

Terms and Conditions

Contracting Authority

The Corporate Officer of the House of Commons

and

The Corporate Officer of the House of Lords



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Basic Contract Information Section

1. Definition & Interpretations

In these conditions:

- 1.1. "The Authority" means the Corporate Officers of the House of Commons and the House of Lords.
- 1.2. "The Authority's Premises" means lands and buildings which make up the Parliamentary Estate.
- 1.3. "The Commencement Date" means the date on which the Contract shall take effect, as notified by the Authority to the Contractor in a letter awarding the Contract.
- 1.4. "Conditions" means the entire contents of the headed paragraphs in these terms and conditions.
- 1.5. "The Contract" means the agreement concluded between the Authority and the Contractor including these Conditions, the specification as set out in the Statement of Requirements, invitation to tender, the tender document, plans, drawings and other documents which are relevant to the Contract. In the case of any discrepancy among these documents these Conditions shall prevail.
- 1.6. "The Contractor" means the firm who undertakes to render the Services for the Authority as provided for by the Contract.
- 1.7. "The Contract Period" means the period of duration of the Contract in accordance with Condition 3.
- 1.8. "The Contract Price" as described in the specification means the price exclusive of Value Added Tax, payable to the Contractor by the Authority under the Contract for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract.
- 1.9. "Contractor's Staff" means any person, commissioned and paid by the Contractor to either perform any part of this Contract or to provide services to the Contractor to facilitate performance of the Contract, including sub-contractors.
- 1.10. "Default" means any breach of the obligations under this Contract (including but not limited to material breach or breach of a fundamental term) or any default, act, omission, negligence or statement of the party, its employees, agents or Sub-Contractors in connection with or in relation to the subject matter of the Contract and in respect of which the party is liable to the other.
- 1.11. "Employee of the Authority" means any member of the staff of the Authority or the Corporate Officer of the House of Lords or the Corporate Officer of the House of Commons and includes an individual who is an Employee of the Authority when any relevant Personal Injury or Loss of Property occurred, even if he has ceased to be such before any payment in respect of the Personal Injury or Loss of Property is made, and, where such person has ceased to be an employee by reason of death, includes their personal representative.
- 1.12. "Government Provision" means any statutory provision, warrant, order, scheme, regulations or conditions of service applicable to an Employee of the Authority providing for continuance of pay or the payment of sick pay, or any allowance to or for the benefit of Employees of the Authority, or their families or dependants, during or in respect of sickness, injury or disablement suffered by such Employees.

- 1.13. "Loss" includes destruction.
- 1.14. "Loss of Property" includes damage to property, loss of profits and loss of use.
- 1.15. "Month" means calendar month unless otherwise defined.
- 1.16. "Personal Injury" includes sickness and death.
- 1.17. "Representative of the Authority" in any provision of the Contract means the person duly authorised by the Authority to act for the purposes of the provision.
- 1.18. "The Services/Goods" means all tasks which the Contractor is required to carry out/ deliver under the Contract.
- 1.19. "Sub-Contractor" means any individual (other than an employee of the Contractor), firm or company who enters into an agreement with the Contractor or with a Sub-Contractor to perform work or provide professional services and/or supply goods in connection with the Contract and includes any other individual or individuals taken as a partner or director by such individual, firm or company during the currency of the Contract and the surviving member or members of any such firm or company.
- 1.20. "Statement of Requirements" means the document specifying the Services to be provided by the Contractor included in the invitation to tender.
- 1.21. The masculine includes the feminine.
- 1.22. The singular includes the plural and vice versa.
- 1.23. Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.
- 1.24. Reference to a Condition is a reference to the whole of that Condition unless stated otherwise.
- 1.25. Reference to a Clause is a reference to a paragraph within a Condition unless stated otherwise.
- 1.26. The headings of these Conditions shall not affect the interpretation thereof.
- 1.27. Any notice or other communication which is to be given by either party to the other shall be given by letter, (sent by hand or post or by registered post or by the recorded delivery service) or transmitted by electronic mail or facsimile transmission confirmed by a written letter. Such notices or communications shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.
- 1.28. All communication between the parties, letters, documentation, specifications, reports etc. shall be in the English language.

2. Entire Agreement

- 2.1. The Contract constitutes the entire agreement between the parties relating to the subject matter of the contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

3. Duration of the Contract

- 3.1. The Services/Goods shall be provided for a period as stated in the Specification subject to the Authority's rights of earlier termination under

the Conditions. Extensions to the Contract will be subject to satisfactory performance and require the written consent of the Authority. The Authority shall give reasonable notice of its decision concerning contract extensions.

