

Beam Up Limited
Beam Casework Services Terms and Conditions

BACKGROUND

- A. The Authority wishes to obtain the Services.
- B. Beam is willing and able to provide the Services on the terms set out in this agreement.

NOW, therefore, the parties agree to the following terms and conditions:

1. Definitions and interpretation

1.1. Definitions

In this agreement each of the following words and expressions shall have the following meanings:

"Additional Service-Users" means the additional Service-Users agreed to be added to the Total Number of Service-Users pursuant to a written agreement under paragraph 1.3 of Schedule 2 (*Fees*);

"Additional Lump Sum" means the fees set out in paragraph 1.3 of Schedule 2 (*Fees*);

"Account Manager" Each party will designate a central point of contact within their organisation to manage the relationship established by this agreement with further details set out in Schedule 3 (*KPIs & Reporting*);

"Commencement Date" means the date stated at the beginning of this agreement;

"Data Protection Legislation" means the (i) the General Data Protection Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data; (ii) the Data Protection Act 2018; and (iii) any other legislation or regulatory requirements in force from time to time concerning the processing of personal data and the protection of privacy in the electronic communications sector;

"Delivery Period" means the term within which the services will be delivered. This may be different from the Commencement Date.

"Fees" means the Lump Sum, Additional Lump Sum and the Outcome Payments;

"Housing Outcome" means signing a tenancy for a private rented sector property;

"Insolvency Event" means the liquidation or dissolution of a party, or the appointment of a receiver, administrative receiver or administrator of that party's assets or any other insolvency proceeding relating to that party;

"Interest Rate" means 4% a year above the Bank of England's base rate from time to time;

"KPIs" means the key performance indicators as set out in Schedule 3 (*KPIs & Reporting*);

"Lump Sum" means the fees set out in paragraph 1.1 of Schedule 2 (*Fees*);

"Mobilisation Period" means the period between the Commencement Date and the Delivery Period start date;

"Outcome Payments" means the fees calculated in accordance with paragraph 1.2 of Schedule 2 (*Fees*);

"Quality Referrals" refers to Service-Users from the Authority meeting a criteria (further described in more detail in clause 4.1.4) that ensures Service-Users can successfully receive support from Beam's service. This is assessed in the initial meetings with a Beam caseworker, before a service-user officially becomes a "Joiner".

"Service-User" means a Quality Referral who has attended an in-depth assessment with Beam's expert caseworkers, and has been signed off by Beam as being safe, ready, and suitable for Beam's support, and starts working with a Beam caseworker and receiving Services;

"Service-User Expenditure" means payments made by Beam on behalf of Service-Users for expenses incurred in connection with the delivery of the services. Such expenses will be pre-agreed between the parties as set out in Schedule 4 (*Service-User Expenditure Payments*).

"Service-User Expenditure Payment" means a sum paid to Beam by the Authority to cover expenses incurred in connection with the delivery of the services.

"Services" means the services set out in Schedule 1 (*Services*);

"Target" means the Housing Outcomes achieved during the Mobilisation Period and/or Delivery Period.

"Third Party Organisation" means an organisation working with Service-Users or potential Service-Users in the Authority's borough, which the Authority has approved for the purposes of referring Service-Users to Beam;

"Total Number of Service-Users" the total number of Service-Users agreed between the parties to benefit from the Services during the Delivery Period;

"VAT" means value added tax chargeable in the UK; and

"Work Outcome" means starting a paid job for at least sixteen (16) hours per week, including self-employment that provides at least sixteen (16) hours per week of paid work.

1.2. Interpretation

In this agreement, except where the context otherwise requires:

