

Safeguard Engineering Limited Standard Terms and Conditions of Supply

This agreement is made on this XX day of MM YYYY.

BETWEEN

Safeguard Engineering Limited; a company incorporated in England under number 8396115 and whose registered office is at 15 Wallwern Wood, Chepstow, Monmouthshire NP16 STX ("The Supplier")

AND

[Limited company name]; a company incorporated in England under number [Limited Company Registration Number] and whose registered office is at [Limited Company Address] ("The Client").

Individually the "Party" and collectively the "Parties" to this Agreement.

RECITALS:

- A. The Client has identified a need for the Specified Services as detailed in the Schedule of Work, Annex A hereof.
- B. The Supplier has agreed to provide the Client with the Specified Services.
- C. The Parties have agreed that the Specified Services will be provided on the terms set out in this Agreement which includes the additional terms set out in the Schedule of Work, Annex A hereof. These terms represent the entire agreement between the Parties and supersedes any previous representations or agreements whether recorded in writing or otherwise. This Agreement may only be amended as detailed in Clause 2.2 herein. In the event of any conflict between the terms set out in the following Clauses and Annex A, Annex A shall take precedence.

Definitions and Interpretation

In this Agreement, the following definitions apply:

"Agreement Term"	means the duration of this Agreement between the Parties as defined in Clause 4 or in the Schedule of Work;
"Authorised Representatives"	means the representatives of the Client and the Supplier respectively who have been given the power of attorney to act on behalf of their employers and specifically for this Agreement as detailed in the Schedule of Work;
"Companies Acts"	means the Companies Acts 1985, 1989 and 2006;
"Conditions of Liability"	means meets the requirements of Section 50(1)(b) ITEPA and one of the conditions of liability set out in Sections 51 to 53 ITEPA and Sections 61N, 61O and 61P;
"Contract for Services"	means a one off contract between a service provider / supplier and its client;
"Deliverable(s)"	means the reporting mechanism detailed in the Schedule of Work by which the Supplier will demonstrate to the Client that the Specified Services have been provided by the Supplier to the agreed Quality Standard;

“Expenses”	means those expenses incurred by the Supplier in association with providing the Specified Services and which the Client has agreed to pay as set out in the Schedule of Work;
“Free Issue Item(s)”	means the information, documentation, data, use of equipment and materials as detailed in the Schedule of Work which the Client agrees to provide to the Supplier for use during the Agreement Term;
“Outside IR35”	means an Assignment which does not meet the conditions of Section 61M ITEPA;
“Outsource Personnel”	means personnel who are not employees of the Supplier but who the Supplier has subcontracted part or all of the provision of the Specified Services to;
“Intellectual Property Rights”	means any and all patents, patent applications, know- how, trademarks, trademark applications, trade names, registered design, copyright, database rights or other similar intellectual property rights created, developed, subsisting or used in connection with the Specified Services and whether in existence at the date hereof or created in the future;
“ITEPA”	means the Income Tax (Earnings and Pensions) Act 2003;
“Liquidated Damages”	means the monetary compensation payable by the Supplier to the Client in the event that the Specified Services are not provided within the Timeframe(s) as set out in the Schedule of Work;
“Location(s)”	means the physical location where the Supplier shall provide the Specified Services as defined in the Schedule of Work;
“Named Supplier Personnel”	means those Supplier Personnel named in the Schedule of Work as agreed between the Parties to provide the Specified Services subject to Cluse 6.3;
“Practical Remedy”	means the practical remedies and risk mitigation agreed between the Parties in the event of a breach or potential breach of this Agreement by one of the Parties;
“Qualifications and Experience”	means expertise, experience and knowledge level of the Supplier Personnel as defined in the Schedule of Work;
“Quality Standard”	means the agreed definition of satisfactory quality for the Specified Services as evidenced by the provision of the Deliverable(s);
“Reporting Requirements”	means the information provided by the Supplier to the Client during the Timeframe as defined in the Schedule of Work;
“Rules and Regulations”	means those rules, regulations, policies and procedures as detailed in the Schedule of Work;

