

Basis of Contract

- 1.1 Unless the Supplier has entered into a separately negotiated agreement signed by an authorised representative for and on behalf of G4S, these Terms apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 1.2 The Purchase Order constitutes an offer by G4S to purchase the Goods and/or Services in accordance with these Terms
- 1.3 The Purchase Order shall be deemed to be accepted on the earlier of:
 - 1.3.1 the Supplier issuing a written acceptance or online acceptance of the Purchase Order; and
 - 1.3.2 the Supplier doing any act consistent with fulfilling the Purchase Order.

at which point the Contract shall come into existence.
- 1.4 The Supplier waives any right it may otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms.

2. Interpretation

- 2.1 The following expressions will have the meanings given below:

"Confidential Information" means information which relates to G4S or a G4S Affiliate's administrative, business, financial, technical or operational arrangements or of any information of a secret or proprietary nature.

"Contract" means the contract between G4S and the Supplier which comprises the Purchase Order, these Terms and any documents specified in the Purchase Order.

"COSHH" means Control of Substances Hazardous to Health.

"Customer" means a customer of G4S or any G4S Affiliate.

Deliverables: all documents, advice, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

"Delivery Date" the date for delivery of the Goods specified in the Purchase Order, or, if none is specified, within a reasonable time from the date of the Purchase Order.

"G4S" means the G4S company on whose behalf the Purchase Order is issued.

"G4S Affiliate" means any subsidiary undertaking or holding company of G4S and any subsidiary undertaking of a holding company of G4S.

"G4S Materials" means all documents, information, items, materials, equipment, tools, drawings, specifications and data in any form (whether owned by G4S or a third party), which are provided by G4S to the Supplier in connection with the Services.

"Goods" means the goods (if any) which are set out in the Purchase Order.

"Intellectual Property Rights" patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

"Location" means the address referred to in the Purchase Order for the delivery of the Goods and/or the provision of the Services.

"Purchase Order" means the order for the Goods or Services issued by G4S to the Supplier or any purchase by G4S from the Supplier using a purchase card or G4S credit card from the Supplier or any purchase using a suitably authorised purchase card issued by the Supplier to G4S;.

"Services" means the services (if any) which are set out in the Purchase Order.

"Specification" means the description, performance requirements, duties and other matters relating to the Goods or the Services referred to in or attached to the Purchase Order, as the same may be amended by written agreement between the parties.

"Supplier" means the person, firm or company set out as the supplier under the Purchase Order.

"Terms" means the terms and conditions set out in this document.

- 2.2 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute

- or statutory provision, as amended or re-enacted.
- 3. Supply of Goods and/or Services**
- 3.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract provide the Services to G4S in accordance with the terms of the Contract.
- 3.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that G4S notified to the Supplier. Time is of the essence in relation to any of those performance dates.
- 3.3 In performing the Services, the Supplier shall:
- 3.3.1 perform the Services with best care, skill and diligence and in accordance with best practice in the Supplier's industry, profession or trade;
- 3.3.2 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- 3.3.3 where requested by G4S, have the Supplier's personnel who provide the Services vetted in accordance with G4S's vetting requirements;
- 3.3.4 provide and maintain all equipment, tools and vehicles and such other items as required to provide the Services at the Supplier's cost;
- 3.3.5 carry the risk of loss, damage or theft for all equipment, tools and vehicles and such other items as required to provide the Services;
- 3.3.6 hold all G4S Materials in safe custody at its own risk, and in good condition until returned to G4S, and not dispose or use the G4S Materials other than in accordance with G4S's written instructions or authorisations ;
- 3.3.7 not do or omit to do anything which may cause G4S to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business and the Supplier acknowledges that G4S may rely on or act on any advice and/or the Services provided]; and
- 3.3.8 observe all health and safety rules and regulations, codes of conduct, site policies and any other security requirements that apply at any of the G4S's premises;
- 3.4 The Supplier shall ensure that the Goods shall:
- 3.4.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended);
- 3.4.2 where there are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- 3.4.3 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 3.5 The Supplier shall ensure that the Goods and/or Services and Deliverables shall conform with all descriptions and specifications set out in the Specification and the Goods and/or Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by G4S expressly or by implication, and in this respect G4S relies on the Supplier's skill and judgement.
- 3.6 The Goods and/or Services shall comply with the relevant standards set by the British Standards Institution for the supply and installation at the time of performance.
- 3.7 The Goods and/or Services supplied must also comply with the implied conditions, warranties and terms contained in the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, related statutes and any statutory re-enactment(s) or modification(s) thereof.
- 3.8 Modern Slavery and Corporate Social Responsibility (CSR)**
- 3.8.1 In performing its obligations under the Contract, the Supplier:
- (a) shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015;
- (b) shall implement due diligence procedures for its subcontractors and suppliers to ensure there is no slavery or human trafficking within its supply chain;
- (c) represents and warrants that it has not has been convicted of any offence involving slavery and human trafficking; nor has it been the subject of any investigation, inquiry or

		enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking;			engage in any activity, practice or conduct which would constitute either a UK tax evasion offence or facilitation offence or a foreign tax evasion offence or facilitation offence, including for the purposes of the Criminal Finances Act 2017 ("CFA 2017"), and shall have and maintain throughout the duration of this Framework Agreement (and all Purchase Order Contracts) such policies and procedures as are reasonable to ensure that it complies with all applicable tax laws and to prevent the facilitation of tax evasion by another person, as required by CFA 2017.
	(d)	shall notify G4S as soon as it becomes aware of (a) any breach, or potential breach of clause 3.8.1(a) or (b) any actual or suspected slavery or human trafficking in a supply chain which has a connection with the Contract; and			
	(e)	shall maintain a complete set of records to trace the supply chain for all Goods and Services in connection with this Contract; and permit G4S to inspect the Supplier's premises, records, and to meet Supplier's personnel to audit the Supplier's compliance with its obligations under clause 3.8			
3.8.2		The Supplier agrees that it will (i) at its own costs complete an assessment with a third party Corporate Social Responsibility ("CSR") provider as nominated by G4S (ii) ensure that for the duration of the contract assessments are completed as requested by either the CSR provider or G4S annually at its own cost (iii) will immediately upon request provide G4S with a copy of the report or permission to obtain the report from the CSR provider and/or any other such documentation in order for G4S to satisfy itself that the Supplier has complied with its obligations under this clause (iv) the Supplier will take such measures to complete any corrective action plan issued by either the CSR provider or G4S within the time frames as agreed between the parties	3.10	IR35	3.9.2 The Supplier shall on demand provide to G4S details of the reasonable prevention measures it has taken to prevent the commission of tax offences including an offence pursuant to CFA 2017 and shall promptly report to G4S any request or demand from a third party to facilitate the evasion of tax in connection with the performance of this Framework Agreement (or any Purchase Order Contract as the case may be).
				3.10.1	This clause 3.10 shall apply in respect of any person who is not employed by and on the payroll of the Supplier or any agency, umbrella company or subcontractor of the Supplier ("IR35 Worker").
				3.10.2	The Supplier shall use all reasonable endeavours to avoid engaging IR35 Workers for the provision of the Services.
				3.10.3	Subject to clause 3.10.5, the Supplier shall as soon as reasonably practicable provide to G4S details of any IR35 Worker to whom clauses 3.10.4 to 3.10.10 may apply and shall indemnify G4S, G4S Affiliates and the Customer in full in respect of any Taxes, liability, deduction, contribution, assessment, claim, damages, losses, penalty, fine or interest and all reasonable costs and expenses, suffered or incurred as a result of any failure by the Supplier to do so.
				3.10.4	The Supplier shall in respect of each IR35 Worker:
3.9	Preventing Tax Evasion			(a)	ascertain whether an IR35 status determination statement is required;
3.9.1		The Supplier shall (and shall procure that its associated persons shall) not			

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| <p>(b) notify G4S of any IR35 status determination statement so required at least five (5) Business Days before the first day on which the IR35 Worker will perform any Services;</p> <p>(c) provide all such assistance and information as G4S may require to determine whether the arrangements for the provision of the IR35 Worker fall within IR35 (including in the determination of any appeal) and to otherwise comply with its obligations pursuant to IR35; and</p> <p>(d) promptly provide to the IR35 Worker (or their intermediary, as applicable) a copy of any IR35 status determination issued by G4S.</p> | <p>Worker will fall within the scope of IR35, then:</p> <p>(a) if G4S (or the Customer) is the fee payer for IR35 purposes, G4S shall deduct from payments made to the Supplier all Tax and any interest and penalties payable in connection with the application of IR35 to such arrangements (the "IR35 Liability") and shall (or shall procure the Customer) account properly to HMRC for any Tax so deducted; and</p> <p>(b) if the fee payer for IR35 purposes is the Supplier or any person other than G4S or the Customer, the Supplier shall, or shall procure that the relevant fee payer shall, properly and promptly pay and account to HMRC for all Tax required to be paid pursuant to IR35 in connection therewith.</p> |
| <p>3.10.5 The Supplier shall maintain records of any IR35 Worker to whom Clauses 3.10.4 to 3.10.10 apply, including records of any payment or benefit provided to or for the benefit of the IR35 Worker, copies of all status determination statements and any correspondence relating thereto and the Supplier shall provide copies of such records to G4S on demand. Such records shall be retained by the Supplier, after termination or expiration of the Contract, for a period of no less than seven (7) years or to the extent required by applicable law if longer.</p> | <p>3.10.9 If G4S determines that the arrangements for the provision of services by any IR35 Worker do not fall within the scope of IR35, G4S shall make payments to the Supplier without deduction of Tax, save that if G4S or HMRC at any time, whether following an enquiry or PAYE audit or otherwise, determine that IR35 applies and G4S (or the Customer) is required to account for Tax accordingly, G4S may at its option deduct from any payment due to the Supplier an amount equal to any IR35 Liability relating thereto.</p> |
| <p>3.10.6 If the Supplier receives any communication from an IR35 Worker or their intermediary which constitutes an appeal against or disagreement with a status determination statement issued by G4S, the Supplier shall promptly pass to G4S copies of all such correspondence and any supplementary evidence and shall provide G4S with all such assistance as G4S may require to properly and promptly respond to the appeal.</p> | <p>3.10.10 To the extent that G4S has not deducted the IR35 Liability in full from payments made to the Supplier, the Supplier shall pay to G4S on demand a sum equal to any IR35 Liability not so deducted.</p> |
| <p>3.10.7 The Supplier shall use all reasonable endeavours to comply with its own obligations pursuant to IR35 and shall procure that the IR35 Worker and any other intermediary so complies.</p> | <p>3.11 Breach of any provision of clauses of 3.8 to 3.10 will be deemed a material breach of the Contract.</p> |
| <p>3.10.8 If G4S determines that the arrangements for the provision of services provided by any IR35</p> | <p>3.12 The Supplier shall (at no additional cost to G4S) at all times carry out and provide the Services in compliance with all applicable laws, regulations, immigration laws, regulatory policies, guidelines or industry codes which may apply from time to time and ensure that it has and maintains all the licences, permissions, authorisations, consents,</p> |

