}

• Future system improvements.	
Access to TC Go is provided for internal users throughout the contract duration.	
Amendments to the system requested by the customer, including any new widgets or features that are within the scope of compliance.	Included
The creation of reports and/or any interfaces for internal client systems	Included
Contract Price	{Add Costs}
	{Add Contract Length}

SCHEDULE 3: SPECIFICATIONS AND SLA's

SCHEDULE 3.1: SPECIFICATION SCHEDULE

What is True Compliance? True Compliance is a cloud-based compliance management system designed specifically for Registered Social Landlords (RSLs) to efficiently manage building related compliance, with a primary focus on ensuring the safety of occupants. True Compliance provides a centralised platform for managing, monitoring, and controlling organisational risk related to building compliance. The system offers a range of features including automated data extraction, workflow management, real-time dashboards, and user access control.

Core System Functionality:

The Supplier shall provide the following functionality as part of the True Compliance system:

- **Automated Data Management:** Extraction of key compliance data from certificates and records to eliminate manual data entry.
- **PDF Reading Technology:** Advanced parsing of PDF certificates to extract and validate relevant data fields.
- **Workflow Management:** Allocation, tracking, and management of remedial actions to support timely resolution.
- **Real-time Dashboards:** Customisable dashboards to monitor compliance metrics and performance indicators.
- **User Access Control:** Role-based user permissions with configurable access levels for internal staff and third-party service providers.
- **Data Backup and Extraction:** On-demand data exports and backups for client-held records and evidence.

Security and Data Integrity:

- **Hosting:** All data is hosted on secure UK-based servers rated to CSA STAR Level 1.

- **Data Access Control:** Tiered user permissions are in place to reduce the risk of data tampering or unauthorised access.
- **Data Backup:** Clients may request data backups or extract specific records on demand.
- **GDPR Compliance:** True Compliance is fully compliant with the UK General Data Protection Regulation (UK GDPR) and processes personal data only in line with client instructions and applicable data protection laws.

Support and Training:

- **Support:** Provided by True Compliance experts during implementation and via email/live chat thereafter.
- **Training:** Comprehensive training to ensure users maximise system benefits.

User Experience and Feedback:

- **User Experience:** User experience is prioritised, with structured events conducted to gather feedback and suggestions from client groups.
- **Feedback Mechanism:** Individual users are encouraged to provide feedback and suggestions.

SCHEDULE 3.2: TRUE COMPLIANCE SLA

Overview of True Compliance SLA Terms

The TC Plus offers multiple support levels to meet different client requirements. Clients should refer to the relevant SLA for:

- **Standard Support**
- **TC Plus Enhanced Support Services (ESS)**
- **TC Plus Bespoke Support**

TRUE COMPLIANCE STANDARD SLA

This agreement is between

The Client	The Supplier True Compliance LTD Onega House 112 Main Road Sidcup Kent DA14 6NE
-------------------	--

Key contact: Email: Tel:	Key contact: Email: Tel:
Effective Date From: To:	Document Owner: True Compliance LTD

Introduction

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between **True Compliance** (here on known as ‘Supplier’) and _____ (here on known as ‘Client’) for the provisioning of services required to support and sustain the True Compliance Product.

This Agreement remains valid until it a) is superseded by a revised agreement published by **True Compliance** and mutually endorsed by the stakeholders, or b) expires at the end of the **Effective Date** period.

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

Purpose

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the **Client** by the **Supplier**.

The goal of this Agreement is to obtain mutual agreement for service provision between the **Client** and the **Supplier**.

The objectives of this Agreement are to:

- Provide clear reference to service ownership, accountability, roles and/or responsibilities.
- Present a clear, concise and measurable description of service provision to the customer.
- Match perceptions of expected service provision with actual service support & delivery.

Reviews

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Business Relationship Manager (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: **Company name**

Uptime Levels

Client’s Role

If the client experiences any downtime they will check the live status monitoring system and check that other users are experiencing similar issues before they inform the supplier via the approved communication methods.