“Schedule of Work”	is the specification of tasks forming the Specified Services that have been requested by the Client and that the Supplier has agreed to provide in exchange for the Specified Sum under this Agreement and as detailed in Annex A hereof;
“Security Requirements”	means those measures which the Supplier shall comply with as defined in the Schedule of Work;
“Specified Services”	means any goods, services and/or advice to be provided by the Supplier to the Client as detailed in Annex A, the Schedule of Work;
“Specified Sum”	means the agreed remuneration to be paid by the Client to the Supplier as detailed in Annex A, the Schedule of Work;
“Supplier Personnel”	means any workers, employees, officers, sub-contractors, Outsourced Personnel, agents and substitutes supplied by the Supplier to provide the Specified Services;
“Timeframe”	means the timeframe agreed between the Parties and set out in the Schedule of Work for when the Specified Services are to be provided;
“Timeframe for Free Issue Item(s)”	means the timeframe agreed between the Parties and set out in the Schedule of Work for when the Free Issue Item(s) shall be provided by the Client to the Supplier;

- Unless the context requires otherwise, references to the singular include the plural and references to the masculine include the feminine and vice versa.
- The headings contained in this Agreement are for convenience only and do not affect their interpretation.
- Any reference, express or implied, to an enactment includes a reference to that enactment as from time to time amended, modified, extended, re-enacted, replaced or applied by or under any other enactment (whether before or after the date of this Agreement) and all subordinate legislation made (before or after this Agreement) under it from time to time.

1. Agreement

1.1 In consideration of the payment of the Specified Sum by the Client to the Supplier, the Supplier shall provide the Specified Services.

1.2 The Client is under no obligation to offer work to the Supplier and the Supplier is under no obligation to accept any work which may be offered by the Client. Neither Party wishes to create or imply any mutuality of obligation between themselves either in the course of, or between, any performance of Specified Services.

1.3 During the provision of the Specified Services, the Supplier shall be engaged on a Contract for Services by the Client on the terms set out in this Agreement.

1.4 The Parties acknowledges that in engaging on a Contract for Services as referenced in Clause 1.3 they are acting as independent contractors and that accordingly each accepts their own respective responsibility to comply with all statutory and legal requirements relating to their own employees, including but not limited to: the Work Protection (Amendment of Equality Act 2010) Act 2023; Working Time Regulations 1998; the Pensions Act 2008; the Immigration, Asylum and Nationality Act 2006. Neither Party shall have any responsibility for any statutory or legal requirements of the nature listed herein in relation to the employees of the other Party.

2. Specified Services

2.1 The Supplier shall provide the Specified Services to the Client subject to the terms of this Agreement, including the additional terms set out in the Schedule of Work, Annex A.

2.2 Because of the nature of the work to be undertaken by the Supplier, both Parties accept that it may be necessary during the Agreement Term to alter or adapt the Specified Services and/or the terms of this Agreement and such changes may impact the Specified Sum and the Timeframe(s). Either Party may propose a change to the Specified Services however, the Parties agree that any proposed changes and the corresponding impact on the Specified Sum and Timeframe(s) will not form part of this Agreement until such proposed changes are mutually agreed in writing by the Authorised Representatives of the Parties. Once such written agreement has been given by the Authorised Representatives of both Parties then that written agreement will form part of this Agreement.

2.3 The Supplier shall provide the Specified Services within the Timeframe(s) set out in the Schedule of Work. If the Supplier foresees that they will not meet the Timeframe(s) then the Parties will discuss the causes and impact if any of such a delay and agree a plan to minimise that impact. If any delay by the Supplier in providing the Specified Services within the Timeframe(s) is brought about by the failure of the Client to satisfy any of its agreed obligations or dependencies under this Agreement, especially in respect of Free Issue Item(s) and Access to Location(s) the Supplier shall be entitled to an appropriate extension in Timeframe(s) to reflect the breach by the Client. In addition the Client shall be liable for any additional costs incurred by the Supplier as a result of such a breach by the Client.

2.4 The Supplier shall ensure all safety and statutory requirements are met. Supplier may at any time and without giving the Client prior notification make any changes to the Specified Services which are necessary to comply with any applicable safety or other statutory requirements or make changes to the Specified Services which do not materially affect the nature or quality of the Specified Services. Where such changes are to ensure compliance with safety or statutory requirements the Supplier reserves the right to recover from the Client any additional costs incurred by the Supplier due to such changes.