4. Governing Law

- 4.1. This Contract shall be governed by and interpreted in accordance with the Law of England and Wales and shall be subject to the exclusive jurisdiction of the Courts of England and Wales.

5. Contractor's Status

- 5.1. Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the Authority and the Contractor.

6. Severability

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

7. Contract Price and Payment

- 7.1. Subject to Clause 7.2 below the Contract Price shall remain fixed for the full Contract Period and not subject to any variation.
- 7.2. In the event that the Contract Price is increased or decreased as a result of any new legislation or regulation being made after the commencement of the contract, the amount of any such increase or decrease shall be treated as a variation to the contract and will be assessed on an individual basis. Such variations will not be allowed where new legislation or regulations are enacted after the commencement of the contract, but were made public prior to the commencement of the contract. Any such variations to price which can be foreseen by the Contractor prior to commencement of the Contract will be deemed to have been included in the Contract Price.
- 7.3. The Contract Price shall be strictly net of Value Added Tax. VAT, where applicable, shall be shown separately on all invoices as a strictly net extra charge. The Authority shall pay to the Contractor, in addition to the Contract Price, a sum equal to the Value Added Tax chargeable on the value of the supply of goods and services provided in accordance with the Contract.
- 7.4. Unless otherwise stated in the Contract, the Contractor shall submit an invoice monthly in arrears.
- 7.5. Payment shall be made within 30 days of receipt and agreement of invoices. The Representative of the Authority will have the final say as to whether an invoice is valid. The date of posting a cheque shall be deemed the date of payment; the date of payment by electronic transmission shall be the date the transmission is effected.
- 7.6. A properly prepared invoice shall:
- a) be a true and accurate reflection of the Contract Price;
 - b) be in duplicate;

- c) be referred with all appropriate Contract references and titles;
 - d) include a detailed breakdown of goods/services provided, taking account of any due deductions, with any supporting invoices or other necessary documentation to substantiate the claim as required by the Authority.
- 7.7. Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any time thereafter may become due to the Contractor under the Contract or under any other contract with either:
- a) the Authority; or
 - b) the Corporate Officer of the House of Lords; or
 - c) the Corporate Officer of the House of Commons.

8. Variations

- 8.1. The provisions of the Contract may only be amended or added to by formal amendments issued in writing in accordance with the change control procedure detailed in appendix 1 to these Conditions. The Contractor shall not unreasonably withhold their agreement to such amendments requested by the Authority, especially those concerning the Statement of Requirements.
- 8.2. No oral agreement or written amendment, other than in accordance with the change control procedure detailed in appendix 1, shall be binding on either of the parties to the Contract.
- 8.3. The provisions of this Condition also apply to itself.

9. Arbitration

- 9.1. Any dispute arising out of or in connection with the Contract, which cannot be resolved by negotiation between the parties shall be referred to the arbitration of a single arbitrator appointed by agreement between the parties or in default of agreement nominated on the application of either party to the Centre for Dispute Resolution ("CEDR").

Contract Operation Section

10. Contractor's Personnel

- 10.1. The Contractor undertakes to perform the Services efficiently with all due skill, care and diligence including but not limited to good industry practice.
- 10.2. All personnel engaged in the Contractor's performance of the Services must have appropriate qualifications and competence and in all respects be acceptable to the Authority. Where so required, full particulars of all personnel to be so engaged shall be forwarded in advance to the Authority for confirmation of acceptability.
- 10.3. The key personnel offered by the Contractor and accepted by the Authority to work on the Contract are as stated in the tender.
- 10.4. If and when instructed by the Authority the Contractor shall provide the Authority with full details of all persons who are or may be at any time concerned with the Services or any part of them, including any supporting evidence as the Authority may reasonably require.
- 10.5. The Contractor shall not make changes to the personnel assigned to and accepted for the work under the Contract except when such changes are unavoidable or of a temporary nature caused by sickness etc. The Contractor shall give at least one Month's notice to the Authority of

proposals to change key personnel and Clauses 10.1 and 10.2 shall apply to the replacement personnel.