- 1.2.1. any reference to this agreement includes the Schedules to it each of which forms part of this agreement for all purposes;
- 1.2.2. a reference to an enactment, EU instrument or statutory provision shall include a reference to any subordinate legislation made under the relevant enactment, EU instrument or statutory provision and is a reference to that enactment, EU instrument, statutory provision or subordinate legislation as it is in force at the date of this agreement and as it existed in any modified or previously enacted form before but not after the date of this agreement save that references to an EU instrument shall include a reference to that instrument as incorporated (without amendment) into the law of the United Kingdom;
- 1.2.3. a reference to a clause, sub-clause, paragraph, Schedule (other than to a schedule to a statutory provision) shall be a reference to a clause, sub-clause, paragraph, Schedule (as the case may be) of or to this agreement;
- 1.2.4. if a period of time is specified as from a given day, or from the day of an act or event, it shall be calculated exclusive of that day;
- 1.2.5. references to writing shall include any modes of reproducing words in any legible form and shall include email except where expressly stated otherwise;
- 1.2.6. a reference to "includes" or "including" shall mean "includes without limitation" or "including without limitation";
- 1.2.7. the contents page and headings in this agreement are for convenience only and shall not affect its interpretation; and
- 1.2.8. references to this agreement include this agreement as amended or supplemented in accordance with its terms.

2. Services

- 2.1. Beam shall deliver the Services.
- 2.2. Beam shall provide the Services with reasonable skill, care and diligence. Beam warrants that all persons engaged by Beam for the performance of the Services have the qualifications, skill and experience necessary for the proper performance of the Services.
- 2.3. Beam shall only be obliged to provide the Services until the Target is achieved.
- 2.4. Subject to clause 2.3 above the parties may mutually agree that Beam will continue to provide the Services after the Target has been achieved in order to achieve additional Housing Outcomes (the **"Additional Services"**).

- 2.5. The parties shall agree a fee for the Additional Services on a case by case basis.
- 2.6. If Beam fails to deliver the Target within the Delivery Period, The Parties can agree to extend the delivery period for 6 months during which time Beam shall use reasonable endeavours to achieve the Target (the “**Extended Delivery Period**”).
- 2.7. Alternatively, if an extension is not agreed, or if the Target is not met by the end of an Extended Delivery Period, the Buyer may terminate the Services and claim a clawback of £[Amount - e.g., 50% of the per-outcome fee] for each Housing Outcome below the Target.

At the end of the relevant period, should the Target not be met, the Buyer shall provide the Supplier with a written claim detailing the clawback amount. The Supplier shall have ten (10) Working Days to reasonably dispute the claim. The Parties will then engage in good faith discussions to agree the final clawback amount. The Supplier shall pay the agreed sum within 30 days of such agreement.

3. Reporting

- 3.1. Beam shall use reasonable endeavours to measure progress of the Services against the KPIs, but any measure of the KPIs shall be for information and reporting purposes only and shall not be of the essence of this agreement.
- 3.2. Beam shall use reasonable endeavours to collect Work Outcome and Housing Outcome data from Service-Users.
- 3.3. The parties will hold monthly monitoring meetings to review the data and discuss the progress of the Services.
- 3.4. At a suitable point to be agreed with the Authority, Beam shall report to the Authority on the social impact and cashable savings of the Services provided. In doing so, Beam shall be entitled to rely on assumptions which are set out in this agreement or have otherwise been validated by the Authority, and Beam's own good faith assessments and estimations.

4. Authority's obligations

- 4.1. The Authority shall:
 - 4.1.1. co-operate with Beam in all matters relating to the Services;
 - 4.1.2. provide introductions for Beam to relevant Authority service personnel (“**Authority Staff**”);
 - 4.1.3. authorise such Authority Staff to refer Service-User candidates to Beam for the purpose of participating in the Services;
 - 4.1.4. The parties acknowledge that the achievement of the desired outcome of [INSERT RELEVANT OUTCOMES] by [DATE] is contingent upon Beam having received a minimum of [NUMBER] quality referrals in the first

month of the Commencement Date from the Authority. **The referral criteria for a "quality referral" is:**

- 1. Communication and Meeting Proficiency:** Referred Service-Users must be able to independently communicate in English and join virtual meetings, exceptions to this can be agreed between the parties.
- 2. Engagement and Job Readiness:** Service-Users should demonstrate active engagement and a readiness to seek employment with Beam's support, including an openness to various sectors and timely availability for work.
- 3. Housing Considerations:** Service-Users must be open to private renting and have an understanding of Beam's PRS service. If Service-Users have debt, there must be a debt repayment plan in place, or a willingness to engage with debt help services.
- 4. Health and Personal Status:** Service-Users with mental health conditions, substance abuse, recent traumas, or impending operations must be accessing support and showing the behaviours needed to sustain a tenancy with Beam's support.
- 5. Legal Status:** All referred individuals must provide valid proof of their right to live and work in the UK.
- 6. Criminal Justice** - No ongoing criminal court action must be being taken against the Service-User, and the Service-User must have no previous criminal convictions that would impact their accessibility to housing.