3. Fees

3.1 The Specified Sum shall be the sum detailed in the Schedule of Work, and it will be exclusive of any VAT which may be chargeable at the prevailing rate at the time of invoicing.

3.2 The Client agrees to meet the Supplier's invoices in full within 30 days of the date of the invoice. In the event of late payment, the Supplier shall have the option to suspend the provision of the Specified Services until full payment has been made by the Client. In such circumstances the Timeframe(s) shall be extended to reflect the suspended period but also any associated rescheduling requirements if applicable and start up effort. The Supplier shall also be entitled to recover from the Client any additional costs incurred resulting from a suspension under this Clause including but not limited to closing down, rescheduling and restarting the Specified Services. If payment has not been made within 180 days the Supplier payment will become of the essence.

4. Duration and Termination

4.1 The Agreement Term shall commence from the date hereof and shall remain in force until the Specified Services are completed as defined in the Schedule of Work unless an alternative duration is set out in the Schedule of Work or the Agreement is terminated early under the terms of this Agreement or by mutual consent.

4.2 Either Party may terminate this Agreement by giving written notice to the other Party in the event that the other Party goes into liquidation, or (in the case of an individual or firm) becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

4.3 Either Party may terminate this Agreement by giving written notice to the other Party in the event that the other Party commits a criminal or fraudulent act in relation to their obligations under this Agreement.

4.4 The Supplier may terminate this Agreement by giving the Client 30 days written notice if the Client fails to accord the Supplier Access to the Location(s) or provide the Free Issue Item(s) by the Timeframe For Free Issue Item(s) as defined in the Schedule of Work.

4.5 In the event of a breach of this Agreement the Supply shall be given the opportunity to remedy the breach (if capable of remedy) within 30 days of the Supplier's Authorised Representative receiving written notice from the Client's Authorised Representative of the breach or such other longer duration as agreed between the Parties, the Client acting reasonably when agreeing such other longer duration reflecting the practicality of each situation. In the event that the breach cannot be remedied within the agreed timeframe, the Parties will meet to discuss the most appropriate way to move forward to resolve the issue with the objective being to minimise the impact of the breach and its associated costs for both Parties.

4.6 In the event that this Agreement is terminated before the completion of the Specified Services, the Supplier shall be entitled to payment by the Client for all work completed on a quantum meruit basis.

5. Client's Obligations

5.1 The Client shall, at its own expense, provide the Supplier with Free Issue Item(s) and all documents or other materials and data or other information necessary for the completion of the Specified Services, in sufficient time but no later than the Timeframe For Free Issue Item(s) detailed in the Schedule of Work and provide Access to the Location(s) to enable the Supplier to provide the Specified Services in accordance with Timeframe(s) for provision of the Specified Services as detailed in the Schedule of Work. The Client shall indemnify the Supplier in full against all liability, actions, suits, claims, demands, losses, charges, costs and expenses (including legal and other professional fees and expenses) incurred by the Supplier and caused by the Client as a result of or in connection with any defect, inaccuracy, insufficiency or unfitness for purpose in the Free Issue Item(s) or any material or documentation provided by the Client to the Supplier under this Agreement.

5.2 The Client shall, at its own expense, retain duplicate copies of Free Issue Item(s), documents or other material and data or other information provided to the Supplier and/or Supplier Personnel and shall insure against its accidental loss or damage. The Supplier shall have no liability for any such loss or damage, howsoever caused.

5.3 The Client shall ensure that the Client and the Client's staff and premises and Location(s) comply with all relevant legislation or other regulations relating to health and safety matters and shall ensure that the Supplier Personnel are provided with a safe working environment. In this context, the Client shall:

5.3.1 ensure that valid and adequate Public Liability Insurance remains in force throughout the duration of this agreement; and

5.3.2 ensure that the Supplier and the Supplier Personnel are not prevented from complying with any relevant legislation or regulation.