- 10.6. The Contractor shall comply with any requirements notified to him by the Authority from time to time as reasonably required to prevent unauthorised persons being admitted by the Contractor to the Authority's Premises. If the Authority gives the Contractor notice that any person is not to be admitted to or is to be removed from its Premises or is not to become involved in (or is to be removed from) the Services, the Contractor shall take all reasonable steps to comply with such notice and shall return any security pass that has been issued.
- 10.7. The decision of the Authority as to whether any person is to be admitted to or is to be removed from involvement in the Services or as to the designation or approval of key personnel and as to whether the Contractor has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.
- 10.8. The Contractor shall bear the cost of any notice, instruction or decision of the Authority under this Condition.
- 10.9. The Contractor shall ensure that it maintains a large enough pool of appropriate security cleared personnel to carry out its obligations under this Contract.
- 10.10. The Contractor will bear all costs relating to the employment of staff in connection with the project including, without any restriction of the generality of this clause, any liability for sickness, maternity or redundancy costs.

11. Provision of Equipment

- 11.1. Any equipment provided by the Authority for the purpose of the Contract shall remain the property of the Authority and shall only be used for the purpose of carrying out the Contract; to be returned promptly to the Authority on expiry or termination of the Contract. The Contractor will reimburse the Authority for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the actions of Contractor's staff. Equipment supplied by the Authority shall be deemed to be in good condition when received by or on behalf of the Contractor, unless the Authority is notified otherwise in writing within seven days of such receipt.

12. Use of Authority's Premises

- 12.1. Any temporary accommodation made available to the Contractor by the Authority in connection with the Contract shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purpose of performing the Contract.
- 12.2. The Contractor undertakes to exercise all reasonable precautions to protect the Authority's Premises, its assets and all those on the site from any harm that may arise from their being on site.
- 12.3. Whilst on the Authority's Premises, the Contractor shall ensure that the Contractor and the Contractor's Staff shall be aware of and comply with the following rules regarding the use of lifts and escalators when the Division bell is ringing:
 - a) Lifts are solely reserved for the use of Members;
 - b) Members have priority use of the escalator in Portcullis House, use by others should be avoided.

13. Security

- 13.1. Whilst on the Authority's Premises, the Contractor's Staff shall comply with all security measures implemented by the Authority. The Authority shall provide copies of its written security procedures to the Contractor..
- 13.2. The Authority shall have the right to carry out any search of the Contractor's Staff or of vehicles used by the Contractor at the Authority's Premises.
- 13.3. The Contractor shall co-operate with any investigation relating to security which is carried out by the Authority or by any person who is responsible to the Authority for security matters and when required by the Representative of the Authority.
- 13.4. The Contractor shall use his best endeavours to make any Contractor's Staff identified by the Representative of the Authority available to be interviewed by the Representative of the Authority, or by a person who is responsible to the Authority for security matters, for the purposes of the investigation. Contractor's Staff shall have the right to be accompanied by a Contractor's representative and to be advised or represented by any other person whose attendance at the interview is acceptable both to the Representative of the Authority and the Contractor.
- 13.5. The Contractor shall, subject to any legal restriction on their disclosure, provide all documents, records or other material of any kind which may reasonably be required by the Authority or by a person who is responsible to the Authority for security matters, for the purposes of the investigation, so long as the provision of that material does not prevent the Contractor from performing the Services. The Authority shall have the right to retain any such material for use in connection with the investigation and, so far as possible, shall provide the Contractor with a copy of any material retained.

14. Assignment & Sub-Contracting

- 14.1. The Contractor shall not assign or sub-contract any portion of the Contract without the prior written consent of the Authority, with the sole exception that the Contractor may assign the debt arising under the Contract to a factor or invoice discounter without prior Approval. Sub-contracting any part of the Contract shall not relieve the Contractor of any obligation or duty attributable to the Contractor under the Contract or these Conditions.
- 14.2. Where the Authority has consented to the placing of sub-contracts the Contractor shall, if requested by the Authority, provide the Authority with copies of the sub-contract.
- 14.3. The Authority is entitled to assign any or all of its rights under the Contract to any contracting authority as defined in Regulation 3(1) of the Public Services Contracts Regulations 1993, provided that such assignment shall not materially increase the burden of the Contractor's obligations under the Contract.
- 14.4. The Contractor shall be responsible for the acts and omissions of his Sub-Contractors as though they were his own.
- 14.5. The Contractor shall not use the services of self-employed individuals without prior approval.
- 14.6. Where the Contractor enters into a sub-contract for the purpose of performing the Contract, or part thereof, the said sub-contract shall include a term which requires payment to be made to the Sub-Contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice, as defined by the sub-contract requirement.

15. Soliciting / Recommending Additional Work

- 15.1. To the extent the Contractor is performing an advisory service to the Authority, under the Contract, it shall be forbidden to solicit work on his own behalf or for any part of the Contractor's organisation, including partners, associate or parent companies, or to make recommendations or tender advice that directly leads to additional work for the Contractor either as a variation or extension to this Contract or by the award of a separate non-competitive contract.