- permits that it needs in the performance of its obligations under the Contract.
- 3.13 The Supplier shall maintain such records as are necessary pursuant to such applicable laws and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by G4S (or its authorised representative).
- 4. Delivery, Title and Risk**
- 4.1 The Supplier shall be responsible for the cost of delivery, packaging, insurance, unloading, and adequate protection of all Goods delivered to the Location until completion in accordance with clause 4.4.
- 4.2 The Supplier shall ensure at its own cost that:
- 4.2.1 the Goods are properly packed and secured in such a manner as to enable them to reach their destination in good condition;
- 4.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any) the type and quantity of the Goods (including the code number of the Goods, where applicable); and
- 4.2.3 on delivery of the Goods G4S is supplied:
- (a) with all operating and safety instructions and manuals and licences, that warning notices are clearly displayed and other information as may be necessary for their proper use and operation, maintenance and repair for G4S to accept delivery of the Goods; and
- (b) a list by name and description of any hazardous or harmful or potentially hazardous or harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. G4S will rely on the supply of such information from the Supplier in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any other relevant legislation.
- 4.3 The Supplier shall deliver the Goods:
- 4.3.1 on the Delivery Date;
- 4.3.2 at the Location; and
- 4.3.3 during the Location's normal business hours, or as instructed.
- 4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Location. Time is of the essence in relation to the Delivery Date.
- 4.5 G4S may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and such inspection or testing shall not reduce or otherwise affect the Supplier's obligations.
- 4.6 If following such inspection or testing G4S considers that the Goods do not conform or are likely to comply with the Supplier's undertakings at clause 3, G4S shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.7 Title and risk in the Goods shall pass to G4S on completion of delivery.
- 5. Price and Payment**
- 5.1 The price for the Goods and/or Services will be the price set out in the Purchase Order. The price is exclusive of value added tax and, unless otherwise agreed in writing, inclusive of the costs of all other taxes, duties, packaging, delivery and insurance. A change to the price is only effective if agreed by both parties in writing.
- 5.2 In order for a valid Purchase Order to be raised the Supplier must successfully register on the G4S supplier information database as applicable from time to time. The Supplier should email ukprocurement@uk.g4s.com for guidance and information on registering.
- 5.3 The Supplier shall invoice G4S after it has successfully supplied the Goods or Services, unless G4S has agreed different invoicing dates in the Purchase Order. The Supplier agrees to invoice G4S within thirty (30) days after it has the right to invoice under the terms of this clause 5.3. In no event may the Supplier submit invoices, or any corrections thereof, later than ninety (90) days after the date on which an invoice may first be submitted and such timely submission is a pre-condition to any G4S payment obligation.
- 5.4 If the Goods and/or Services have been supplied in accordance with the Contract, G4S shall pay the Supplier on the next G4S supplier payment date following the period of 60 calendar days from date of invoice.

- 5.5 If G4S, acting reasonably, considers that the Goods and/or Services were not supplied in accordance with the Contract, G4S is entitled to not pay the disputed amount until the matter is resolved between the parties. Both parties will act in good faith to try to resolve a dispute of this type.
- 5.6 If G4S does not pay an undisputed invoice in accordance with clause 5.4, G4S shall pay interest to the Supplier at the rate of 1 per cent per annum above the then current Bank of England base rate.
- 5.7 Entering into a Contract does not commit G4S to any minimum spend, volume commitments or confer on the Supplier any rights of exclusivity. G4S is free to purchase goods or services similar to those supplied by the Supplier from any other third party.
- 6. Remedies**
- 6.1 If the Goods and/or Services are not provided in accordance with the Contract, G4S shall, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods and/or Services, have one or more of the following rights:
- 6.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- 6.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Suppliers own risk and expense;
- 6.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- 6.1.4 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- 6.1.5 to recover from the Supplier any costs incurred by G4S in obtaining substitute goods and/or services from a third party;
- 6.1.6 to require a refund from the Supplier within 7 days from the date of giving written notice of any sums paid in advance for any Goods and/or Services that the Supplier has not provided; and
- 6.1.7 to claim damages for any additional costs, loss or expenses incurred by G4S which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 6.2 If the Goods are not delivered on the Delivery Date or the Services performed on the performance dates G4S may, at its option, claim or deduct 1.5% of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 20% of the total price of the Goods and/or Services. If G4S exercises its rights under this clause 6.2, it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' and/or Services' late delivery (but such remedies shall be available in respect of the Goods' and/or Services' condition). These Terms shall apply to any repaired or replacement Goods and/or substituted or remedial services provided by the Supplier.
- 6.3 G4S's rights and remedies under these Terms are in addition to its rights and remedies implied by statute and common law.
- 7. Liability**
- 7.1 The Supplier will be liable for any loss, damage, cost or expense that results from its breach of the Contract up to a maximum amount of the greater of (i) £5 million and (ii) 10 times the fees payable under the Purchase Order. Neither party will be liable for any indirect or consequential loss.
- 7.2 The Supplier will indemnify G4S for any liability, loss, liquidated damage, service credit or penalty that any G4S Affiliate incurs in relation (in any way) to a Customer contract as a result of a breach by the Supplier of the terms of the Contract.
- 7.3 The financial cap on liability in clause 7.1 will not apply to the Supplier in relation to (a) any breach by the Supplier of the confidentiality provisions (b) any breach by the Supplier of Schedule 1 (c) any dishonesty or wilful misconduct by the Supplier (d) clause 7.2 and (e) the intellectual property rights provisions in clause 8.
- 7.4 G4S's liability is limited to one times the fees payable under the Purchase Order.
- 7.5 No limitation of liability applies in respect of any fraud or death or personal injury caused by negligence.
- 8. Intellectual Property Rights**
- 8.1 If the Goods and/or Services are made to G4S's special order then G4S will own all Intellectual Property Rights in the Goods and/or Services and the Supplier will do all things necessary to transfer these rights.
- 8.2 In relation to any Deliverables G4S will own all Intellectual Property Rights in the Goods and/or Services and the Supplier will do all things necessary to transfer these rights.
- 8.3 If the Goods or Services are not made to G4S's special order then the Supplier will retain these Intellectual Property Rights and the Supplier

- grants G4S a fully paid-up, non-exclusive, royalty-free, non-transferable licence to use (at any time) the Goods and/or Services for G4S's business purposes.
- 8.4 The Supplier can only use the G4S name or logo in its marketing materials if G4S has agreed this in advance in writing.
- 8.5 The Supplier shall indemnify G4S in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by G4S as a result of or in connection with any claim brought against G4S for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use of supply of the Services and the Deliverables (excluding G4S Materials).
- 8.6 G4S, and any G4S Affiliate, may use the Goods and/or Services and also with any Customer as long as, in relation to use by a Customer, the use is related to a contract that G4S or a G4S Affiliate has entered into with that Customer.
- 9. Audit**
- 9.1 The Supplier shall (and shall ensure all its agents, subcontractors or other third parties) promptly make available to G4S (at the Supplier's cost) such information as is reasonably required to demonstrate the Supplier's and G4S's compliance with their respective obligations under this Contract (including the Schedules and the Data Protection Laws), and allow for, permit and contribute to audits, including inspections, by G4S (or another auditor mandated by G4S) for this purpose at G4S's request from time to time. The Supplier shall provide (or procure) access to all relevant premises, systems, personnel and records during normal business hours for the purposes of each such audit or inspection upon reasonable prior notice (not being more than two business days) and provide and procure all further reasonable co-operation, access and assistance in relation to any such audit or inspection.
- 9.2 If the results of the audit reveal that G4S has been overcharged in relation to the Goods and/or Services then the Supplier will reimburse G4S immediately for the overcharged amounts.
- 9.3 The Supplier will maintain detailed quality control and manufacturing records for the period of at least 12 years from the date of delivery of the Goods.
- 10. Insurance**
- 10.1 The Supplier will, during the term of this Contract, maintain adequate insurance cover, which shall include but not be limited to professional indemnity insurance, product liability insurance, public liability insurance and employer's liability insurance, with a reputable insurer up to an amount of at least £5 million per incident to cover the Supplier's potential liability to G4S under the relevant the Contract and will provide, on G4S's request, an insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance on G4S's request.
- 10.2 The Supplier will be responsible for new works being installed or erected at G4S's or G4S's Customers' premises and will maintain adequate insurance to cover loss or damage to such works until completion of the Contract.
- 11. Confidential Information**
- 11.1 If G4S discloses any Confidential Information to the Supplier, the Supplier will not (i) use this information otherwise than for the purposes of providing the Goods and/or Services (ii) disclose it to anyone else unless required to do so by law.
- 11.2 If G4S asks the Supplier to do so, the Supplier will return any Confidential Information that exists in a physical form.
- 12. Additional Terms**
- 12.1 The parties agree that the following additional terms and conditions shall apply to the following in the following situations:
- 12.1.1 Schedule 1: shall apply where the Supplier, or any Sub-Processor (as defined in Schedule 1 to these Terms) (or such agent, subcontractor or other third party engaged by the Sub-Processor) carries out any processing activities in respect of any Personal Data (including any Special Category Data as defined in the General Data Protection Regulation (EU) 2016/679) received from G4S.
- 12.1.2 Schedule 2: shall apply to all conditions for an appointment in relations to projects covered by the Construction (Design and Management) Regulations 2015.
- 13. Work on Premises and Health and Safety**
- 13.1 The Supplier will advise G4S of any COSHH implications of the Goods and/or Services being provided.
- 13.2 Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be labelled and supplied with full instructions for their proper use, maintenance and repair and with any necessary warning notices clearly displayed.
- 13.3 The Supplier will provide confirmation that a method statement/risk assessment has been