5.4 The Client shall not take on any direct control over or responsibility for the Supplier or the Supplier Personnel. The Client will allow the Supplier and the Supplier Personnel to use their own initiative as to the manner in which the Specified Services are provided and will not instruct, advise, supervise, give directions or impose any control as to the manner in which the Supplier and/or Supplier Personnel render the Specified Services. If the Client's Authorised Representative does choose to instruct, advise, direct or give guidance of any sort to the Supplier and/or Supplier Personnel and as a result the Supplier and/or Supplier Personnel change the manner in which they intended to provide the Specified Services which subsequently results in the Specified Services not meeting the agreed Quality Standard or Timeframe(s) the Client shall indemnify the Supplier from being in breach of this Agreement and shall be liable any losses, damages, costs, expenses and liabilities incurred by the Supplier and caused by the Client in such circumstances. For the avoidance of doubt this clause 5.4 relates to the Client's Authorised Representative requesting a change to the manner in which the Supplier provides the Specified Services and not a change in the scope of the Specified Services. Changes to the scope of the Specified Services is covered under Clause 2.2 herein.

5.5 The Client acknowledges and accepts that the Supplier is in business on its own account and therefore may be engaged by other parties simultaneously to its performance of the Specified Services.

6. Supplier's Obligations

6.1 The Supplier agrees:

6.1.1 it will take all reasonable steps to ensure that the Specified Services are completed in accordance with the Timeframe(s) set out in the Schedule of Work or the revised Timeframe(s) in accordance with Clauses 2.4, 3.3, 4.5 and/or 5.4 herein.;

6.1.2 it will comply with the Security Requirements and Rules and Regulations which the Client makes the Supplier aware of prior to the signing this Agreement which shall be prior to the commencement of the Agreement Term and which are listed within the Schedule of Work;

6.1.3 it will comply with the Reporting Requirements set out in the Schedule of Work.

6.2 The Supplier shall be entitled to subcontract any aspect of this Agreement and/or use Outsourced Personnel in the provision of the Specified Services, with the permission of the Client.

6.3 Where the Parties have agreed to Named Supplier Personnel providing the Specified Services the Supplier shall have the right to substitute a Named Supplier Personnel with an alternative Supplier Personnel or an Outsourced Personnel who holds the equivalent level of Qualifications and Experience as the replaced Named Supplier Personnel.

6.4 The Supplier shall not use generative AI in the course of performing the Specified Services without the express prior written consent of Client.

7. Warranties provided by the Parties

7.1 The Parties warrants that:

7.1.1 by entering into this Agreement that they will not be in breach of any obligation to which they owes to any third party;

- 7.1.2 they will, when utilising any of their own equipment or intellectual property as required to satisfy their contractual obligations under this Agreement, ensure that all Security Requirements are complied with.
- 7.1.3 they will comply with Data Protection Laws and General Data Protection Regulation in respect of any personal data which is exchanged between the Parties during the Agreement Term.
- 7.1.4 they will not assign to any third party any part of the Agreement without the prior written agreement of the other Party, which shall not be unreasonably withheld.
- 7.1.5 they will comply with all legal obligations, including but not limited to VAT legislation and the Companies Acts, as applicable.

7.2 The Supplier gives no additional warranties other than those defined in this Agreement, and any implied condition or warranty of satisfactory quality or fitness for purpose is excluded.

8. Off-Payroll Rules (IR35)¹

8.1 The Supplier acknowledges that:

- 8.1.1 The Client has taken reasonable care and used an appropriate assessment process to determine that the Specified Services fall outside the scope of IR35.
- 8.1.2 The Specified Services are supplied by the Supplier, the Supplier Personnel and/or Outsourced Personnel to the Client as independent contractors and that accordingly, the responsibility of complying with all statutory and legal requirements shall fall upon and be discharged wholly and exclusively by the Supplier.
- 8.1.3 Nothing in this Agreement shall render any member of the Supplier Personnel or the Outsourced Personnel an employee or worker of the Client. If any person should seek to establish any liability or obligation upon the Client on the grounds that they are an employee or worker of the Client, the Supplier shall upon demand indemnify the Client and keep them indemnified in respect of any such liability or obligation and any related losses which they may incur.
- 8.1.4 Neither the Supplier nor the Supplier Personnel or the Outsourced Personnel work under (or subject to the right of) supervision, direction or control by any person as to the manner in which they provide the Specified Services. Accordingly, the Supplier shall be permitted to determine how it will provide the Specified Services and, subject to complying with any reasonable operational requirements of the Client, will have the flexibility to determine the number of hours required to provide, and the times during which it will provide, the Specified Services. Where the Specified Services are undertaken at the Location(s), the Supplier will comply with the requirements relating to working hours, and any other operational requirements in relation to that Location(s).