Liability, Indemnity & Insurance Section

16. Liability for Personal Injury & Loss of Property

- 16.1. Subject to the following provisions of this Condition, the Contractor shall compensate the Authority for any Loss of Property suffered by the Authority and any Personal Injury suffered by an Employee of the Authority arising in any way from the performance or purported performance of the Services by the Contractor.
- 16.2. If the Contractor shows that any such Personal Injury or Loss of Property was neither caused nor contributed to by his neglect or wrongful act or by that of his employees, agents or Sub-Contractors or that it arose from circumstances outside his and their control, he shall be under no liability under this Condition.
- 16.3. If the Contractor shows that the neglect or wrongful act of any person (not being his employee, agent or Sub-Contractor) was in part responsible for the Personal Injury or Loss of Property, the Contractor's liability under this Condition shall not extend to the share in the responsibility attributed to the neglect or wrongful act of that person.
- 16.4. Subject to the following provisions of this Condition, the Authority shall compensate the Contractor for any Loss of Property suffered by the Contractor and any Personal Injury suffered by an employee of the Contractor arising as a result of the performance or purported performance of the Services by the Contractor.
- 16.5. If the Authority shows that any such Personal Injury or Loss of Property was neither caused nor contributed to by its neglect or wrongful act or by that of any Employee of the Authority or that it arose from circumstances outside the Authority's control, the Authority shall be under no liability under this Condition.
- 16.6. If the Authority shows that the neglect or wrongful act of any person (not being its employee) was in part responsible for the Personal Injury or Loss of Property, the Authority's liability under this Condition shall not extend to the share in the responsibility attributed to the neglect or wrongful act of that person.

17. Indemnity for Claims by Third Parties

- 17.1. Subject to the following provisions of this Condition, the Contractor shall indemnify and keep indemnified the Authority against:
- a) all proceedings, actions or claims brought against the Authority or any Employee of the Authority; and
 - b) all payments, costs and expenses incurred by the Authority or any Employee of the Authority in respect of any Loss of Property, Personal Injury or other Loss (including financial loss arising from any advice given or omitted to be given by the Contractor) suffered by a person other than the Contractor or an employee of the Contractor (but

including that suffered by an agent of the Contractor or by a Sub-Contractor) arising in any way from the performance or purported performance of the Services.

- 17.2. The indemnity shall not apply to the extent that the Contractor is able to show that such Personal Injury or Loss or damage was not caused or contributed to by its negligence or wrongful act or omission or that of its employees or agents or Sub-Contractors or by any circumstances within its or their control.
- 17.3. Without prejudice to the generality of Clause 17.1, the Contractor's obligation under that sub-clause includes indemnifying the Authority for any payment made under any Government Provision in connection with any Personal Injury suffered by an Employee of the Authority.

18. Insurance

- 18.1. 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 the Contract and in respect of the liability outlined in Conditions 16 and 17. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
- 18.2. The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. The Contractor shall maintain a minimum insurance cover of £5 million Public Liability Insurance.
- 18.3. The Contractor shall ensure that his Sub-Contractors and agents 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 Sub-Contractor, arising out of his involvement in the performance of the Services.
- 18.4. The Contractor shall produce to the Representative of the Authority, on request, copies of all insurance policies referred to in this Condition or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.

19. Handling of Claims

- 19.1. The Authority shall notify the Contractor as soon as reasonably practicable of any claim or proceedings for which the Contractor may be liable under Condition 16 or 17.
- 19.2. Where the Contractor is or may be liable to indemnify the Authority in respect of any claim or proceeding he or, if he so wishes, his insurers, shall, subject to the rest of this Condition be responsible for dealing with or settling that claim or proceeding.
- 19.3. The Authority shall in any event deal with any such claim which involves a Government Provision or which is made by or against an Employee of the Authority, and Clause 19.2 shall not apply to any such claim.
- 19.4. Where any claim or proceeding in respect of which Condition 16 or 17 applies is settled otherwise than by the Contractor or his insurers, the Contractor shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case and in particular to the damages which might be recoverable at law.

- 19.5. If, when the Contractor or his insurers are dealing with any claim or proceeding to which Condition 16 or 17 applies, any matter or issue arises which involves, or may involve, any privilege or special right of the Authority (including a matter relating to the discovery or production of documents) the Contractor or his insurers shall consult the Authority before taking any further action on the matter and shall act in relation thereto as may be required by the Authority; and if either the Contractor or his insurers fail to comply with this Condition, Clause 19.2 shall cease to apply.