Whether a referral is a "quality referral" will be assessed in the initial meetings with a Beam caseworker, before a Service-User officially joins the pilot; and

- 4.1.5. provide, for Beam, its agents, subcontractors, consultants and employees, in a timely manner and at no charge, access to the Authority's premises, office accommodation, data and other facilities as reasonably required by Beam for the provision of the Services, and use reasonable endeavours to make meeting space available for Beam to meet with Service-Users.
- 4.2. The Authority agrees to pay Beam a sum of to cover **Service-User Expenditure** as detailed at Schedule 4 (*Service-User Expenditure Payments*). In the event that the Service-User Expenditure Payment is insufficient to cover Service-User Expenditure, Beam will notify the Authority and the Authority will pay to Beam an amount to cover such deficit within 30 days of such request.

[FOR UPFRONT PAYMENTS- DELETE FOR ARREARS MODELS]

- 4.2.1. The Authority shall pay the total Service-User Expenditure Payment upfront, within [14] days of the date of this agreement.
 - 4.2.2. Beam is authorised to draw down on the Service-User Expenditure Payment as and when required for agreed expenses, as detailed in

Schedule 4 (*Service-User Expenditure Payments*). For the avoidance of doubt, Beam shall apply the Service-User Expenditure Payment solely for the purposes agreed by the parties, as set out in Schedule 4 (*Service-User Expenditure Payments*).

- 4.2.3. Beam shall maintain proper records of all drawdowns from the Service-User Expenditure payment and shall supply the Authority with a report of Service-user expenditure within thirty (30) days of a request by the Authority.
- 4.2.4. Upon termination or expiration of this Agreement, any unused Service-User Expenditure Payment shall be returned to the Authority, unless otherwise agreed by the parties in writing.

[FOR ARREARS PAYMENTS- DELETE FOR UPFRONT PAYMENTS]

- 4.2.5. Beam shall incur and pay for Service-User Expenditures, as pre-agreed by the parties and set out in Schedule 4 (*Service-User Expenditure Payments*).
- 4.2.6. Beam shall submit an invoice to the Authority [monthly in arrears] detailing all Service-User Expenditure incurred during that period.
- 4.2.7. The Authority shall reimburse Beam for the invoiced Service-User Expenditure within thirty (30) days of receipt of the invoice.
- 4.2.8. Beam shall maintain proper records of all Service-User Expenditures and shall supply the Authority with a report of Service-user Expenditures within thirty (30) days of a request by the Authority.
- 4.2.9. Beam shall notify the Authority if the Service-User Expenditure Payment is insufficient to meet the Service-User Expenditures, and the parties shall discuss any necessary adjustments in good faith.

5. Charges and payment

- 5.1. In consideration of the provision of the Services by Beam, the Authority shall pay the fees specified in Schedule 2 (*Fees*).
- 5.2. The fees shall be payable as follows:
 - 5.2.1. the Lump Sum shall be invoiced:

**A. [UPDATE IF NEGOTIATED DIFFERENT PAYMENT SCHEDULE]
within five (5) days of the Commencement Date; and**

**B. [DELETE IF NOT RELEVANT] annually thereafter on each
anniversary of the Commencement Date for three (3) years
until 202...; and**

- 5.2.2. [DELETE IF NOT RELEVANT] the Outcome Payments shall be calculated and invoiced on a monthly basis, it being acknowledged that Outcome Payments may not arise in every month of the Delivery Period.