9. Insurances

- 9.1 The Supplier shall ensure that it has valid and adequate Professional Indemnity, Public Liability and Employer's Liability Insurance in force throughout the Agreement Term and for a period of 3 years thereafter.
- 9.2 The Client shall ensure that it has valid and adequate Public Liability Insurance in force throughout the Agreement Term and for a period of 3 years thereafter.
- 9.3 The Parties shall ensure that they maintain in place the insurances stated above and shall provide written evidence of such insurance upon request of the other Party.

10. Limitations of Liability

10.1 The Specified Services have been negotiated and agreed between the Supplier and the Client. Therefore:

10.1.1 each Party's total liability to the other which arises under or in connection with this Agreement is limited to the amounts stated in the Schedule of Work. These liabilities and limits are in lieu of any liability implied by law.

10.1.2 the Supplier shall not be liable to the Client in contract, tort or otherwise for any indirect or consequential loss which arises under or in connection with the Agreement.

10.2 The Parties agree that before any claim for monetary compensation in accordance with Clause 10.1.1 is made, the Parties look to apply a Practical Remedy to resolve the impact of the breach or a potential breach and that any agreed Practical Remedy be in lieu of the monetary compensation referenced in Clause 10.1.1. Where Practical Remedies for potential breaches can be identified in advance of the breach occurring such Practical Remedies shall be detailed in the Schedule of Work. Where it is not possible to predict a potential breach and/or a Practical Remedy cannot be devised in advance of the breach occurring, the Parties agree to investigate potential Practical Remedies post the breach occurring or when a potential risk has been identified during the Agreement Term but not actually materialised and adopt reasonable endeavours to implement a Practical Remedy at that time.

11. Intellectual Property

11.1 The Client:

11.1.1 Shall retain ownership of all Intellectual Property Rights of whatever nature, if registrable, whether registered or not, in the Free Issue Item(s), documents or other material and data or other information provided to the Supplier in the context of this Agreement. For the avoidance of doubt, the Client shall not be deemed to have granted the Supplier any licence to use the Free Issue Item(s), documents or other material and data or other information other than for the purposes of this Agreement.

11.1.2 Represents and warrants to the Supplier that the Free Issue Item(s) and anything supplied to the Supplier by the Client in relation to this Agreement will not infringe any Intellectual Property Rights of a third party.

11.1.3 In the event that a claim for the infringement of third party Intellectual Property Rights is made or intimated against the Supplier in relation to Free Issue Item(s), documents or other material, data and other information or devices and processes provided by the Client to the Supplier for use in the provision of the Specified Services the Client shall indemnify the Supplier against any and all costs, expenses, damages or other losses suffered or payments made by the Supplier in connection with the claim and any associated judgment or settlement.

11.2 The Supplier:

11.2.1 Shall own and retain ownership of all Intellectual Property Rights of whatever nature and, if registrable, whether registered or not, in all documents or other material and data or other information including the Deliverable(s) provided to the Client in the performance of their contractual obligations under this Agreement. The Supplier shall grant the Client a non-exclusive, royalty free licence in perpetuity to use the information contained within the Deliverable(s) for the Client's own business purposes.

12. Confidentiality

12.1 Any information, either written or oral, passed between the Parties shall be regarded as confidential and shall not be published or disclosed to any third party or be used by the Supplier or the Client otherwise than for this Agreement.