- completed, an authorisation form has been completed and a permit to work where required has been raised, signed off and issued prior to commencement of any work in relation to the Contract.
- 13.4 Where the Supplier is required to have in place or is a Supplier of a type that should be registered under a Safety Scheme in Procurement (SSIP), or similar and/or any other relevant assessment service (for example, SafeContractor, the Supplier:
- (i) will ensure that it holds a current valid registration certificate with the relevant SSIP and provide evidence of such registration prior to the commencement of the Services; and
 - (ii) will ensure that such registration, membership and accreditation is renewed in a timely manner and in any event, is in place throughout the duration of the Contract and throughout delivery of Services at its own costs; and
 - (iii) will provide the SSIP and the assessment service with up to date, accurate information, including details of its insurance and compliance with health and safety regulations; and
 - (iv) will provide G4S with all such documentary evidence of registration, membership, accreditation immediately upon request.
- If the Supplier fails to comply with any of the provisions contained in clause 13.5 G4S may immediately terminate the Purchase Order or Contract.
- 14. Anti-Bribery and Code of Conduct**
- 14.1 The Supplier will comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including the Bribery Act 2010 and ensure compliance by any of the Supplier's sub-contractors.
- 14.2 The Supplier will ensure that it has read and complies with G4S's Supplier Code of Conduct which is available at <https://www.g4s.com/en-gb/who-we-are/our-suppliers>
- 15. Waiver**
- 15.1 If G4S does not enforce or require strict performance by the Supplier of any part of the Contract this will not be regarded as a waiver.
- 16. Termination**
- 16.1 G4S may terminate the Purchase Order or the Contract for convenience at any time by giving the Supplier 30 days' written notice. If G4S is using the Services in relation to a contract with its Customer, and that contract is terminated, G4S may terminate the Purchase Order or the Contract with immediate effect by giving the Supplier notice.
- 16.2 G4S will pay the Supplier for all work that the Supplier has properly performed up to the termination date. No other charges (including early termination payments) are payable by G4S in relation to the Goods and/or the Services.
- 16.3 In addition, G4S may terminate the Purchase Order or the Contract by giving the Supplier written notice which will be effective immediately if the Supplier commits a material breach or persistent breaches of any of the terms and conditions of the Contract.
- 16.4 If either party becomes insolvent or has a receiver or liquidator appointed over any part of its business (apart from a bona fide reconstruction not involving insolvency), the other party may terminate the Purchase Order or Contract immediately by written notice.
- 16.5 On termination of the Contract, if requested by G4S, the Supplier will provide G4S with assistance to allow another supplier to provide the Goods and/or Services. A fee (to be agreed by the parties) will apply to this assistance other than where G4S has terminated following the Supplier's breach of the Contract.
- 17. Variation**
- G4S may supplement these Terms by notifying the Supplier of any additional terms that a G4S Affiliate is required to comply with under a Customer contract. Apart from the variation described in the previous sentence, any alterations or extensions to the Contract must be in writing and agreed by both parties.
- 18. Sub-Contracting and Assignment**
- 18.1 The Supplier will not, without G4S's prior written consent, appoint any sub-contractor or agent to carry out its obligations under the Contract.
- 18.2 The Supplier's rights and obligations under the Contract may not be assigned without G4S's prior written consent.
- 18.3 G4S may assign any of G4S's rights or obligations under the Contract to any G4S Affiliate or to any third party that acquires any part of G4S's business that uses the Goods and/or Services.
- 19. Severance**
- If any provision of the Contract is held by any competent authority to be unenforceable, the validity of the other provisions of the Contract will not be affected.

20. Entire Agreement

The Contract constitutes the whole agreement between the parties and supersedes all previous terms and discussions between the parties relating to its subject matter.

21. No Partnership or Agency

Nothing in the Contract is intended to create a partnership or joint venture. No party will have authority to act as agent for, or bind, the other party in any way.

22. Rights of Third Parties

All G4S Affiliates may use the Goods and/or Services provided and enforce G4S's rights under the Contract. Apart from G4S Affiliates, a person who is not a party to the Contract will not have any rights in connection with it.

23. Notices

Any notice given under the Contract will be in writing and addressed to the other party at its registered office or other address that has been notified to the other party.

24. Jurisdiction

The Contract will be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1: Data Protection

1. Definitions

1.1 In this Schedule 1:

"Agreement Personal Data" means Personal Data Processed by Supplier or its Sub-Processors pursuant to or in connection with this Contract **"Controller"** has the meaning given in applicable Data Protection Laws from time to time;

"Data Protection Laws" means the European Data Protection Laws, the UK Data Protection Laws and, to the extent applicable, the data protection or privacy laws of any other country;

"DP Losses" means means all liabilities and amounts, including but not limited to:

- i. costs (including legal costs), claims, demands, actions, settlements, charges, interest, procedures, expenses, losses and damages (including relating to material or non-material damage); and

- ii. to the extent permitted by Applicable Laws:

1. administrative fines, penalties, sanctions, liabilities or other remedies imposed;
2. compensation to a Data Subject ordered; and
3. costs of compliance with investigations;

- iii. the costs of restoration or rectification of Personal Data and replacement of materials and equipment, to the extent the same are lost, damaged or destroyed;

"European Data Protection Laws" means GDPR and laws implementing or supplementing the GDPR;

"EU Standard Contracted Clauses" or **"EU SCCs"** means the standard contractual clauses set out in the Commission Implementing Decision (EU) 2021/194 OF 4 June 2021 on standard contractual clauses for the transfer of personal data to third countries pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council, as can be accessed at the following link: https://ec.europa.eu/info/law/law-topic/data-protection/international-dimension-data-protection/standard-contractual-clauses-scc_en and as amended or replaced from time to time by a

competent authority under the relevant Data Protection Laws;

"EU Restricted Transfer" means a transfer of Agreement Personal Data by G4S to Supplier (or any onward transfer) in each case, where such transfer would be prohibited by European Data Protection Laws in the absence of the protection for the transferred personal data provided by the EU SCCs;

"Existing Agreement" means any agreement entered into by the Parties as at the Effective Date or by a member of the Supplier Group with any member of the G4S Group as at the Effective Date; and **"Supplier / G4S Group"** means any company which is a subsidiary or a holding company of the Supplier or G4S (as appropriate), and any company which is a subsidiary of such holding company, the terms subsidiary and holding company having the meanings given in Sections 1159 of the Companies Act 2006 as amended.

"GDPR" means the General Data Protection Regulation 2016/679 of the European Parliament of of the Council 2016/679;

"Legal Process" means any criminal, civil, or administrative subpoena, mandatory request, warrant or court order issued by a Public Body, including but not limited to subpoenas, warrants and orders authorized under local, regional, state, national or and federal laws or regulations or any other laws applicable to Supplier in any Third Country;

"Processor" has the meaning given in applicable Data Protection Laws from time to time;

"Protected Data" means Personal Data (including any Special Category Data as defined in the GDPR) received from or on behalf of G4S, or otherwise obtained in connection with the performance of the Supplier's obligations under this Contract; and

"Standard Contractual Clauses" or **"SCCs"** means the EU Standard Contractual Clauses and the UK Standard Contractual Clauses as applicable;

"Sub-Processor" means any agent, subcontractor or other third party engaged by the Supplier (or by any other Sub-Processor) for carrying out any Processing activities in respect of the Protected Data.

"Supplier Personnel" All employees, workers, directors, officers, consultants, agents or otherwise employed or engaged by the Supplier.

"Supplier / G4S Group" means any company which is a subsidiary or a holding company of the Supplier or G4S (as appropriate), and any company which is a subsidiary of such holding

company, the terms subsidiary and holding company having the meanings given in Sections 1159 of the Companies Act 2006 as amended;

"Third Country" means any country (i) which is not a member of the European Economic Area or (ii) which has not been approved by the European Commission or the UK Government pursuant to Article 45 of the GDPR or the UK GDPR (as applicable) as ensuring an adequate level of data protection in relation to Personal Data;

"UK Data Protection Laws" means UK GDPR together with the Data Protection Act 2018, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended) and other data protection and privacy legislation in force from time to time in the United Kingdom;

"UK GDPR" means GDPR as transposed into United Kingdom national law by operation of Section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.)(EU Exit) Regulations 2019;

"UK Standard Contractual Clauses" or **"UK SCCs"** means the EU SCCs as amended by the International Data Transfer addendum to the EU SCCs as can be accessed at the following link:
<https://ico.org.uk/for-organisations/guide-to-data-protection/guide-to-the-general-data-protection-regulation-gdpr/international-data-transfer-agreement-and-guidance/>, as amended or replaced from time to time, pursuant to Article 46 of the UK GDPR, and

the terms **"Controller"**, **"Data Subject"**, **"Personal Data"**, **"Personal Data Breach"**, **"Process/Processing"**, **"Processor"** and **"Supervisory Authority"** have the same meaning as described in the Data Protection Laws.

2. Data Processing Terms

2.1 In the course of providing the Services to G4S, the Supplier shall observe all its obligations under the Data Protection Laws which arise in connection with the provision of the Services.