Supplier’s Role

The supplier guarantees that the system will be available for a certain percentage of time. The level of guaranteed uptime depends on the system:

System	Guaranteed uptime
Live TC System and associated systems	99.9%
Exports and Interfaces	99.5%
Test TC system and associated systems	99%

The supplier will offer the client a live status monitoring page that can be used to track and monitor the uptime, this will be kept up to date with the latest developments and is the to used to communicate when there is a downtime event.

Meetings & Communication

It is important that after the onboarding period that communication continues. The supplier is contactable via the following methods:

Chat

The supplier will respond to chat messages. These can be escalated into tickets but should mostly be queries or requests for information.

Tickets

Tickets should be raised when the client wishes for there to be changes within True Compliance or they have an issue. Tickets should have the correct topic and as much information as possible, these should be written as if someone is going to read them without any context from meetings or discussions.

Email

Clients can contact the supplier via email however this must not be used to request changes or issues (these must be raised as a ticket, or they will not be done). Emails should be used for discussions, questions and arranging meetings.

Ad hoc Meetings

There are times when a meeting may be needed to deal with something unexpected. This is of course allowable, however these cannot be used for trivial matters and any meeting in which it could have been handled at any of the above meetings will result in our attendance being declined.

Recurring Meetings

Meetings to discuss performance or overall service can be booked. These meetings can cover any current issues or potential new features that the client wishes to discuss. These meeting would be with a member of the supplier's customer relationship team.

Phone Calls.

The client can contact the supplier via the main telephone number. They can also use mobile phone numbers of their main contact in order to ask simple questions or arrange meetings.

Text Messages/Whatsapp (etc)

The client should not be using text communication and the supplier will not respond to this form of communication. This does not promote a work life balance for team member and should be avoided at all costs.

Onboarding

“Onboarding” is defined as setting up the client's organisation and adding a compliance stream to it. In order to achieve go live a list of milestones should be created by the project team at the beginning of the project. Anything else that is identified will be completed at BAU.

Meetings

Meeting are essential at the beginning of the onboarding process. The Client is entitled to the following meetings:

Meeting Type	Duration	Number	Objective
Kick Off Meeting	1 Hour	1	Change for team to meet and set out project.

Meeting Type	Duration	Number	Objective
Weekly Project Meeting	30 Min	4	Chance for client project team to ask questions.
Go Live Meeting	30 Min	1	

Client's Role

The client will work with the supplier in order to be onboarded on to True Compliance. They will lead the supplier on completion of product and compliance stream on-boarding by raising tickets, completing relevant setup in app using knowledge base articles and testing features in a staging environment before using them in production.

The client will use the supplier's provided statement of works to build their project plan. The timescales given should be used to estimate completion, but any delays should be considered and refined. The client will raise a ticket for each task and not raise tickets ahead of time, but as needed in line with the plan. The client should accept that without a ticket, no work is undertaken as this is a change record that can be kept for after go live.

Any data bulk loaded into the system, i.e. property lists, certificate creation, action creation, etc. will be put together using the supplier's templates and will be quality checked by the client. Where possible the client will use the system to load in the data, the supplier will assist if this is not possible.

All onboarding tasks will be completed by the client team where possible. If, for whatever reason, the task is unable to be completed by the client, then the supplier will assist. The client will use the supplier's guidance to complete these tasks.

The client can ask that the supplier's onboarding team attend one hour long meeting a week to assist in the process during the onboarding stage. This meeting will be chaired by the client and any actions for the supplier are created as tickets in the support portal.

The client will use the staging environment to sign off any changes to the setup or new features that they wish to use before using them in production.

The supplier will consider a stream onboarded once the technical aspect of the stream is completed. The back fill of any baseline and data will be completed by the client team.

The supplier will provide a written requirement document for each stream's go live which will be used to judge when a stream has gone "live" from a technical stand point. Any loading of certificates or data will be handled by the client team.

Supplier

The supplier will work with the client in order to onboard them on to True Compliance. They will support the client on completion of product and compliance stream onboarding by completing tickets, providing knowledge base articles and answering questions in regular meetings.