Remedies Section

20. The Authority's Remedies in the Event of Unsatisfactory Performance

- 20.1. If the Authority is of the opinion that there has been a Default by the Contractor or the Contractor's staff, then, if the Default or other failure is capable of remedy, the Authority shall send to the Contractor a written notice specifying the Default and stating the time within which the Contractor must remedy the Default and put right any damage resulting from it.
- 20.2. In the event that:
- a) the Contractor fails to comply with a notice sent under Clause 20.1;
 - b) the Authority is of the opinion that there has been a Default of the Contract by the Contractor which is not capable of remedy; or
 - c) the Authority is of the opinion that there has been a material breach of the Contract by the Contractor
- then the Authority may take any of the actions set out in Clause 20.3.
- 20.3. The actions set out in this sub-clause are:
- a) The Authority may deduct from any payment due to be made to the Contractor an amount which the Authority reasonably considers to reflect the sums which have been paid to the Contractor, or the sums which would otherwise be payable to the Contractor, in respect of such of the Services as the Contractor has failed to provide.
 - b) The Authority may, without terminating the Contract, itself provide or procure the provision of part of the Services until such time as the Contractor demonstrates to the reasonable satisfaction of the Authority that the Contractor will once more be able to perform such part of the Services in accordance with the Contract, and in the meantime the Authority shall be entitled to exclude the Contractor, his employees, agents and Sub-Contractors from the Authority's Premises.
 - c) The Authority may, 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 provide or procure a third party to provide such part of the Services.
 - d) The Authority may terminate the whole of the Contract.
- 20.4. Where, pursuant to Clause 20.3 the Authority itself provides or procures the provision of part of the Services, it may charge to the Contractor any cost reasonably incurred by it and any reasonable administration costs in respect of the provision of any part of the Services to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

- 20.5. Where, pursuant to Clause 20.3, the Authority terminates the Contract, or terminates any part of the Contract, and then makes other arrangements for the provision of Services, the Authority shall be entitled to recover from the Contractor the reasonable costs of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period. Where the whole Contract is terminated, no further payments shall be payable by the Authority to the Contractor until the Authority has established the final cost of making those other arrangements.
- 20.6. 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 in the reasonable opinion of the Authority, the Contractor shall be liable for the necessary repairs and the costs of providing a replacement that is acceptable to the Authority.
- 20.7. The remedies of the Authority under this Condition may be exercised successively in respect of any one or more failures by the Contractor and shall survive the expiry or termination of the Contract.

21. The Contractor's Remedies for Non-Payment

- 21.1. If the Authority fails to pay the whole or part of the Contract Price when it falls due, the Contractor shall give the Authority 90 days notice specifying the breach and requiring its remedy. In the event that the Authority fails to comply with such notice, the Contractor may terminate the Contract. The Contractor's right of termination under this clause shall not apply to non-payment of the charges where such non-payment is due to the Authority exercising its rights under Clause 7.7.

22. Remedies Cumulative

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

23. Waiver

- 23.1. The failure of either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy.
- 23.2. No waiver shall be effective unless it is communicated to the other party in writing.
- 23.3. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

Contract Expiry or Termination Section

24. Break

- 24.1. The Authority shall have the right to terminate the Contract, or to terminate the provision of any part of the Contract at any time by giving a minimum of 30 days written notice to the Contractor. The Authority may extend the period of notice at any time before it expires.
- 24.2. Without prejudice to condition 10.10, Where the Authority terminates the Contract under this Condition, the Authority shall indemnify the Contractor against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Contractor by reason of the termination of the Contract, provided that the Contractor takes all

reasonable steps to mitigate such loss. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available. The Contractor shall submit a fully itemised and / costed list, with supporting evidence, of such losses reasonably and actually incurred by the Contractor as a result of termination under this Condition.

- 24.3. The Authority shall not be liable under this Condition to pay any sum which:
- a) was claimable under insurance held by the Contractor, and the Contractor has failed to make a claim on its insurance, or has failed to make a claim in accordance with the procedural requirements of the insurance policy; or
 - b) when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated prior to the expiry of the initial Contract Period.

25. Termination on Change of Control or Bankruptcy

- 25.1. The Contractor shall notify the Authority immediately when any change of control occurs and the Authority reserves a right to terminate the Contract in the event of such an occurrence.
- 25.2. The Contractor shall notify the Authority in writing immediately upon the occurrence of any of the following events and the Authority reserves a right to terminate the Contract upon such an occurrence:
- a) where the Contractor undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988; or
 - b) where the Contractor is an individual or a firm and a petition is presented for the Contractor's bankruptcy or a criminal bankruptcy order is made against the Contractor or any partner in the firm, or the Contractor or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Contractor's or firm's affairs; or
 - c) where the Contractor is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or the Court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
 - d) where the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or any similar event occurs under the law of any other jurisdiction within the United Kingdom.
- 25.3. The Authority may only exercise its right under Clauses 25.1 and 25.2 (a) within 6 Months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs.