2.2 Where the Supplier Processes Personal Data for G4S as a Processor, it shall:

2.2.1 Process Agreement Personal Data solely on the documented instructions of G4S (whether in this Contract or otherwise), for the purposes of providing the Services specified in the Contract and as otherwise necessary to perform its obligations under the Contract, including with regard to

transfers of Agreement Personal Data to a Third Country or an international organisation (unless required by Applicable Laws to which the Supplier is subject, in which case the Supplier shall to the extent permitted by Applicable Laws inform G4S of that legal requirement before such Processing, unless that law prohibits such information on important grounds of public interest);

2.2.2 hold Agreement Personal Data in such a manner that it is capable of being distinguished from other data or information Processed by the Supplier; and

2.2.3 Process only the types of Agreement Personal Data, relating to the categories of Data Subjects, and in the manner required to deliver the Services, as described in the form referred to in paragraph 4.1.

3. Warranties and Indemnities

3.1 The Supplier warrants that it shall at all times comply with applicable Data Protection Laws in the Processing of Personal Data and will not do or permit anything to be done which might cause G4S in any way to be in breach of Data Protection Laws.

3.2 The Supplier shall, at all times during and after the term of this Addendum, indemnify and hold harmless G4S against all DP Losses incurred by, awarded against or agreed to be paid by G4S arising from or in connection with any breach of the Supplier's obligations under Data Protection Laws or this Addendum, except to the extent that such liabilities have resulted directly from adherence to G4S's instructions.

3.3 Any limitation of liability set forth in the Agreement will not apply to this Addendum's indemnity or reimbursement obligations.

3.4 During the term of the Agreement, the Supplier shall, at its own cost and expense, obtain and maintain insurance, in full force and effect, sufficient to cover G4S's potential indemnity and reimbursement obligations. The Supplier shall provide the policy and premium payment receipt to G4S on request. The Supplier will give G4S thirty days' advance written notice if the policy materially changes or is cancelled.

4. Details of the Processing

4.1 Appendix 1 to this Schedule 1 sets out the subject matter and duration of the Processing, the nature and purpose of the Processing, the type of Personal Data and categories of Data

	Subjects as required by Article 28(3) of the GDPR or equivalent provisions of any Data Protection Laws. G4S reserves the right to amend this clause at any time during the term of this Contract by written notice to the Supplier if necessary to comply with any legal requirement or guidance from a Supervisory Authority, or if required to take account of any changes to the processing of Agreement Personal Data .		
5.	Restricted Transfers	6.	Security
5.1	With respect to any EU Restricted Transfer, G4S (as "data exporter") and Supplier (as "data importer") with effect from the commencement of the relevant transfer hereby enter into the EU SCCs. Module 2 of the EU SCCs shall apply between G4S and Supplier and Module 3 of the EU SCCs shall apply between Supplier and each of Supplier's Sub-processors and:	6.1	Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing, as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, the Supplier shall keep Agreement Personal Data confidential, and implement appropriate technical and organisational measures to ensure a level of security appropriate to the risk, including inter alia as appropriate:
5.1.1	Annex I of the EU SCCs shall be deemed to be pre-populated with the relevant sections of Appendix 1 to this Schedule and the Processing operations are deemed to be those described in the Contract;	6.1.1	the pseudonymisation and encryption of Agreement Personal Data;
5.1.2	Annex II of the EU SCCs shall be deemed to be pre-populated with the relevant sections of Schedule 2 to this Addendum; and	6.1.2	the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
5.1.3	Annex III of the EU SCCs shall be deemed to be pre-populated with the relevant sections of Schedule 3 of this Addendum.	6.1.3	the ability to restore the availability and access to Agreement Personal Data in a timely manner in the event of a physical or technical incident;
5.2	In respect of any UK Restricted Transfer, G4S (as "data exporter") and Supplier (as "data importer") with effect from the commencement of the relevant transfer hereby enter into the UK SCCs. Appendix 1 to the UK SCCs shall be deemed to be prepopulated with the relevant sections of Appendix 1 to this Schedule 1 and the Processing operations are deemed to be those described in the Agreement. Appendix 2 to the UK SCCs shall be deemed to be prepopulated with the relevant sections of Appendix 2 to this Schedule 1 to this Addendum.	6.1.4	a process for regularly testing, assessing and evaluating the effectiveness of technical and organisational measures for ensuring the security of the Processing; and
5.3	If at any time the Supervisory Authority in the United Kingdom approves the EU SCCs for use under the UK GDPR, the provisions of paragraph 5.1 shall apply in place of paragraph 5.2 in respect of UK Restricted Transfers, subject to any modifications to the EU SCCs required by the UK GDPR (and subject to the governing law of the EU SCCs being English law).	6.1.5	any such other measures as required under Data Protection Laws.
		6.2	Without limitation to the foregoing, the Supplier shall make reasonable security arrangements, and implement and maintain each of the technical and organisational measures referred to in Appendix 2 to this Schedule 1 (Technical and Organisational Measures) as necessary to ensure ongoing compliance with paragraph 6.1 of this Addendum. G4S shall notify the Supplier if, in the reasonable opinion of G4S, the technical and organisational measures set out in the Addendum need to be changed to take account of a change to Data Protection Laws and the Supplier shall implement any changes to such measures as reasonably requested by G4S and as are necessary to ensure ongoing compliance with paragraph 6.1.
		7.	Sub-processing and personnel
		7.1	The Supplier shall be authorised to engage another Sub-processor to Process Agreement Personal Data in accordance with this paragraph 7..
		7.2	The Supplier shall give G4S 30 business days' prior written notice of the appointment of any new Sub-processor. G4S may object to the involvement of such Sub-processor by providing

	reasonable grounds related to the ability of such Sub-processor to protect Agreement Personal Data or comply with the Data Protection Laws or G4S's Processing instructions.		beyond the scope of the Processing description set out in Appendix to this Schedule 1;
7.3	With respect to each Sub-processor, the Supplier shall:	7.3.7	remain fully liable to G4S for any failure by each Sub-processor to fulfil its obligations in relation to the Processing of Agreement Personal Data. The Supplier shall notify the G4S of any failure by the Sub-processor to fulfil its obligations under the Contract; and
	7.3.1 carry out a documented review or audit of the Sub-processor prior to its appointment, which assesses the Sub-processor's ability to comply with the Data Protection Laws and this Addendum;	7.3.8	agree a third-party beneficiary clause with the Sub-processor whereby in the event the Supplier has factually disappeared, ceased to exist in law or has become insolvent, G4S shall have the right to terminate the Sub-processor agreement and to instruct the Sub-processor to erase or return Agreement Personal Data.
	7.3.2 provide full details of each Sub-processor and the Processing to be undertaken by each Sub-processor, to G4S on request;		
	7.3.3 ensure in each case that it has in place a written agreement with such Sub-processor which imposes equivalent, and in any case no less onerous, data protection obligations to those contained in this Addendum;	7.4	The Supplier shall take reasonable steps to ensure the reliability of any employee, agent or contractor who may have access to the Personal Data, ensuring in each case that access is strictly limited to those individuals who need to access the Personal Data, as strictly necessary for the purposes set out in paragraph 4.1 above in the context of that individual's duties to the Supplier, ensuring that all such individuals:
	7.3.4 provide, at G4S's request, a copy of such Sub-processor agreement and any subsequent amendments to G4S. To the extent necessary to protect business secrets or other confidential information, including Personal Data, the Supplier may redact the text of the agreement prior to sharing a copy;	7.4.1	are informed of the confidential nature of the Agreement Personal Data and are aware of the Supplier's obligations under this Schedule 1 in relation to the Personal Data;
	7.3.5 insofar as the transfer to Sub-processor involves:	7.4.2	have undertaken appropriate training in relation to Data Protection Laws; and
	(a) an EU Restricted Transfer, ensure that the EU SCCs are at all relevant times entered into between the Supplier and each Sub-processor to ensure the adequate protection of the transferred Agreement Personal Data; or	7.4.3	are subject to confidentiality undertakings or professional or statutory obligations of confidentiality.
	(b) a UK Restricted Transfer, ensure the UK SCCs are at all relevant times entered into between the Supplier (as agent for G4S) and each Sub-processor to ensure the adequate protection of the transferred Agreement Personal Data;	7.5	The Supplier shall prior to the relevant Sub-Processor carrying out any Processing activities in respect of the Protected Data, appoint each Sub-Processor under a binding written contract containing the same obligations as under this Schedule 1 in respect of Protected Data that is enforceable by the Supplier and ensure each such Sub-Processor complies with all such obligations.
	7.3.6 ensure that the Sub-processor will not Process Agreement Personal Data	7.6	The Supplier shall remain fully liable to G4S under this Schedule 1 for all the acts and omissions of each Sub-Processor and each of the Supplier Personnel as if they were its own.
		7.7	The Supplier shall ensure that all persons authorised by the Supplier or any

Sub-Processor to process Protected Data are reliable and:

- 7.7.1 adequately trained on compliance with this Schedule as applicable to the Processing;
- 7.7.2 informed of the confidential nature of the Protected Data and that they must not disclose Protected Data;
- 7.7.3 subject to a binding and enforceable written contractual obligation to keep the Protected Data confidential; and
- 7.7.4 provide relevant details and a copy of each agreement with a Sub-Processor to G4S on request.

8. Assistance

8.1 The Supplier shall assist G4S in ensuring compliance with the following obligations, taking into account the nature of the Processing and the information available to the Supplier and Sub-processors:

- 8.1.1 the obligation to carry out an assessment of the impact of the envisaged Processing on the protection of Personal Data (a "data protection impact assessment") where a type of Processing is likely to result in high risk to the rights and freedoms of natural persons;
- 8.1.2 the obligation to consult with the competent Supervisory Authority prior to Processing where a data protection impact assessment indicates that the Processing would result in high risk in the absence of measures taken by the controller to mitigate the risk;
- 8.1.3 the obligation to ensure that Agreement Personal Data is accurate and up to date, by informing G4S without delay if the Supplier (or its Sub-processor) becomes aware that Agreement Personal Data it is Processing is inaccurate or has become outdated; and
- 8.1.4 the obligations in Article 32 of the GDPR and equivalent provisions of the Data Protection Laws.