The supplier will provide the client with an up to date statement of works. This document is to assist the client in project managing the onboarding. This will include a list of client and supplier responsibilities with estimated timescales. The supplier will do the upmost to keep to the timescales in this SOW and the client will be informed of any deviation. The supplier will identify milestone task, which must be completed before completing any further tasks.

Any data bulk loaded into the system, i.e. property lists, certificate creation, action creation, etc. will not be data cleansed by the supplier but loaded in as received. Where possible the client will use the system to load in the data, the supplier will assist if this is not possible.

All onboarding tasks will be completed by the client where possible. If, for whatever reason, the task is unable to be completed by the client, then the supplier will assist. The supplier will ensure that there is quality guidance to complete these tasks and if not available will assist the client in successful completion.

A member of the supplier's onboarding team will be made available and attend an hour a week to meet with the client's project team via a video call. Any actions from these meetings for the supplier, created as tickets by the client, will be completed within an average of two weeks.

The supplier will offer the client a staging environment to be used to create and test changes. The supplier will then push any signed off changes to the live environment, where needed.

The supplier will consider a stream onboarded once the technical aspect of the stream is completed in line with the client's requirements. The back fill of any baseline certificates and/or data will be completed by the client team.

Training

Helpdesk

It is important that there is a record of requests from the client and an audit trail of the actions taken and the reasons for it. This is important especially when there is a change of the client's team.

Supplier

The supplier will give each user access to the support system via SSO of their True Compliance login. This will be available 24/7 and 365 days a year. However, Agents will be available 9am-5pm Mondays to Fridays (excluding bank holidays etc).

All tickets will be given a due date and an allocation to an agent. The agents will keep the ticket up to date with notes and statuses to allow the client to understand the progress of the ticket.

The supplier will also give key client contacts access to view all the tickets created by the client's users. This can be used to track all requests and timescales.

The supplier will merge any tickets that happen to be duplicates of an already existing ticket.

Any/All actions that come out of meetings, phone calls or via email must be ticketed or this action will not be completed.

Client

The client will use the Helpdesk as the first port of call for all requests, queries and/or guidance. The client will also request any updates on the relevant tickets by updating the ticket rather than creating a new one.

When creating a ticket the correct topic should be picked from the selection available. All questions should be answered and any templates should be attached. If these are missing then the supplier will request this information, causing delay to the ticket completion. The supplier will update the due date accordingly.

Knowledge Base

Supplier

The supplier will create, update and maintain a knowledge base of the system. These articles should explain in plain English how to setup or carry out something in the system.

Client

The client will read them. If the client has follow on questions then they can use the chat to speak to an agent.

Tickets

Supplier

The Ticket will be acknowledged and checked to ensure it has all the relevant information for the agent. It will then be assigned to an agent and a respectful due date will be added (this is the latest date the ticket will be completed)

Once completed – the agent will set the ticket status to ‘Customer UAT’ This allows the client to have 2 weeks to test the changes created by the agent. If the client is happy, the ticket will auto close after the 2 week period.

If you require more changes or spot an issue you are able to re-open this ticket within the 2 week period. If you re-open this ticket after the two week period – it will be treated as new and SLAs restart.

Client

Make sure all relevant information is included on the ticket.

UAT all tickets and changes that have been made by agents.

Response Times

The response time measures how long it takes the supplier to respond and complete a support request raised via the supplier's online support system.

The supplier is deemed to have responded when it has replied to the client's initial request. This will be in the form of an email, to either provide a solution or request further information.

System issues & downtime

If there is an issue with the system where it is not working as it is intended to do, these tickets are treated differently to a change request. Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in this table:

	Issue severity (see Severity levels section, below)			
	Fatal	Severe	Medium	Minor
Acknowledgement	1 Hours	4 Hours	1 Working day	1 Working day
Hot Fix	4 Hours	1 Working Day	N/A	N/A
Full Fix	1 Working Day	5 Working Days	10 Working Days	15 working days

Response times are measured from the moment the client submits a support request via the supplier's online support system.

Response times apply during standard working hours (9am — 5.00pm) only. The supplier will always endeavour to resolve problems as swiftly as possible. It recognises that the client's computer systems are key to its business and that any downtime can cost money.