26. Recovery Upon Termination & Transition of Services

- 26.1. Termination or expiry of the Contract shall be without prejudice to any other rights or remedies a party may be entitled to under the Contract or at law and shall not affect any accrued rights or liabilities of either party nor the

coming into or continuance in force of any provision of the Contract which is expressly or by implication intended to come into or continue in force on or after such termination or expiry and in particular (but without limitation) the following clauses shall continue in full force and effect: 4, 7.7, 9, 10.10, 13.3 to 13.5, 16, 17, 18, 19, 24.2, 24.3, 27, 28, 29, 30 35, 36, 36.2 and 36.3.

- 26.2. At the end of the Contract Period (and howsoever arising) the Contractor shall, upon request, transfer all files, records, documents, information and other materials relating to the Contract that are in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-Contractors, howsoever generated, to the Authority or person or persons designated by the Authority.
- 26.3. The Contractor shall be responsible for ensuring that any computerised filing, recording, and documenting data utilised under this Contract is transferred free of any charges to the Authority or person or persons designated by the Authority in a usable format to facilitate a smooth hand-over of work at expiration or termination of the Contract.
- 26.4. In the event of the Contractor's failure to comply with Clauses 26.2 & 26.3, the Authority may nevertheless recover possession of any materials covered by this Condition and the Contractor grants licence to the Authority or its appointed agents to execute recovery from any premises of the Contractor or its permitted suppliers or Sub-Contractors where any such items may be held.
- 26.5. The Contractor shall keep and maintain until six years after the Contract has been completed, or as long a period as may be agreed between the parties, full and accurate records of the Contract, all expenditure reimbursed by the Authority, and all payments made by the Authority. The Contractor shall on request afford the Authority or the Authority's Representatives such access to those records as may be required by the Authority in connection with the Contract.
- 26.6. At the end of the Contract Period (howsoever arising) and/or after the Contract Period the Contractor shall co-operate free of charge with the Authority and any new contractor appointed by the Authority to continue or take over the performance of the Contract in order to ensure an effective handover of all work then in progress and reduce to a minimum any interruption of the Services.
- 26.7. At the discretion of the Authority, the Contractor shall be reimbursed for any reasonable cost incurred during the transition of services.
- 26.8. The provisions of this Condition shall survive the continuance of this Contract and indefinitely after its termination.

Disclosure & Confidentiality Section

27. Use & Disclosure of Documents, Information etc

- 27.1. Except with the prior consent in writing of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than a person engaged by the Contractor in the performance of the Services or any other person concerned with the same. Such disclosure shall be made in confidence and extend only so far as may be necessary for the purposes of the Contract.
- 27.2. The Contractor undertakes to treat any information derived from or obtained in the course of the Contract as confidential and to take all necessary precautions to ensure that their employees, agents and Sub-Contractors

and their employees treat any information as confidential and in doing so keep secret and not disclose information obtained by them by reason of performing the Contract.

- 27.3. The Contractor, its employees, Sub-Contractor(s), agents, suppliers and consultants and their respective employees, shall refrain from making any public statement relating to the existence or performance of the Contract unless the statement is approved in writing by the Authority. This includes the issue of publicity material or press announcement relating to the Contract.

28. Freedom of Information

- 28.1. The Authority reserves the right to disclose details of contractual documentation, processes, prices, performances and outcomes to meet legal, regulatory and public policy requirements, and also any other duty it may have, to provide information to Parliament.
- 28.2. The House of Lords and the House of Commons are public authorities within the meaning of the Freedom of Information Act 2000 ('FOIA') and, as such, the Contractor should be aware that all information received by the Authority may be subject to a future request under the FOIA and will be dealt with accordingly.
- 28.3. When considering a request under the FOIA, the House in question will carefully consider releasing any information they hold, giving due protection to confidential information and any other relevant exemptions. Where the Contractor sends information it regards as confidential it must clearly identify the confidential element(s) and explain why it considers each element to be of a confidential nature. Routine marking of the documents as being confidential will not be accepted and the Contractor will always be required to provide justification for non-disclosure. The Contractor should also be aware that receipt by the Authority of information marked as confidential, or marked in any other way, does not imply that they accept any duty of confidence by virtue of that marking nor any obligation not to disclose that information when required by the FOIA.
- 28.4. Primary responsibility for decisions to disclose in response to a request under the FOIA will rest with the House in question. However, the Contractor must also be aware that decisions on disclosure under the Act are subject to the jurisdiction of the Information Commissioner, the Information Tribunal and ultimately the Courts.