9. Data Subject Rights

9.1 The Supplier shall notify G4S immediately (and in any case, within two business days) of any communication from a Data Subject regarding the Processing of their Personal Data (including requests by a Data Subject to exercise rights in Chapter III of GDPR or equivalent provisions of

the Data Protection Laws and complaints made in respect of Agreement Personal Data), or any other communication (including from a Supervisory Authority) relating to either party's obligations under the Data Protection Laws in respect of Agreement Personal Data. The Supplier shall not respond to the request itself, unless authorised to do so by G4S.

9.1.1 Taking into account the nature of the Processing and information available to the Supplier, the Supplier shall reasonably assist G4S by implementing appropriate technical and organisational measures, insofar as this is possible, to assist in fulfilling G4S's obligation to respond to requests for exercising the data subject rights under any Data Protection Laws. Such assistance shall include but not be limited to:

9.1.2 providing access to Agreement Personal Data that the Supplier has in its possession or control at G4S's request, and providing all data requested by G4S within any reasonable timescale specified by G4S in each case, including full details and copies of the complaint, communication or request and any Personal Data it holds in relation to a Data Subject;

9.1.3 correcting any errors or omissions in the Personal Data;

9.1.4 where applicable, providing such assistance as is reasonably requested by G4S to enable G4S comply with the relevant request within the timescales prescribed by the Data Protection Laws; and

9.1.5 implementing any additional technical and organisational measures as may be reasonably required by G4S to allow G4S respond effectively to relevant complaints, communications or requests.

10. Legal Process

10.1 If Supplier receives a Legal Process requiring disclosure of Agreement Personal Data to a Public Body, Supplier shall: (i) attempt to redirect the Public Body issuing such Legal Process to request that personal data directly from G4S; (ii) promptly notify G4S and provide a copy of the Legal Process to G4S unless legally prohibited from doing so; and (iii) give G4S control over the response to the Legal

- Process unless legally prohibited from doing so. If Supplier is legally prohibited from notifying G4S of the Legal Process, it shall use best endeavours to obtain a waiver of the prohibition, with a view to communicating as much information to G4S as soon as possible.
- 10.2** Where Supplier is prohibited under applicable law from taking the steps described in paragraph 10.1 above, it shall instead: (i) assess the lawfulness of the Legal Process; and (ii) exhaust all available remedies to challenge the Legal Process if, after careful assessment, it determines there are grounds for doing so.
- 10.3** When challenging the Legal Process, Supplier shall seek interim measures with a view to suspending the effects of the request until the applicable judicial body has decided on the merits of the challenge. In the absence of any such grounds, Supplier shall: (i) make such disclosure; (ii) conduct such disclosure in compliance with Data Protection Laws (as applicable) and in accordance with the terms of the Agreement; and (iii) provide the minimum amount of Personal Data permissible when responding to a request for disclosure, based on a reasonable interpretation of the request. Supplier shall document its legal assessment as well as any challenge to the request for disclosure and, to the extent permissible under the laws of the country of destination, make it available to G4S. Supplier shall also make it available to the competent Supervisory Authority upon request.
- 10.4** Supplier shall not notify any Data Subject about a Legal Process concerning that Data Subject's Personal Data without G4S's prior consent. Where G4S, in its absolute discretion, elects to notify a Data Subject (or to instruct Supplier to notify a Data Subject) Supplier shall provide such information and assistance as the Data Subject reasonably requires in order to exercise his or her rights under Data Protection Laws and to obtain effective redress in relation to the Legal Process.
- 10.5** Supplier warrants and represents that it has not taken any steps to deliberately facilitate access to Agreement Personal Data (including systems on which Agreement Personal Data is Processed) by any Public Body, including (without limitation) by: (i) creating back-doors or similar programming that provide a mechanism for a Public Body to access Agreement Personal Data; or (ii) changing its business processes with the express intention of facilitating access to Agreement Personal Data, other than as authorised under this Addendum.
- 10.6** Supplier warrants and represents that it is not subject to laws that would require Supplier to take any of the steps referred to in paragraph 10.4 above.
- 10.7** Supplier warrants and represents that it has no reason to believe that the laws in any Third Country applicable to the Processing of Personal Data by Supplier, including any requirements to disclose Personal Data or measures authorising access by Public Bodies, prevent Supplier from fulfilling its obligations under this Addendum.
- 10.8** Any data protection officer appointed by Supplier shall have oversight of all activities of Supplier relating to: (i) transfer of Personal Data to Third Countries; (ii) Restricted Transfers; and (iii) Legal Processes.
- 10.9** Supplier shall adopt and at all times operate appropriate policies and processes for the assessment and handling of Legal Processes, which shall be aligned to the requirements of this paragraph 10 and of Data Protection Laws, and shall provide training to relevant Supplier personnel regarding the same.]
- 11. Records**
- 11.1** The Supplier shall maintain complete, accurate and up to date written records of all categories of Processing activities carried out on behalf of G4S. Such records shall include all information necessary to demonstrate its and G4S's compliance with this Schedule 1, the information referred to in Articles 30(1) and 30(2) of the GDPR and such other information as G4S may reasonably require from time to time. The Supplier shall make copies of such records available to G4S promptly on request from time to time.
- 12. Compliance and Audit**
- 12.1** The Supplier shall maintain a record of its Processing activities conducted for and on behalf of G4S. Such record shall contain:
- 12.1.1** the name and contact details of the Supplier and the name and contact details of G4S;
- 12.1.2** the categories of Processing carried out on behalf of G4S;
- 12.1.3** where applicable, details of any EU Restricted Transfers or UK Restricted Transfers of Agreement Personal Data including the identification of the country or international organisation

	that the Agreement Personal Data is transferred to and record of the safeguards the Supplier has put in place to ensure that the transfer will be in accordance with Data Protection Laws; and		meet the requirements of the Data Protection Laws.
	12.1.4 details of the technical and organisational measures the Supplier has put in place to ensure the security of Agreement Personal Data.	13. Personal Data Breach	
12.2	Where requested by G4S, Supplier shall make available the record of Processing activities referred to in paragraph 12.1 above to G4S within 48 hours of receiving such request.	13.1	The Supplier shall notify G4S without undue delay and in any event, within [24 hours] upon becoming aware of or reasonably suspecting any Personal Data Breach, and shall, unless paragraph 13.2 applies, provide G4S at the time of the original notification, with sufficient information which allows G4S to meet any obligations to assess and report a Personal Data Breach under the Data Protection Laws. Such notification shall as a minimum:
12.3	The Supplier shall appoint a named individual within the Supplier's organisation who will be designated as the Supplier's data protection officer and shall be responsible for ensuring that the Supplier complies with its obligations regarding data protection as set out in the Contract and this Addendum. Such data protection officer shall comply with applicable provisions under Data Protection Laws relating to data protection officers and shall be responsible inter alia for overseeing compliance by the Supplier with the terms of the EU SCCs, the UK SCCs and this Addendum. The Supplier warrants that such an individual will have appropriate professional qualifications and an expert understanding of Data Protection Law. The Supplier will make available this individual's contact details to G4S on G4S's written request.	13.1.1	describe the nature of the Personal Data Breach, including details of any Sub-processor(s) involved, the categories, numbers of Data Subjects concerned and the categories and numbers of Agreement Personal Data records concerned;
		13.1.2	communicate the name and contact details of the Supplier's data protection officer or other relevant contact from whom more information may be obtained;
		13.1.3	describe the risks and likely consequences of the Personal Data Breach; and
		13.1.4	describe the measures taken or proposed to be taken to address, reverse or mitigate the Personal Data Breach, as well as the security and technical measures adopted to protect Personal Data.
12.4	Where required by applicable Data Protection Laws, Supplier shall designate a representative located in [the EU ("EU Representative")] [and] [the UK ("UK Representative")] and make available [the EU Representative's] [and] [the UK Representative's] contact details on or before the Addendum Effective Date.]	13.2	If at the time of making the original notification described in paragraph 13.1, the Supplier does not have available to it all of the information set out in paragraphs 13.1.1 to 13.1.4, the Supplier shall include in the original notification such information as it has available to it at that time, and then shall provide the further information set out in paragraphs 13.1.1 to 13.1.4 as soon as possible thereafter.
12.5	The Supplier shall procure that its Sub-processors make available to G4S on request all information necessary to demonstrate compliance with its data protection obligations and this Addendum and allow for and contribute to audits, including inspections, by G4S or an auditor mandated by G4S or a Supervisory Authority, of its data processing facilities, procedures and documentation which relate to the Processing of Agreement Personal Data. The Supplier shall provide full co-operation to G4S in respect of any such audit and shall, at G4S's request, provide G4S with evidence of compliance with its obligations under this Addendum. Paragraph 12.5 shall not apply if the audit rights included in the Contract	13.3	The Supplier shall co-operate with G4S and take all steps as are directed by G4S to assist in the investigation, mitigation and remediation of each Personal Data Breach.
		13.4	In the event of a Personal Data Breach, the Supplier shall not inform any third party without first obtaining G4S's prior written consent, unless notification is required by Applicable Law to which the Supplier is subject, in which case the Supplier shall to the extent permitted by