- 5.3. The invoices shall contain such information as the Authority may inform Beam from time to time, and shall be directed to the representative nominated by the Authority from time to time.
- 5.4. The Authority shall pay each invoice submitted to it by Beam within 30 days of receipt of such invoice.
- 5.5. All sums payable to Beam under this agreement:
 - 5.5.1. shall be paid to a bank account nominated by Beam from time to time;
 - 5.5.2. are exclusive of VAT, and the Authority shall in addition pay an amount equal to any VAT chargeable on those sums on delivery of a VAT invoice; and
 - 5.5.3. shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 5.6. Where the Authority disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of ten (10) days after resolution of the dispute between the parties.
- 5.7. Subject to clause 5.6, interest shall be payable at the Interest Rate on the late payment of any undisputed fees properly invoiced under this agreement in accordance with this clause 5. Beam shall not suspend the supply of the Services if any payment is overdue unless it is entitled to terminate this agreement under clause 8.2 for failure to pay undisputed charges.
- 5.8. Beam shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this agreement. Such records shall be retained for inspection by the Authority for one (1) year from the end of the year to which the records relate.
- 5.9. Beam shall be entitled to periodically review and update the Fees, provided that:
 - 5.9.1. the Fees shall not be adjusted in the period of twelve (12) months immediately following the Commencement Date;
 - 5.9.2. Beam shall not adjust the Fees more than once in any one (1) year period;
 - 5.9.3. Beam shall give 30 days prior written notice of its intention to adjust the Fees (the "**Adjustment Notice**"); and
 - 5.9.4. if, following receipt of the Adjustment Notice:
 - A. the Authority provides written confirmation of its acceptance of the adjustment to the Fees, such adjustment shall apply from the date that is 30 days following the date of the Adjustment Notice; or
 - B. the Authority continues to dispute the adjustment in Fees, the Authority shall notify Beam of its continued disagreement and shall have the right to terminate this agreement on two (2) months' written notice; or
 - 5.9.5. if, within 30 days of receipt of the Adjustment Notice the Authority has neither requested further evidence for the Fees adjustment, nor provided any written confirmation of its acceptance or dispute of such adjustment,

the Fees shall be adjusted with effect from the date that is 30 days following the date of the Adjustment Notice.

6. Confidentiality

- 6.1. Each party undertakes that it shall not at any time during this agreement, and for a period of five years after termination of this agreement, disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the other party, except as permitted by clause 6.2.
- 6.2. Subject to clauses 6.4 and 6.5, each party may disclose the other party's confidential information:
 - 6.2.1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 6; and
 - 6.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 6.3. No party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
- 6.4. Beam believes that the confidential information set out in Schedule 2 (*Fees*) should not be disclosed under a publication scheme or in response to an information request under the Freedom of Information Act 2000 ("**FoIA**"), and is exempt:
 - 6.4.1. as being given in confidence under section 41 FoIA; or
 - 6.4.2. as being a trade secret or information that, if disclosed, would prejudice the commercial interests of Beam under section 43 FoIA.
- 6.5. The Authority shall promptly inform Beam of any information request where a response would include disclosing such confidential information as set out in Schedule 2 (*Fees*) or of any intention to disclose such information under a publication scheme. The Authority shall allow Beam reasonable opportunity and time to make representations to the Authority about whether any confidential information should be disclosed in response to a request for information, or should be included in a publication scheme.

7. Publicity

- 7.1. Subject to clause 7.2, Beam shall not:
 - 7.1.1. make any press announcements or publicise this agreement or its contents in any way; or
 - 7.1.2. use the Authority's name or logo in any promotion or marketing or announcement of orders,except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

- 7.2. The parties shall act reasonably to discuss and agree a communications strategy which will include details of how Beam may publicise this engagement with the Authority.
- 7.3. [The Authority hereby authorises Beam to use the Authority's name or logo in marketing materials (including on Beam's website) to publicise the Services.]
- 7.4. [Beam hereby authorises the Authority to use Beam's name or logo in marketing materials (including on the Authority's website).]
- 7.5. Save as required by law or the regulations of any statutory or regulatory authority, the Authority shall not after the Commencement Date and until the end of the Delivery Period make, publish or cause to be made or published any statement or remark which is likely or intended to harm the business or reputation of Beam or any of its associates or any current or former officer, director, employee, consultant or agent of Beam.

8. Term and Termination

- 8.1. This agreement shall begin on the Commencement Date and shall continue, subject to the terms of this agreement, for a period of months, expiring on months from the Commencement Date namely .
- 8.2. Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving notice to the other party if:
 - 8.2.1. the other party commits a material breach of any term of this agreement and such breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified to do so; or
 - 8.2.2. the other party is subject to an Insolvency Event.
- 8.3. The Delivery Period shall be and last for months.