12.2 Each Party may disclose the other Party's information:

12.2.1 To its employees, officers, agents, consultants, subcontractors, Supplier Personnel or Outsourced Personnel (herein after referred to as "Representatives") who need to know such information for the purposes of carrying out the Party's obligations under this Agreement, provided that the disclosing Party's take all reasonable steps to ensure that its Representatives comply with the confidentiality obligations contained in this Clause 12 as though they were party to this Agreement. The disclosing Party shall be responsible for its Representatives compliance with the confidentiality obligations set out in this clause; and

12.2.2 As may be required by law, court order or any governmental or regulatory authority. Provided that any disclosure is in line with the General Data Protection Regulations (GDPR) (EU 2016/679)

12.3 This obligation of confidentiality will remain in force for a period of 5 years beyond Agreement Term, the cessation or other termination of this Agreement.

12.4 At the end of the Agreement Term, the cessation or earlier termination of this Agreement, the disclosing Party may request for their disclosed information to be returned or destroyed which the receiving Party shall undertake at no additional cost to the disclosing Party.

12.5 This Clause shall not apply to any information which is already in the public domain at the time of disclosure under this Agreement and shall cease to apply where a Party to this Agreement is required by law to make a disclosure or if at any time the information becomes public knowledge through no fault of the receiving Party.

13. Severability

13.1 If any of the provisions of this Agreement shall be determined by any competent authority to be unenforceable to any extent, such provision shall, to that extent, be severed from the remaining terms, which shall continue to be valid to the fullest extent permitted by applicable laws.

14. Notices

14.1 All notices which are required to be given in accordance with this Agreement shall be in writing and may be delivered personally, by first class post to the registered office of the Party upon whom the notice is to be served or any other address that the Party has notified the other Party in writing, including by email. Any such notice shall be deemed to have been served; if by hand when delivered, if by first class post 48 hours following posting and if by email, when that email is sent.

15. General

15.1 The Parties to this Agreement are independent businesses and nothing in this Agreement or by virtue of performing it shall be taken as creating a relationship of agent to principal, employer to employee, partnership or joint venture between (a) the Supplier and/or any of its personnel, the Supplier Personal and/or Outsource Personnel and (b) the Client. Neither Party shall be entitled to enter into agreements or other arrangements on behalf of the other.

15.2 A Party to this Agreement shall not be liable to the other Party of this Agreement or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any of their obligations stated in this Agreement, if the delay or failure was due to any cause beyond that Party's reasonable control.

15.3 Save for changes to the Specified Services, (which must be agreed in accordance with Clause 2.2), the terms of this Agreement including the Schedule of Work may only be varied when the variation is recorded in writing and agreed by both party's Authorised Representatives.

15.4 It is agreed that this Agreement will be governed and construed according to the laws of England and Wales and the Parties submit to the non-exclusive jurisdiction of the English Courts.



Signed by

Signed by

Print name

Print name

(the Client)

(the Supplier)

USE OF THE FOLLOWING SCHEDULE OF WORK IS OPTIONAL. IF DEFINING SCHEDULE OF WORK VIA LETTER/ REPORT PROPOSAL TEMPLATE:

- A) **DELETE THIS SECTION;**
- B) **TITLE THE LETTER/ REPORT PROPOSAL "SCHEDULE OF WORK"**
- C) **INCLUDE THE ABOVE T&Cs AS AN ANNEX TO THE LETTER/REPORT PROPOSAL; and**
- D) **REFERNECE THE T&Cs FROM THE MAIN BODY OF THE LETTER/ REPORT PROPOSAL.**

Schedule of Work – Annex

This Schedule of Work does not meet the requirements of Section 61M ITEPA and therefore is deemed to be 'outside IR35'.

1. Agreement Term

As detailed in Clause 4 of this Agreement or XXX

2. Security Requirements / Rules and Regulations

The Supplier shall comply with the following Security Regulations and Rules and Regulations:

XXX

3. Specified Services / Quality Standard / acceptance procedure - Deliverable(s)

The Specified Services to be provided by the Supplier shall consist of the following responsibilities:

- X
- Y
- Z

The acceptance criteria to demonstrate that the Specified Services have been provided by the Supplier to the agreed Quality Standard shall be evidenced by the provision by the Supply to the Client of the following Deliverable(s):

XXX

Specified Services shall be undertaken at the following location(s) XXX – this may be the Location(s) as defined in this Schedule of Work but some of the Specified Services may be undertaken at SEL's own premises.