- such law inform G4S of that legal requirement, provide a copy of the proposed notification and consider any comments made by G4S before notifying the Personal Data Breach.
- 13.5 For the sake of clarity, and to the extent that there is no legal requirement on the Supplier as described in paragraph 13.4, G4S shall decide in its sole discretion whether to notify any third parties or Data Subjects and the contents of any such notification(s).
- 14. Termination**
- 14.1 The Supplier shall cease Processing Agreement Personal Data immediately upon the termination or expiry of this Contract for any reason, or sooner if reasonably requested by G4S and at the latest within sixty (60) days of such termination, expiration or of G4S's request. The Supplier shall securely destroy or return to G4S, at G4S's discretion and instruction, any/all Agreement Personal Data in its possession or under its control (including any/all Personal Data Processed by any Sub-processor) and the Supplier shall confirm in writing that this clause has been complied with in full. If the Supplier is required by Applicable Laws or regulation to retain any Agreement Personal Data or Process Agreement Personal Data (other than on G4S's written instructions and in accordance with this Contract), the Supplier shall provide prior written notice to G4S of such legal / regulatory requirement and keep such Personal Data confidential, continue to Process it in accordance with this Contract and shall not Process it further than required for compliance with such legal / regulatory requirement.
- 15. General**
- 15.1 Save where specified otherwise in the EU SCCs and the UK SCCs, the parties hereby submit to the choice of jurisdiction and governing law stipulated in the Agreement.
- 15.2 The parties acknowledge that nothing in this Agreement constitutes a transfer or assignment of any ownership rights (including any intellectual property rights) in respect of Agreement Personal Data.
- 15.3 The parties will use their best endeavours to procure that any necessary third party executes and performs all such further deeds, documents, assurances, acts and things as any of the parties to this Agreement may reasonably require by notice in writing to any other party to carry the provisions of this Agreement into full force and effect.
- 15.4 With regard to the subject matter of this Addendum, in the event of inconsistencies between the provisions of this Addendum and any other agreements between the parties, including the Agreement and including (except where explicitly agreed otherwise in writing, signed on behalf of the parties) agreements entered into or purported to be entered into after the date of this Addendum, the provisions of this Addendum shall prevail.
- 15.5 Failure by any party to enforce its rights under this Addendum shall not be taken as or deemed to be a waiver of such right.
- 15.6 If any part, term or provision under this Addendum is held to be illegal or unenforceable the validity or enforceability of the remainder of this Addendum will not be affected.
- 15.7 G4S may, by written notice to the Supplier, make any variations to:
- 15.7.1 the SCCs set out in Schedules 4 and 5 which are required, as a result of any change in, or decision of a competent authority under the Data Protection Laws, to allow transfers of Agreement Personal Data to be made (or to continue to be made) without breach of the Data Protection Laws; or
- 15.7.2 any other variations to this Agreement which G4S reasonably considers to be necessary to address the requirements of any Data Protection Laws.
- 15.8 For the avoidance of doubt, compliance by the Supplier with the terms of this Agreement shall be at no additional cost to G4S.

Appendix 1
to Schedule 1

DESCRIPTION OF TRANSFER

A. LIST OF PARTIES

Data exporter(s): G4S (as Controller)

Data importer(s): Supplier (as Processor)

B. DESCRIPTION OF TRANSFER

1. Categories of data subjects whose personal data is transferred

The categories of Data Subject may include some or all of the following:

[G4S's employees, former employees and workers];
[and/or]

[Business contacts [and] [suppliers] of G4S].

2. Categories of personal data transferred

The Agreement Personal Data transferred may include some or all of the following attributes:

[Employee Data: name, title, gender, job title, date of birth, personal contact details (address, telephone number, email address), work contact details (telephone number, email address), employee number, voice recordings (including of telephone calls), photograph, personal data contained in meeting, telephone or attendance notes, [performance ratings / reports,] [bank details,] [national ID number .] [tax code,] [right to work or passport data,] [next of kin / emergency contact name and contact details,] [background checks]]

[Business Contacts: name, title, gender, work address, work email, work telephone numbers, job title]

3. Sensitive data transferred (if applicable) and applied restrictions or safeguards that fully take into consideration the nature of the data and the risks involved, such as for instance strict purpose limitation, access restrictions (including access only for staff having followed specialised training), keeping a record of access to the data, restrictions for onward transfers or additional security measures.

The sensitive data transferred may include some or all of the following attributes:

[data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, genetic data, biometric data, data

concerning health or data concerning a person's sex life or sexual orientation or data relating to criminal convictions and offences]

The restrictions and safeguards applied to the sensitive data include the following:

[insert]

4. The frequency of the transfer (e.g. whether the data is transferred on a one-off or continuous basis).

On a continuous basis.

5. The nature of the Processing

[The personal data transferred will be subject to the following basic processing activities, in each case strictly to the extent relevant to and in accordance with the obligations of Supplier under this Addendum and the Contract: (i) organisation, adaptation or alteration of the personal data; (ii) retrieval, consultation or use of the personal data; (iii) disclosure of the personal data by transmission, dissemination or making available; and (iv) alignment, combination, blocking, erasure or destruction of the personal data.]

6. Purpose(s) of the data transfer and further Processing

The transfer is made for the purposes of providing the Services as set out in the Contract.

7. The period for which the personal data will be retained, or, if that is not possible, the criteria used to determine that period

The term of the Contract.

8. For transfers to (sub-) processors, also specify subject matter, nature and duration of the processing

Subject-matter: the subject matter of the Processing by Sub-processors is as set out in the Contract.

Nature: [The personal data transferred will be subject to the following basic processing activities, in each case strictly to the extent relevant to and in accordance with the obligations of Supplier under this Addendum and the Contract: (i) organisation, adaptation or alteration of the personal data; (ii) retrieval, consultation or use of the personal data; (iii) disclosure of the personal data by transmission, dissemination or making available; and (iv) alignment, combination, blocking, erasure or destruction of the personal data.]

Duration: the term of this Contract.

9. The obligations and rights of the Controller

The obligations and rights of G4S, the Controller, are set out in the Contract and this Addendum.

C. COMPETENT SUPERVISORY AUTHORITY

Identify the competent supervisory authority/ies in accordance with Clause 13

[insert – see comment in clause 13 of the EU SCCs (Schedule 4) for guidance]

Schedule 2: CONDITIONS OF APPOINTMENT IN RELATION TO PROJECTS COVERED BY THE CONSTRUCTION (DESIGN AND MANAGEMENT) REGULATIONS 2015

The following terms and conditions will, in addition to the Terms set out in the G4S Terms of Purchase, apply to each Appointment entered into (as evidenced in writing by a Purchase Order).

1. DEFINITIONS AND INTERPRETATION

In this Appointment:

1.1 the following words and expressions shall have the following meanings:

"Agreement Period"	the period specified in the Purchase Order;
"Appointment"	an appointment of the Supplier pursuant to a Purchase Order
"CDM Regulations"	the Construction (Design and Management) Regulations 2015 as modified, amended, extended, consolidated, re-enacted and/or replaced and in force from time to time;
"Contract Sum"	the sum set out in the relevant Purchase Order subject to such variations as may be agreed under this Appointment;
"Completion Certificate"	the certificate issued in accordance with clause 6.1;
"Customer"	the relevant customer of G4S under the applicable Purchase Order;
"Documents"	all drawings, designs, charts, specifications, plans and any other documents or materials (including any computer software developed by the Supplier used to generate them and any designs contained in them) but excluding internal memoranda and documents, working papers and templates, which have been created and/or developed by the Supplier in the course of performing its obligations under this Appointment;
"G4S"	the G4S company on whose behalf the Purchase Order is issued;
"Intellectual Property"	all copyright and all neighbouring and database rights and moral rights, registered designs, registered and unregistered design rights, or any rights or property similar to the foregoing in any part of the world whether registered or unregistered together with the right to apply for the registration of such rights in any part of the world and the rights to current applications for registration of any such intellectual property;
"Making Good Certificate"	the certificate issued in accordance with clause 7.3;

"Maintenance Period"	12 months from the Works Completion Date
"Project"	the project more particularly described in the relevant Purchase Order;
"Project Manager"	the relevant manager responsible for the Project at G4S;
"Purchase Order"	the order for the Works issued by G4S to the Supplier;
"Site"	the site as set out in the Purchase Order;
"Supplier"	the supplier entity set out in the Purchase Order;
"Third Party Agreements"	agreements that G4S has in place with the Customer pursuant to which G4S is obliged to provide goods or services;
"Variation"	a change to the Works or the order or period in which they are to be carried out pursuant to clause 4;
"Works Completion Date"	the date upon which the Supplier must complete the Works in respect of a Project as specified in the Purchase Order or such other date as may be agreed or determined pursuant to clause 3.4 of this Appointment;
"Works Start Date"	the date upon which the Supplier is to begin the Works as specified in the Purchase Order or as otherwise notified to the Supplier by G4S;
"Works"	The works to be carried out and completed by the Supplier as more fully described in the Purchase Order including any Variation.

In these Conditions of Appointment references to the masculine include the feminine and references to the singular include the plural and vice versa as the context admit or requires.

2. THE WORKS

Standard of Workmanship and Design

- 2.1 The Works and any variations or additions authorised by G4S shall be carried out in a good and workmanlike manner and in compliance with this Appointment, the Contract Documents and all relevant building regulations, building standards, statutory requirements and codes of practice.
- 2.2 All materials and goods for the Works shall, so far as procurable, be of the kinds and standards described in the Contract Documents. The Supplier shall not substitute any materials or goods so described without G4S's consent, which shall not be unreasonably delayed or withheld but shall not relieve the Supplier of his other obligations.

- 2.3 Where the Supplier is responsible for the Design the Supplier shall use all reasonable skill, care and diligence in the preparation of such designs to be expected of an appropriately qualified consultant providing professional services in connection with works of equivalent type, size and complexity to the Works.
- 2.4 The Supplier shall, in respect of the Design, use all reasonable skill, care and diligence to ensure the Works will satisfy in all respects any performance specification or requirements

Prohibited Materials

- 2.5 The Supplier warrants to G4S, that to the extent the Supplier either is obliged to specify or approve products or materials for use in the Works or does so specify or approve, the Supplier will not specify or approve any products or materials which are generally known within the Supplier's industry to be deleterious at the time of specification or use, in the particular circumstances in which they are used, or those identified as potentially hazardous in or not in conformity with:
- 2.5.1 the report entitled "Good Practice in the selection of Construction Materials 2011" published by The British Council for Offices in March 2011;
 - 2.5.2 relevant British or European Standards or Codes of Practice; or
 - 2.5.3 any publications of the Building Research Establishment related to the specification of products or materials.
- 2.6 If, in the performance of its duties under this Appointment, the Supplier becomes aware that it or any Supplier, sub-contractor, sub-consultant or other consultant appointed by G4S to provide services for the Project has specified or used, or authorised or approved the specification or use by others, of any of the products or materials referred to in clause 2.5 the Supplier shall immediately give written notice to G4S. This clause 2.6 does not create any additional duty for the Supplier to inspect or check the work of others which is not required by any other provisions of this Appointment.