However, the supplier is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

Severity levels

The severity levels shown in the tables above are defined as follows:

- **Fatal:** Complete degradation — all users and critical functions affected. Item or service completely unavailable.
- **Severe:** Significant degradation — large number of users or critical functions affected.
- **Medium:** Limited degradation — limited number of users or functions affected. Business processes can continue.
- **Minor:** Small degradation — few users or one user affected. Business processes can continue.

Change Requests

If the client wishes for a change in their system setup, then the ticket is handled differently to a system issue or downtime. Tickets are given a priority by the client and the supplier will complete the task as per the table below:

Priority	Timescale	Note
Impacts Compliance	Average of 10 working days	
Impacts Day to Day	Average of 10 working days	
Onboarding Process	Average of 10 working days	
Nice to have	28 working days	
New Feature	N/A	
Query	5 working days	

Please note that the time taken to complete tasks can vary due to its complexity or the need for support from developers. The supplier's target of completion of tickets is an average figure and should be calculated over a contract year. These timescales are for full rectification of the issue, a "hot fix" may have been completed.

Severity levels

The severity levels shown in the tables above are defined as follows:

- **Impacts Compliance:** Due to this issue, the current compliance calculation of this stream is impacted either for the positive or negative.
- **Impacts Day to Day:** Due to this issue, day to day duties such as are impacted however, it is not causing a larger issue with compliance.
- **Onboarding Process:** Actions required in order for the client to onboard a new stream.
- **Nice to have:** A small change, that does not have any impact on the day to day running of the stream.
- **New Feature:** An idea of a new feature for True Compliance, these tickets will be responded to and closed with the information being transferred to our internal systems.
- **Query:** A question about the system which will be resolved by an answer.

Finance

Supplier

A formal request for a purchase order (if necessary) must be with the client within four months but not after two months of the renewal date. These should be requested by the supplier via the appointed contact.

Invoices must contain the purchase order number (if necessary) and contain the correct information of the business. The invoice will also contain the period of which the invoice pertains to and will be sent as a PDF to either the required mailbox or the appointed contact. The invoice must be sent two months before the renewal date.

Any payment disputes are to be resolved within **three working days**.

Client

The client shall make Payment to be made via BACS transfer within **thirty days** from date of invoice.

All payments shall be made in line with the client schedule and any payment disputes are to be resolved within **three working days**.

Signatures

This service level agreement is agreed as part of the IT support contract between Gas Contract Services Ltd and True Compliance Ltd:

Signed on behalf of the client:

Name:

Position:

Date:

Signed on behalf of the supplier:



Name:

Position:

Date:

TRUE COMPLIANCE TC PLUS ENHANCED SUPPORT SERVICES SLA

The Client {Add Client Name} Address: {Add Client Address}
Key contact: Name: {Add Client Contact} Email: {Add Client Email Contact}
Effective Date From: {Add Date} To: {Add Date}

Introduction

This Agreement represents a Service Level Agreement (“SLA” or “Agreement”) between **True Compliance** (here on known as ‘Supplier’) and **{Add Client Name}** (here on known as ‘Client’)_for the provisioning of services required to support and sustain the True Compliance Product.

This Agreement remains valid until it a) is superseded by a revised agreement published by **True Compliance** and mutually endorsed by the stakeholders, or b) expires at the end of the **Effective Date** period.

This Agreement outlines the parameters of all services covered as they are mutually understood by the primary stakeholders. This Agreement does not supersede current processes and procedures unless explicitly stated herein.

Purpose

The purpose of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent service support and delivery to the **Client** by the **Supplier**.

The goal of this Agreement is to obtain mutual agreement for service provision between the **Client** and the **Supplier**.

The objectives of this Agreement are to:

Provide clear reference to service ownership, accountability, roles and/or responsibilities.

Present a clear, concise and measurable description of service provision to the customer.

Match perceptions of expected service provision with actual service support & delivery.

Reviews

This Agreement is valid from the Effective Date outlined herein and is valid until further notice. This

Agreement should be reviewed at a minimum once per fiscal year; however, in lieu of a review during any period specified, the current Agreement will remain in effect.