9. Consequences of termination

- 9.1. The termination of this agreement for any reason:
 - 9.1.1. shall be without prejudice to any rights or obligations which shall have accrued or become due prior to the date of termination;
 - 9.1.2. shall not prejudice the rights or remedies which any party may have in respect of any breach of the terms of this agreement prior to date of termination;
 - 9.1.3. [DELETE IF NO WORK/OUTCOME PAYMENTS] shall be without prejudice to the right of Beam to invoice the Authority for Outcome Payments which arise in respect of Service-Users who, on the date on which the termination notice is given, have been referred to Beam by the Authority or a Third Party Organisation but have not yet achieved a Work Outcome, and who subsequently achieve a Work Outcome within twelve (12) months' following the termination date; and
 - 9.1.4. shall not affect this clause 9 and clauses 6 (*Confidentiality*), 7 (*Publicity*), 10 (*Limitation of liability*), 11.1 (*Data protection*), 11.2 (*Assignment*), 11.4 (*Waiver*), 11.6 (*Entire agreement*), 11.8 (*Costs*), 11.10 (*Notices*) and 11.11

(*Governing law and jurisdiction*) which shall continue in force after such termination.

10. Limitation of liability

- 10.1. For the purposes of this clause, "**liability**" means any liability, whether pursuant to a claim for contribution or under statute, tort (including but not limited to liability for negligence), contract or otherwise (save that any exclusions or limitations of liability shall not apply in respect of fraud), and "liable" shall be construed accordingly.
- 10.2. The aggregate liability of Beam, its officers, employees and agents to the Authority arising out of any act, omission, event or circumstance or series of acts, omissions, events or circumstances relating to this agreement or with respect to the matters contemplated herein shall in no circumstances exceed a total of one hundred per cent (100%) of the Lump Sum.
- 10.3. Beam, its officers, employees and agents shall have no liability to the Authority in respect of any actual or expected special, indirect or consequential loss of any type.
- 10.4. Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:
 - 10.4.1. fraud or fraudulent misrepresentation;
 - 10.4.2. death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
 - 10.4.3. breach of any obligation as to title implied by statute; or
 - 10.4.4. any other liability which may not be limited under any applicable law.

11. Miscellaneous

1. Data protection

Both parties will comply with all applicable requirements of the Data Protection Legislation as set out in Schedule 5 (*Data Protection*). This clause is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

2. Assignment

No party may assign (whether absolutely or by way of security and whether in whole or in part), transfer, mortgage, charge, declare itself a trustee for a third party of, or otherwise dispose of (in any manner whatsoever) the benefit of this agreement or sub-contract or delegate in any manner whatsoever its performance under this agreement (each of the above a "dealing") and any such purported dealing in contravention of this clause shall be ineffective.

3. Variation

No variation of this agreement shall be effective unless it is in writing (which for this purpose, does not include email) signed by or on behalf of each of the parties to this agreement. The expression "variation" includes any variation, supplement, deletion or replacement, however effected.

4. Waiver

The rights and remedies of the parties shall not be affected by any failure to exercise or delay in exercising any right or remedy or by the giving of any indulgence by any other party or by anything whatsoever except a specific waiver or release in writing and any such waiver or release shall not prejudice or affect any other rights or remedies of the parties. No single or partial exercise of any right or remedy shall prevent any further or other exercise thereof or the exercise of any other right or remedy.

5. Severance

If any provision or part of this agreement is void or unenforceable due to any applicable law, it shall be deemed to be deleted and the remaining provisions of this agreement shall continue in full force and effect. If any invalid, unenforceable or illegal provision of this agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum deletion necessary to make it valid, legal and enforceable.

6. Entire agreement

6.1. Each of the parties to this agreement confirms that this agreement, represents the entire understanding, and constitutes the whole agreement, in relation to its subject matter and supersedes any previous agreement between the parties with respect thereto and, without prejudice to the generality of the foregoing, excludes any warranty, condition or other undertaking implied at law or by custom, usage or course of dealing.