Site Risk

- 2.7 In accepting this Appointment, the Supplier is deemed to have examined the Site to check the nature of the Works and the Site, the access to, risk and condition of the Site, the amount and location of the Works, the quality and quantity of materials and types of equipment and facilities needed for the Works and to have satisfied itself generally as to matters affecting the execution of the same. No failure on the part of the Supplier to discover or foresee any nature, extent, risk or condition relating to the Works or the Site will entitle the Supplier to any additional payment or time for the carrying out of the Works. The Supplier shall not be entitled to rely upon any survey, report or other document prepared by or on behalf of G4S regarding any such matter as is referred to in this clause 2.7 and G4S makes no representation or warranty as to the accuracy or completeness of any such survey, report or document. G4S shall have no liability arising out of or in relation to any such survey, report or document or from any representation or statement, whether negligently or otherwise made, contained in such survey, report or other document.

Gas, Electricity and Water

- 2.8 G4S will provide wherever possible gas, electricity and water services for the Works but gives no

warranty or guarantee in relation to the provision of the same. G4S shall have no liability to the Supplier arising from the absence of or permanent or temporary non availability of, gas, electricity or water.

Scaffolding

- 2.9 The Supplier will be entitled for the purposes of carrying out the Works only to use any scaffolding belonging to or provided by G4S while it remains erected on the Site, provided that any use of such scaffolding will be with the express permission of G4S and in compliance with any of G4S's health and safety procedures.

Plant, Equipment, Materials and Tools

- 2.10 The Supplier shall supply, furnish, unload and store on Site all items necessary for the carrying out of the Works including materials, tools, tackle plant, transport, temporary accommodation and equipment necessary for the completion and satisfactory performance of its obligations under this Appointment except for such items as G4S shall agree in writing to supply or furnish for the use of the Supplier.
- 2.11 Use by the Supplier of any items of plant, equipment, materials and the like supplied by G4S shall be at the sole risk of the Supplier. The Supplier shall be responsible for any acts, loss or damage whatsoever resulting therefrom and no warranties or other liabilities shall be created or given either expressly or impliedly on the part of G4S by the reason of such supply. The Supplier shall make good at its own expense any loss, theft or damage to any such items.
- 2.12 The Supplier at its own expense is to make all provision for transporting, loading, sorting, storage, protection and insurance of its plant, equipment and materials and the like brought on to the Site and for their subsequent handling on Site. G4S is not liable for loss or damage to the same however so arising.

Waste

- 2.13 The Supplier shall handle and dispose of waste in accordance with the waste management plan for the Site or as otherwise directed by G4S. The place of work shall be left clean and tidy. The Supplier will be responsible for obtaining any necessary licences in order to remove any such debris and waste. In the event that the Supplier fails to ensure compliance G4S shall be entitled without notice to arrange for the removal of all such waste and rubbish at the expense of the Supplier.

Welfare Facilities

- 2.14 Where G4S provides welfare facilities the Supplier shall be liable for any damage caused to the facilities by its operatives and shall reimburse G4S accordingly.

Supplier's Site Personnel

- 2.15 The Supplier shall keep upon the Site a competent person in charge and any instructions given to him by G4S shall be deemed to have been issued to the Supplier.
- 2.16 The Supplier shall not engage directly or indirectly or retain in any way any person to carry out any works on the Site unless such person holds a valid construction skills certification scheme

card relevant to the work being undertaken by that person.

As Built Drawings

- 2.17 Upon completion of the Project, in conjunction with any other consultants engaged on the Project, the Supplier shall provide to G4S copies of “as built” drawings (labelled “as built”) and any documents relating to the operation of the Project, including but not limited to user operating and maintenance instructions. To the extent the same is available to the Supplier, upon written request from G4S, the Supplier shall provide to G4S the documents referred to in clause 2.17 in respect of any historic projects, subject to reasonable copying or reproducing costs. The documents referred to in this clause 2.17 shall be in the native format of the documents, hard copy, DVD format and such other format as G4S may specify.

Third Party Agreements

- 2.18 Copies of the whole or parts of the Third Party Agreements (excluding matters related to price and payment) have been or will be provided to the Supplier.
- 2.19 The Supplier shall design, carry out and complete the Works in conformity with G4S’ obligations under the Third Party Agreements including, without limitation, those relating to provision of information and the giving of notice and permitting inspections.
- 2.20 The Supplier undertakes to G4S that he has performed and shall continue to perform his obligations under this Appointment in such manner and at such times so that no act, omission or default of the Supplier or any of the Supplier’s employees, agents, sub-consultants and sub-contractors shall constitute, cause or contribute to any breach by G4S of any of its obligations under the Third Party Agreements.

3. WORKS START DATE AND WORKS COMPLETION DATE

- 3.1 The Supplier shall commence the Works on the Works Start Date and shall complete the Works by the Works Completion Date. The Supplier shall proceed regularly and diligently to carry out and complete the Works in accordance with any programme specified by G4S.
- 3.2 If in the opinion of G4S reasonable progress in the performance of the Works is not being maintained G4S may (without prejudice to any other rights) accelerate the progress of the Works by the employment of its own labour or of other Suppliers and any additional expense so incurred by it shall be deducted from any payment due under or shall be recoverable from the Supplier as a debt.

Extension to the Works Completion Date

- 3.3 If it becomes apparent that the Works will not be completed by the Works Completion Date due to:
- 3.3.1 any Variation; or
 - 3.3.2 exceptionally adverse weather conditions; or
 - 3.3.3 delay in carrying out of work by the relevant local authority or statutory undertaker; or

- 3.3.4 the carrying out of work by other suppliers engaged by G4S at the Site; or
- 3.3.5 an act of prevention by G4S (other than in accordance with this Appointment); or
- 3.3.6 any event beyond the reasonable control and contemplation of the Parties including acts of God, war, industrial disputes, protests, fire, flood, storm, tempest, explosion, acts of terrorism and national emergencies;

then the Supplier may, subject to clause 3.4 and 3.5 be entitled to an extension to the Works Completion Date, save where such delay is occasioned by a default of the Contactor.

3.4 The Supplier must within 7 days after the cause of the delay referred to in clause 3.3 has arisen make a written application including full and detailed particulars of the delay to G4S and G4S shall decide whether or not an extension of time to the Works Completion Date shall be granted and shall fix such later works completion date as may be reasonable. G4S shall inform the Supplier in writing within 28 days after receipt of the Supplier's application in accordance with this clause. The Supplier shall not be entitled to any extension of time where and to the extent the cause of delay is concurrent with a cause of delay not caused by the items listed in clause 3.3.

3.5 Any claim for an extension of time may be refused by G4S if it is not notified within the time frame set out in clause 3.4.

4. VARIATIONS TO THE WORKS

4.1 G4S may order a change to the Works or the order or period in which they are to be carried out.

4.2 No Variation will be deemed to have been ordered where the necessity for the change to the Works or the order or period in which they are to be carried out is due in whole or in part to the failure of the Supplier to comply with this Appointment.

4.3 No Variation will be deemed to have been ordered until confirmed in writing by G4S. Unless the valuation of a Variation shall be agreed between G4S and the Supplier within 7 days of the order by G4S in accordance with clause 4.1 it shall be valued by G4S applying any rates set out in the Project Particulars, Contract Documents or, where this is not possible on a fair and reasonable basis

4.4 Upon determination of the value of a Variation under 4.3 the Supplier shall commence such work forthwith.

5. AUTHORITY OF PROJECT MANAGER

- 5.1 References in this Appointment to G4S shall be deemed to include the Project Manager. The Supplier shall be entitled to assume and to rely on as a fact that any function exercised by the Project Manager under this Appointment has been authorised by G4S and the Supplier shall not be liable for any costs, claims, loss, damage or other expenses incurred or suffered by G4S in consequence of the compliance by the Supplier with any function exercised by the Project Manager which was not so authorised.

6. COMPLETION OF THE WORKS

- 6.1 When G4S considers (in its absolute discretion acting reasonably) that the Works have achieved satisfactory completion, G4S shall issue the Completion Certificate.

7. MAINTENANCE PERIOD

- 7.1 G4S may at any time within the Maintenance Period request the Supplier to correct any defects in the Works (whether latent or patent) of whatsoever kind and the Supplier agrees to correct the defect within the following timescales:
- 7.1.1 Category A Defects – Emergency Repair rectify within 24 hours of receipt of notification;
 - 7.1.2 Category B Defects – Urgent Repair rectify within 3 days of receipt of notification; and
 - 7.1.3 Category C Defects – Standard Repair rectify within 7 days of receipt of notification.
- 7.2 No adjustment shall be made to the Contract Sum and/or the programme and no payment of any kind shall be due for such correction. If the Supplier does not remedy a defect within the required timescale set out within this clause 7, G4S may engage and pay other persons to remedy the relevant defect. The Supplier shall be liable for all additional costs incurred by G4S in connection with such engagement and an appropriate deduction shall be made from the Contract Sum, retention or shall be recoverable from the Supplier as a debt.
- 7.3 Upon rectification of all defects notified under clause 7 and at the end of the Maintenance Period, G4S shall issue the Making Good Certificate.