The Business Relationship Manager (“Document Owner”) is responsible for facilitating regular reviews of this document. Contents of this document may be amended as required, provided mutual agreement is obtained from the primary stakeholders and communicated to all affected parties. The Document Owner will incorporate all subsequent revisions and obtain mutual agreements / approvals as required.

Business Relationship Manager: **Company name**

Uptime Levels

Client’s Role

If the client experiences any downtime they will check the live status monitoring system and check that other users are experiencing similar issues before they inform the supplier via the approved communication methods.

Supplier’s Role

The supplier guarantees that the system will be available for a certain percentage of time. The level of guaranteed uptime depends on the system:

System	Guaranteed uptime
Live TC System and associated systems	99.9%
Exports and Interfaces	99.5%
Test TC system and associated systems	99%

The supplier will offer the client a live status monitoring page that can be used to track and monitor the uptime, this will be kept up to date with the latest developments and is the main method to communicate when there is a downtime event.

Meetings & Communication

Whilst the client’s central point of contact will be an allocated TC Plus staff member of staff, the Client Relationship team will provide support if issues are found, changes need to be made, or simple queries that need responding to urgently. These methods of contact are as follows;

Chat

The supplier will respond to chat messages. These can be escalated into tickets but should mostly be queries or requests for information.

Tickets

Tickets should be raised when the client wishes for there to be changes within True Compliance or they have an issue. Tickets should have the correct topic and as much information as possible, these should be written as if someone is going to read them without any context from meetings or discussions.

The client’s contact with their allocated TC Plus staff member should be structured in a way that processes on boarding and does not cause delay in issues being logged through the ticketing system and resolved by the team. Typical communication channels will consist of the following;

Recurring Meetings

Meetings to discuss on-boarding progress or the overall service will be scheduled on a weekly basis lasting 1 hour (max). These meetings can cover any current issues or potential new features that the client wishes to discuss.

Email

The client can email their TC Plus staff member directly should they wish to query something on the project or arrange a meeting for example. However, support tickets are not generated this way. We aim to respond to all emails from the client within 24 hours.

Ad hoc Meetings

There are times when a meeting may be needed to deal with something unexpected. This is of course allowable; however, these cannot be used for trivial matters and any meeting in which it could have been held at any of the above meetings will result in our attendance being declined.

Phone Calls.

The client can contact the supplier via the main telephone number. They can also use the mobile phone numbers of their main contact to ask simple questions or arrange meetings.

Text Messages/Whatsapp (etc)

The client should not be using text communication, and the supplier will not respond to this form of communication. This does not promote a work life balance for team members and should be avoided at all costs.

Onboarding

Initial “Onboarding” is defined as setting up the client’s organisation and adding a compliance stream to it. In order to achieve go live a list of milestones should be created by the project team at the beginning of the project. Anything else that is identified will be completed at BAU. With Enhanced Support the supplier and client will agree the priority of streams to be on-boarded. With each stream the client will receive the same support as they did with the first stream. This will remain throughout the contract.

Client’s Role

The client will work with the supplier in order to be onboarded on to True Compliance. They will lead the supplier on completion of product and compliance stream on-boarding by raising tickets, completing relevant setup in app using knowledge base articles and testing features in a staging environment before using them in production.

The client will be provided with a statement of works and project plan from the supplier. The timescales given should be used to estimate completion, but any delays should be considered and refined. The client will raise a ticket for each task and not raise tickets ahead of time, but as needed in line with the plan. The client should accept that without a ticket, no work is undertaken as this is a change record that can be kept for after go live.

Any data bulk loaded into the system, i.e. property lists, certificate creation, action creation, etc. will be put together using the supplier’s templates and will be quality checked by the client. Where possible the client will use the system to load in the data, the supplier will assist if this is not possible.

All onboarding tasks will be completed by the client team where possible. If, for whatever reason, the task is unable to be completed by the client, then the supplier will assist. The client will use the supplier’s guidance to complete these tasks.

The client will use the staging environment to sign off any changes to the setup or new features that they wish to use before using them in production.