6.2. Each party confirms that:

- A. in entering into this agreement it has not relied on any representation, warranty, assurance, covenant, indemnity, undertaking or commitment which is not expressly set out in this agreement; and
- B. in any event, without prejudice to any liability for fraudulent misrepresentation or fraudulent misstatement, the only rights or remedies in relation to any representation, warranty, assurance, covenant, indemnity, undertaking or commitment given or action taken in connection with this agreement are pursuant to this agreement, and for the avoidance of doubt and without limitation, neither party has any other right or remedy (whether by way of a claim for contribution or otherwise) in tort (including negligence) or for misrepresentation (whether negligent or otherwise, and whether made prior to, or in, this agreement).

7. No partnership

Nothing in this agreement or any arrangement contemplated by it shall constitute either party a partner of the other.

8. Costs

Each party to this agreement shall pay its own costs, charges and expenses incurred in the preparation, completion and implementation of this agreement, and the documents referred to in this agreement.

9. Third party rights

No term of this agreement is enforceable by a person who is not a party to this agreement under the Contracts (Rights of Third Parties) Act 1999.

10. Notices

The relevant address and specified details for each of the parties at the date of this agreement is as follows:

Beam Up Limited

Address: Senna Building, Gorsuch Place, London, E2 8JF

For the attention of: Legal Team

Email: legal@beam.org

Authority

Address:

For the attention of:

Email:

11. Governing law and jurisdiction

- 11.1. This agreement and any dispute or claim arising out of or in connection with it or its subject matter (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.
- 11.2. Each party irrevocably agrees that the Courts of England shall have exclusive jurisdiction in relation to any dispute or claim arising out of or in connection with this agreement or its subject matter, existence, negotiation, validity, termination or enforceability (including non-contractual disputes or claims).

SCHEDULE 1

DATA PROTECTION SCHEDULE

Separate Controller Obligations

For all purposes, and in particular but without limitation, as regards those activities listed in Annex 1 below, the Beam shall be acting as a separate controller.

Beam shall comply with its own obligations under Data Protection Legislation, including ensuring it has an appropriate lawful basis, providing necessary transparency information to Data Subjects, and implementing appropriate technical and organisational measures to safeguard such Personal Data

Annex 1 - Details of Data Sharing

Personal Data	Beam shall provide to the Authority the following Personal Data in respect of the Data Subjects: • Full Name; • Status of engagement with Beam; • Personal Data collected and a general discussion of the Data Subject's work and housing history and other information relevant to housing; • Historical and current risk factors related to that individual's safety and wellbeing; • Information about prospective properties and tenancies; and • Any other details relevant to and agreed by the Data Subject's signed Privacy and Consent Form. The Authority shall provide to Beam the following Personal Data in respect of the Data Subjects:
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	• Full Name; • Email Address; • Phone Number; • Confirmation of the person's right to work in the UK; • Date of Birth; • Current Address; • Length of time known to the Authority; • Details of employment, benefits and income; • Details of any risks the Data Subject may present to Beam or to being able to independently sustain a tenancy [or employment]; and • Whether or not the Data Subject considers themselves to have a disability.
Special Category Data	The Parties may provide each other with the following Special Category Data in respect of the Data Subjects: • Racial or ethnic origin • Political opinions • Religious or philosophical beliefs • Trade union membership • Genetic data • Data concerning health • Data concerning a person's sex life or sexual orientation
Data Subjects	People over the age of 18 years old and/or vulnerable adults being referred to Beam for support with [employment/] [housing]/[other social support].

Agreed Processing Purposes	• To support the residents of the Authority to get into employment/housing and leave homelessness. • Safeguarding purposes. • To perform each party's obligations under this agreement. • Internal administrations and business processes. • As otherwise required for the Purposes of this Agreement or by law.
Third Party Recipients	The Recipient is authorised to disclose the Personal Data in respect of any Data Subject to: • the Data Subject; • any regulatory bodies (or any replacement body); • the parties to this agreement; • the employees of each party; • any third parties engaged to perform obligations in connection with this agreement; • Employees of training centres; • Employment partners of Beam; and • As otherwise required to perform the Services under this Agreement or as required by law.