Delivery address for the Deliverable(s) and individual for whom they should be addressed to (be that the Authorised Representative of the Client or another nominated representative of the Clients)

In accordance with Clause 11.2.1 herein the Supply shall grant the Client the following licence to use Supplier owned Intellectual Property contained with Deliverable(s)

4. Qualifications and Experience

The Supplier Personnel and Outsource Personnel shall have as a minimum the following qualifies and experiences or equivalent in order to undertake the Specified Services:

XXX

Named Supplier Personnel XXXX

5. Reporting Requirements

The Supplier shall XXXX

Requirement for site visits	
SEL project manager	
Hours required	

6. Free Issue Item(s) and Timeframe For Free Issue Item(s) provided by the Client to the Supplier

The Client shall provide the Supplier with the Free Issue Item(s) listed below in accordance with clause 5.1 of this Agreement and within the timeframe detailed herein:

No.	Description of Free Issue Item(s)	Timeframe For Free Issue Item(s)

7. Location(s) where the Specified Services shall be provided / Access arrangements

The Supplier shall undertake the Specified Services as the following location(s) XXXX

In accordance with Clause 5.2 of this Agreement, the Client will arrange Access for the Supplier and the Supplier Personnel at the following Location(s) on the following days, at the following times: XXX

[Choose one option or amend to suit]

The Supplier shall provide the Specified Service remotely.

OR

The Supplier shall provide the Specified Service remotely with some occasional site visits required [ADD DETAIL IF REQUIRED].

OR

The Supplier shall provide the Specified Service remotely with regular site visits [ADD DETAIL RE SITE VISITS].

8. Timeframe(s) for Specified Services

The Supplier shall provide the Specified Services from [START DATE] to [END DATE].

9. Specified Sum

The agreed Specified Sum to be paid to the Supplier for the Specified Services will be £XXX per day. This equates to £XX per hour based on a XX hour working day.

A maximum of [working days in period] at the above Specified Sum may be worked during the Timeframe(s) .

This equates to a maximum of £[XXXX].

10. Expenses

Travel and subsistence Expenses is estimated to be £XXXX.XX

These estimated travel and subsistence Expenses are based on the following assumptions in regard to frequency and duration of attendance at meetings and/or visits to Location(s) and the number of Supplier Personnel and/or Outsourced Personnel in attendance at each meeting / visit: XXX

If the Client requests additional meetings and/or visits to Location(s) by the Supplier or additional Supplier Personnel and/or Outsourced Personnel at such meetings / visits over and above that stated herein then the Supplier shall be entitled to claim from the Client additional Expenses over and above the above stated estimate for those additional meetings and/or visits and/or additional Supplier Personnel / Outsourced Personnel attending.

All travel and subsistence Expenses are payable at cost based on receipted actuals.

11. Payment and Invoicing

Milestone payments shall be as detailed in Clause 3 of this Agreement or XXX

In agreeing to this alternative milestone payment plan rather than the calendar monthly payments as detailed in Clause 3 herein, the Parties acknowledge that this payment plan is not aligned to progress milestones or when the Supplier provides the Specified Services and/or the Deliverable(s).

Invoices should be emailed to [XXXX](#) and copied to the Client's Authorised Representative.

12. Authorised Representatives of the Parties

The Authorised Representative of the Client shall be:

XXX

The Authorised Representative of the Supplier shall be:

XXX

13. Total Liability of the Parties / Liquidated Damages / Practical Remedies

The Suppliers liability:

The Suppliers aggregate liability to the Client in respect of all causes of action howsoever arising and occurring during the Agreement Term shall be limited to and will under no circumstances exceed the greater of XXXX pounds (£XXX)

The Clients liability:

The Clients aggregate liability to the Supplier in respect of all causes of action howsoever arising and occurring during the Agreement Term shall be limited to and will under no circumstances exceed the greater of XXXX pounds (£XXX)

The Suppliers liquidated damages liability for not providing the Specified Services within the Timeframe(s) shall be as follows:

XXX



The Parties agree to the following Practical Remedies in the event of the following breaches of this Agreement:

Potential breach	Breaching Party	Practical Remedy / Risk mitigation plan