The supplier will consider a stream onboarded once the technical aspect of the stream is completed. The back fill of any baseline and data will be completed by the client team.

The supplier will provide a written requirement document for each stream’s go live which will be used to judge when a stream has gone “live” from a technical standpoint. Any loading of certificates or data will be handled by the client team.

Supplier

The supplier will work with the client in order to onboard them on to True Compliance. They will support the client on completion of product and compliance stream on-boarding by completing tickets, providing knowledge base articles and answering questions in regular meetings. The supplier will provide the client with an up-to-date statement of works and a project plan. This document is to assist the client in project managing the onboarding. This will include a list of client and supplier responsibilities with estimated timescales. The supplier will do the utmost to keep to the timescales in this SOW and the client will be informed of any deviation. The supplier will identify milestone task, which must be completed before completing any further tasks. Any data bulk loaded into the system, i.e. property lists, certificate creation, action creation, etc. will not be data cleansed by the supplier but loaded in as received. Where possible the client will use the system to load in the data, the supplier will assist if this is not possible. All onboarding tasks will be completed by the client where possible. If, for whatever reason, the task is unable to be completed by the client, then the supplier will assist. The supplier will ensure that there is quality guidance to complete these tasks and if not available will assist the client in successful completion. The supplier will offer the client a staging environment to be used to create and test changes. The supplier will then push any signed off changes to the live environment, where needed. The supplier will consider a stream onboarded once the technical aspect of the stream is completed in line with the client's requirements. The back fill of any baseline certificates and/or data will be completed by the client team.

Training

Training can be requested from your TC Plus member of staff, these sessions will usually be held within the hour weekly meeting you have scheduled already but can be scheduled for one-off training sessions if this cannot be conducted in the time allotted.

It will be the client's responsibility to train new staff in using True Compliance, their processes and organisational rules.

Helpdesk

It is important that there is a record of requests from the client and an audit trail of the actions taken and the reasons for it. This is important especially when there is a change of the client's team.

Supplier

The supplier will give each user access to the support system via SSO of their True Compliance login. This will be available 24/7 and 365 days a year.

All tickets will be given a due date and an allocation to an agent. The agents will keep the ticket up to date with notes and statuses to allow the client to understand the progress of the ticket.

The supplier will also give key client contacts access to view all the tickets created by the client's users. This can be used to track all requests and timescales.

The supplier will merge any tickets that happen to be duplicates of an already existing ticket.

Any/All actions that come out of meetings, phone calls or via email must be ticketed or this action will not be completed.

Client

The client will use the Helpdesk as the first port of call for all requests, queries and/or guidance. The client will also request updates on the relevant tickets by updating the ticket rather than creating a new one.

When creating a ticket, the correct topic should be picked from the selection available. All questions should be answered, and any templates should be attached. If these are missing then the supplier will request this information, causing a delay to the ticket completion. The supplier will update the due date accordingly.

Knowledge Base

Supplier

The supplier will create, update and maintain a knowledge base of the system. These articles should explain in plain English how to setup or carry out something in the system.

Client

The client will utilise the knowledge-based articles when directed to them by the supplier.

Data

Supplier

The supplier shall implement and maintain appropriate technical and organisational measures to ensure the confidentiality, integrity, and availability of Client Data, in compliance with applicable laws and industry best practices.

Client

The client will remain responsible for ensuring that the data they provide is accurate and maintained at an appropriate frequency

Tickets

Supplier

The supplier will ensure that all tickets will be allocated a due date, which is in line with the agreed SLA. All information and updates will be communicated through the tickets to ensure visibility to both the client and other members of the TC Plus staff and Client Relationship team.

If additional information is required from the client on a ticket, the request will be made and the status of the ticket will be set to Awaiting Client Information. If there has not been a response in two weeks and email will chase the client, if this is still not responded to the ticket will auto close. When a solution has been put in place, the ticket will be marked as resolved and will await the client to either close the ticket or it will auto close after 2 weeks.

Client

The client will make all requests through tickets.