29. Data Protection Act

- 29.1. The Contractor (and any of his Sub-Contractors involved in the provision of this Contract) shall be registered under the relevant parts of the Data Protection Act 1998 ('DPA') and shall ensure that the applicable provisions of the DPA and any Statutory Instrument made thereunder or other relevant Act of Parliament or Statutory Instrument are strictly adhered to.

Statutory Requirements Section

30. Industrial Actions & the Transfer of Undertakings (Protection of Employment)

- 30.1. In the event that TUPE applies to the Contract the Contractor will provide, 3 months prior to the expiry of the contract, or any extension, directly employed staff liability information required under TUPE for inclusion in tender documentation and any such information required to ensure that the Authority complies with its obligations under the EU Procurement Directives. Contractors will comply with their obligations under the Regulations to

ensure a smooth transfer, including obligations to consult with and inform employees and their representatives

- 30.2. The Contractor will not make any changes to the permanent employee establishment or terms and conditions of employment within 3 months of the expiry of the Contract without the written permission of the Authority.
- 30.3. The Contractor will respond within 5 working days to any questions or requests for supplementary information required during the tender process unless such requests are commercially sensitive.
- 30.4. The inclusions of these terms does not indicate that the Authority is making any declaration about the application of TUPE and Contractor should take their own legal advice.
- 30.5. In the event of any change of Contractor any discussions with regards to the application of TUPE will be between Contractors. The Authority will only become involved if there is any breach, or potential breach, of the tendering or contract terms and conditions.
- 30.6. If a Contractor fails to perform under the Contract terms, or withdraws from the Contract before its expiry, the Authority will instruct another Contractor to provide the Services/Goods and will recover from the defaulting Contractor any additional costs including any ongoing excess charges, even if these costs exceed the original Contract price.

31. Discrimination & Human Rights

- 31.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of or made under the Equality Act 2010 or any other legislation relating to discrimination in employment or in the provision of Services/Goods in relation to this Contract or any other contract to which the Authority is a party.
- 31-2 The Contractor recognises the obligations imposed upon the Authority by the Human Rights Act 1998 and shall not do anything, when performing the Contract, which may cause the Authority to be in breach of that Act.
- 31.3 The Contractor shall take all reasonable steps to secure the observance of these provisions by the Contractor's Staff employed in the execution of the Contract.
- 31.4 Failure to comply with any part of this Condition may constitute a material breach of the Contract and the Authority may exercise its rights under Condition 20.

32. Environmental Requirements

- 32.1. The Contractor shall perform the Contract in accordance with an environmental policy that aims 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.

33. Health & Safety

- 33.1. The Contractor shall promptly notify the Authority of any health and safety hazards that may arise in connection with the performance of the Services.
- 33.2. The Authority shall promptly notify the Contractor of any health and safety hazards which may exist or arise at the Authority's Premises and which may affect the Contractor in the performance of the Services.
- 33.3. Whilst on the Authority's Premises, the Contractor's Staff shall comply with any health and safety measures implemented by the Authority.

- 33.4. The Contractor shall notify the Representative of the Authority immediately in the event of any incident occurring in the performance of the Services on the Authority's Premises where that incident causes any Personal Injury or any damage to property.

34. Intellectual Property Rights

- 34.1. It shall be a condition of the Contract that, except to the extent that materials may incorporate designs furnished by each House, the Contractor will not infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and he shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of, or in connection with, any breach of this Condition.
- 34.2. All intellectual property rights in any specifications, instructions or other material:
- a) Furnished to or made available to the Contractor by the Authority shall remain the property of the Authority.
 - b) Prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract shall belong to the Authority.
- 34.3. At the termination of the Contract the Contractor shall immediately return to the Authority all materials, work or records held, including any back up media.

35. Patents

- 35.1. All royalties, licence fees or similar expenses for the supply or use of any invention, process, drawing, model, plan or information in connection with the Contract shall be deemed to have been included in the Contract Price. The Contractor shall indemnify the Authority from and against all demands, actions, claims and proceedings, which may be made or brought against the Authority, and any damages, cost and expenses incurred by the Authority in respect of such supply or use.

36. Bribery

- 36.1. The Contractor shall not, in relation to this contract or any other contract with the Authority, request, offer, promise, agree to receive, accept or give a financial or other advantage to any person intended to induce that person to perform a function or activity improperly or to reward any person for the improper performance of a function or activity, or where it is known that the acceptance of the advantage would itself constitute the improper performance of a function or activity. The attention of the Contractor is drawn to the criminal offences under the Bribery Act 2010.
- 36.2. The Contractor shall not enter into this or any other contract with the Authority in connection with which commission has been paid or agreed to be paid by him or on his behalf or to his knowledge unless, before any such contract is made, particulars of any such commission, and of the terms and conditions of any agreement for the payment thereof, have been disclosed in writing to the Authority.
- 36.3. The Authority may if:
- a) reasonably satisfied that the Contractor or anyone employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) is in breach of this Condition in relation to this or any other contract with the Authority; or

- b) the Contractor or anyone employed by him or acting on his behalf is convicted of any offence under the Bribery Act 2010 in relation to this Contract or any other contract with the Authority may:
 - (i) terminate the contract and recover from the contractor the amount of any loss resulting from the termination;
 - (ii) recover from the contractor the amount of value of any such gift, consideration or commission etc; and
 - (iii) recover from the Contractor any other loss sustained in consequence of any breach of their Condition, whether or not the Contract has been terminated.

36.4. If the Contractor is approached by a member of staff or someone representing themselves as acting on behalf of the Authority who seeks to persuade the contractor to take any steps that would constitute a breach of this Condition or of the Bribery Act 2010, the Contractor must immediately contact the Director of Finance at the Authority.

Appendix 1 - Change Control Following the Award of Contract

1. Introduction

- 1.1. Where the Authority or the Contractor see a need to change either the Services or the Conditions of the Contract, the Authority may at any time request, and the Contractor may at any time recommend, such change only in accordance with the Change Control Procedure as set out at paragraph 2.
- 1.2. Until such time as a change is made in accordance with the Change Control Procedures, the Contractor shall, unless otherwise agreed in writing, continue to provide the Services as if the request or recommendation had not been made.
- 1.3. Any discussions which may take place between the Authority and the Contractor in connection with a request for change shall be without prejudice to the rights of either party.
- 1.4. In the event of any variation of the Contract, the Contract Price shall be subject to fair and reasonable adjustment to be agreed between the Authority and the Contractor.
- 1.5. Any work undertaken by the Contractor's staff which has not been authorised in advance by a change to the Contract or otherwise agreed according to paragraph 1 shall be undertaken entirely at the expense and liability of the Contractor.

2. Procedure

- 2.1. Where a request for an amendment is received from the Authority, the Contractor shall, unless otherwise agreed, submit to the Authority two copies of a Change Control Note (CCN) signed by the Contractor within three weeks of the date of the request.
- 2.2. If the Contractor considers that the preparation of a CCN requested by the Authority would necessitate significant additional allocation of resources, the Contractor will notify the Authority accordingly and, on agreement by the Authority, the Contractor will make a proposal for a paid study of the cost and implications of producing the required CCN. Pending the Authority's acceptance of that proposal the Contractor will be relieved of the obligation to produce the CCN.
- 2.3. A request to amend by the Contractor shall be submitted direct to the Authority in the form of two copies of a CCN signed by the Contractor at the time of such recommendation.
- 2.4. The CCN must include:
 - a) Provision for a CCN number
 - b) The title of the change
 - c) The originator and date of the request for the change
 - d) The reason for the change
 - e) Full details of the change including any specifications
 - f) The price, if any, of the change
 - g) A timetable for implementation
 - h) A schedule of payments if appropriate
 - i) Details of the likely impact, if any, of the change on other aspects of the existing contract, including but not limited to:

- The term of this contract
 - The personnel to be provided
 - The charges
 - The payment profile
 - The documentation to be provided
 - The training to be provided
 - Service Levels
 - Working arrangements
 - Other contractual issues
- j) The date of expiry of the validity of the CCN, which shall usually be at least 10 working days from the date of submission;
- k) Provision for signature by the Authority and the Contractor
- 2.5. For each CCN submitted the Authority shall allocate a sequential number to the CCN, evaluate the CCN, requesting further information if necessary, and before the expiry of the CCN shall either:
- a) Arrange for two copies of the CCN to be signed by or on behalf of the Authority and return one of the copies to the Contractor; or
 - b) Notify the Contractor of the rejection of the CCN.
- 2.6. A CCN signed by both parties shall constitute an amendment to the Contract.