It is the responsibility of the client to ensure they have responded to any requests for information within 2 weeks. If the ticket is closed due to a lack of response, the client will reopen the ticket with the additional information required.

Response Times

The response time measures how long it takes the supplier to respond and complete a support request raised via the supplier's online support system.

The supplier is deemed to have responded when it has replied to the client's initial request. This will be in the form of an email, to either provide a solution or request further information.

System issues & downtime

If there is an issue with the system where it is not working as it is intended to do, these tickets are treated differently to a change request. Guaranteed response times depend on the priority of the item(s) affected and the severity of the issue. They are shown in this table:

	Issue severity (see Severity levels section, below)
--	--

	Fatal	Severe	Medium	Minor
Acknowledgement	1 Hours	4 Hours	1 Working day	1 Working day
Hot Fix	4 Hours	1 Working Day	N/A	N/A
Full Fix	1 Working Day	5 Working Days	5 Working Days	5 Working days

Response times are measured from the moment the client submits a support request via the supplier's online support system.

Response times apply during standard working hours (9am — 5.30pm) only.

The supplier will always endeavour to resolve problems as swiftly as possible. It recognises that the client's computer systems are key to its business and that any downtime can cost money.

However, the supplier is unable to provide guaranteed resolution times. This is because the nature and causes of problems can vary enormously.

In all cases, the supplier will make its best efforts to resolve problems as quickly as possible. It will also provide frequent progress reports to the client.

Severity levels

The severity levels shown in the tables above are defined as follows:

Fatal: Complete degradation — all users and critical functions affected. Item or service completely unavailable.

Severe: Significant degradation — large number of users or critical functions affected.

Medium: Limited degradation — limited number of users or functions affected. Business processes can continue.

Minor: Small degradation — few users or one user affected. Business processes can continue.

Change Requests

If the client wishes for a change in their system setup, then the ticket is handled differently to a system issue or downtime. Tickets are given a priority by the client and the supplier will complete the task as per the table below:

Priority	Timescale	Note
Impacts Compliance	Average of 5 working days	
Impacts Day to Day	Average of 5 working days	

Onboarding Process	Average of 5 working days	
Nice to have	30 working days	
New Feature	N/A	
Query	5 working days	

Please note that the time taken to complete tasks can vary due to its complexity or the need for support from developers. The supplier's target of completion of tickets is an average figure and should be calculated over a contract year. These timescales are for full rectification of the issue, a "hot fix" may have been completed.

Severity levels

The severity levels shown in the tables above are defined as follows:

Impacts Compliance: Due to this issue, the current compliance calculation of this stream is impacted either for the positive or negative.

Impacts Day to Day: Due to this issue, day to day duties such as are impacted however, it is not causing a larger issue with compliance.

Onboarding Process: Actions required in order for the client to onboard a new stream.

Nice to have: A small change, that does not have any impact on the day to day running of the stream.

New Feature: An idea of a new feature for True Compliance, these tickets will be responded to and closed with the information being transferred to our internal systems.

Query: A question about the system which will be resolved by an answer.

Finance

Supplier

A formal request for a purchase order (if necessary) must be with the client within four months but not after two months of the renewal date. These should be requested by the supplier via the appointed contact.

Invoices must contain the purchase order number (if necessary) and contain the correct information about the business. The invoice will also contain the period of which the invoice pertains to and will be sent as a PDF to either the required mailbox or the appointed contact. The invoice must be sent **two months before** the renewal date.

Any payment disputes are to be resolved within **three working days**.

Client

The client shall make Payment to be made via BACS transfer **within thirty days** from date of invoice.

All payments shall be made in line with the client schedule and any payment disputes are to be resolved within **three working days**.

TC Plus Bespoke Support SLA

Overview

TC Plus Bespoke Support is a flexible, day-rate service designed to meet the specific requirements of each client.

Scope of Service

- Each engagement will be scoped individually to determine the tasks, deliverables, and level of support required.
- Response times, outputs, and terms of delivery will be mutually agreed with the client at the point of each engagement.

Notes

- This service operates outside the Standard and Enhanced Support Services SLAs.
- Availability and prioritisation will be defined per engagement.