HEALTH AND SAFETY

General

- 7.4 The Supplier will be required to carry out risk assessments for the Works in accordance with all relevant Health & Safety legislation and regulations. A copy of each risk assessment carried out by the Supplier must be supplied to G4S before the Supplier will be allowed to commence the Works. The Supplier will incorporate provisions equivalent to this clause 7.4 in any sub-contract for the execution of work on the Site relating to the Works.
- 7.5 Without prejudice any failure by the Supplier to ensure compliance with any or all of the provisions of this clause 7.5 including but not limited to any of G4S' health & safety procedures communicated to the Contactor will result in the Supplier being refused working access to the

Site and any cost or expense whatsoever arising therefrom will be claimable from the Supplier by G4S.

Personnel Protective Equipment

- 7.6 The Supplier must supply all personnel employed or engaged by him to carry out the Works with the necessary and appropriate personal protective equipment required for the carrying out and completion of the Works.
- 7.7 The Supplier must supply all personnel employed or engaged to carry out the Works with the necessary and appropriate personal protective equipment required to counter hazards on adjacent sections of work or to meet risks to which those personnel employed or engaged on the Works could or might be exposed.
- 7.8 The Supplier must ensure that all personal protective equipment that he supplies is used or worn at all times as may be required in accordance with the Personal Protective Equipment at Work Regulations 1992 as the same may from time to time be amended, supplemented or replaced.

CDM Regulations – Principal Contractor

- 7.9 The Supplier shall, if indicated by the Project Manager, perform all the functions and duties and exercise all the powers required of the Principal Contractor under the CDM Regulations.
- 7.10 Where the Supplier is not appointed as the Principal Contractor, as indicated by the Project Manager, the Supplier will:
 - 7.10.1 perform all the functions and duties and exercise all the powers required of a Supplier under the CDM Regulations; and
 - 7.10.2 comply with all reasonable instructions of the Principal Contractor and promptly provide upon reasonable request any document and/or information required by the Principal Contractor under the CDM Regulations.

CDM Regulations – Principal Designer

- 7.11 The Supplier shall, if indicated by the Project Manager, perform all the functions and duties and exercise all the powers required of the Principal Designer under the CDM Regulations.
- 7.12 Where the Supplier is not appointed as the Principal Designer, as indicated by the Project Manager, the Supplier will:
 - 7.12.1 perform all the functions and duties and exercise all the powers required of a designer under the CDM Regulations; and
 - 7.12.2 comply with all reasonable instructions of the Principal Designer and promptly provide upon reasonable request any document and/or information required by the Principal Designer under the CDM Regulations.

8. PERSONAL INJURY, NUISANCE AND DAMAGE TO PROPERTY

Personal Injury or Death

- 8.1 The Supplier shall be liable for, and shall indemnify G4S against, any expense, liability, loss, claim or proceedings whatsoever in respect of personal injury to or the death of any person arising out of or in the course of or caused by the carrying out of the Works, except to the extent that the same is due solely to any act or neglect of G4S, of any of G4S' servants, agents or sub-contractor/sub-consultants or of any statutory undertaker.

Injury or Damage to Property

- 8.2 The Supplier shall be liable for, and shall indemnify G4S against, any expense, liability, loss, claim or proceedings in respect of any loss, injury or damage whatsoever to any property real or personal in so far as such loss, injury or damage arises out of or in the course of or by reason of the carrying out of the Works and to the extent that the same is due to any negligence, breach of statutory duty, omission or default of the Supplier or of any of the Supplier's servants, agents or sub-contractors/sub-consultants.

Trespass and Nuisance

- 8.3 The Supplier shall be responsible for and shall indemnify G4S from and against any claim for trespass, public or private nuisance (including, without limitation, any nuisance caused by noxious fumes, noisy working operations or the deposit of any material or debris on the public highway) or other interference with the rights and activities of any adjoining or neighbouring landowner, tenant or occupier or any statutory undertaker arising out of the carrying out of the Works, except only where such trespass, nuisance or interference is the consequence of a Variation or other instruction by or on behalf of G4S (which is itself not the result of any negligence, default or breach of contract by or on behalf of the Supplier or any of the Supplier's servants, agents or sub-contractors/sub-consultants and has not been avoided despite the Supplier using all reasonable and practical means to avoid the same).

Loss or Damage to Existing Structures and Contents

- 8.4 If during the carrying out of the Works there is any loss of or damage of any kind to any of the existing structures and/or contents then, upon its occurrence or later discovery, the Supplier shall forthwith give notice to G4S of its extent, nature and location.
- 8.5 If there is material loss of or damage to any of the existing structures and/or contents, the Supplier's engagement under this Appointment may within 28 days of the occurrence of such loss or damage be terminated at the option of G4S by notice given to the Supplier.
- 8.6 If no notice of termination is served then:
- 8.6.1 after any inspection required by the insurers has been completed, the Supplier shall, to the extent required by G4S, with due diligence restore the damaged structures, replace or repair any lost or damaged structures and or contents, remove and dispose of any debris and proceed with the carrying out and completion of the Works; and
 - 8.6.2 the Supplier shall not be entitled to any addition to the Contract Sum in respect of the restoration, replacement or repair of such loss or damage and (when required) the removal and disposal of debris.

Loss or Damage to the Works

- 8.7 If loss or damage affecting any executed work or site materials forming part of the Works is occasioned by any risk covered by the insurance policy to be maintained pursuant to clause 9.8 then, upon its occurrence or later discovery, the Supplier shall forthwith give notice to G4S of its extent, nature and location.
- 8.7.1 Subject to clause 8.7.3, the occurrence of such loss or damage shall be disregarded in computing any amounts payable to the Supplier under this Appointment.
- 8.7.2 After any inspection required by the insurers has been completed, the Supplier shall with due diligence restore the damaged work, replace or repair any lost or damaged site materials, remove and dispose of any debris and proceed with the carrying out and completion of the Works.
- 8.7.3 The Supplier shall authorise the insurers to pay all monies from such insurance to G4S. G4S shall pay all such amounts to the Supplier (without deduction of the Retention Percentage).
- 8.7.4 In respect of the restoration, replacement or repair of such loss or damage and (when required) the removal and disposal of debris, the Supplier shall not be entitled to any payment other than amounts received under the insurance policy to be maintained pursuant to clause 9.8.

9. INSURANCE

- 9.1 Without prejudice to the Supplier's obligation to indemnify G4S under clause 8 the Supplier will, at its own cost take out and maintain the insurances detailed in clauses 9.5 and 9.8 and where specified by the Project Particulars the insurances detailed in clauses 9.4, 9.6 and 9.7 with reputable insurers carrying on business in the United Kingdom.
- 9.2 The Supplier shall, as and when reasonably required to do so by G4S and in any event promptly upon the date of the execution of Project Particulars, provide for inspection by G4S documentary evidence to demonstrate that the insurances required by this clause 9 have been and are being maintained properly. In the event that in G4S' reasonable opinion those policies do not effect proper cover in accordance with this Appointment, G4S may require the Supplier to effect and the Supplier shall effect such further insurance as G4S may reasonably require. If the Supplier defaults in taking out or in maintaining the insurances as required by clause 9.1 (or fails to maintain a policy as required), G4S may himself take out and maintain the policy against any risk in respect of which the default has occurred and the amount paid or payable by him in respect of premiums may be deducted by him from any sums due or to become due to the Supplier under this Contract or shall be recoverable from the Supplier as a debt
- 9.3 If the insurances required by this clause 9 are not available to the Supplier at commercially reasonable rates and terms (excluding any increase in premiums attributable to the actions, omissions, errors or defaults of the Supplier), the Supplier and G4S will meet and the Supplier will outline the steps he intends to take to manage such risks. The Parties shall use reasonable endeavours to agree a method of managing such risk.

Public Liability Insurance

- 9.4 Public liability insurance for a limit of indemnity of not less than £5 Million until the issue of the Making Good Certificate.

Employer's Liability Insurance

- 9.5 Employer's liability insurance for a limit of indemnity of not less than £5 million until the issue of the Making Good Certificate.

Professional Indemnity Insurance

- 9.6 Professional indemnity insurance for a limit of indemnity of not less than £5 Million throughout the period the Supplier maintains liability under this Appointment.

Product Liability Insurance

- 9.7 Product liability insurance for a limit of indemnity of not less than £5 Million throughout the period the Supplier maintains liability under this Appointment.

All Risks Insurance of the Works

- 9.8 All risks insurance of the Works against loss or theft of or damage to the Works to their full reinstatement value, unfixed materials and goods delivered to, placed on or adjacent to the Site and for use in connection therewith. Such insurance shall also extend to insurance of the Supplier's site huts, plant and equipment and in all cases shall be taken out in the joint names of the Supplier and G4S. The Supplier shall maintain such insurance from the Works Start Date until the issue of the Making Good Certificate.

10. SUB-CONTRACTING AND NOVATION

- 10.1 The Supplier shall not sub-contract any of the Works or any of its other obligations under this Deed without the prior written consent of G4S. If such consent is given, the Supplier shall:

- 10.1.1 not terminate the appointment of any sub-consultant/sub-contractor without the prior written consent of G4S;
- 10.1.2 remain liable for the performance of the Works as if such sub-consultants had not been appointed;
- 10.1.3 co-ordinate the involvement of the sub-consultants/sub-contractors into the Programme;
- 10.1.4 provide promptly such relevant information as may be necessary to enable the sub-consultants/sub-contractors to undertake that part of the Works for which it is appointed and shall use reasonable endeavours to ensure that all relevant information to be provided by each sub-consultant shall be produced punctually so as not to cause any delay to the progress of the Project.

- 10.2 Any sub-contracting, whether or not G4S has given its consent, shall not in any way relieve the Supplier from or reduce the Supplier's obligations and liabilities under this Appointment.

11. CONSTRUCTION INDUSTRY SCHEME

The Supplier shall when requested to do so by G4S provide evidence that it is registered with HMRC under the Construction Industry Scheme under the Finance Act 2004. The Supplier will be responsible for complying with the requirements contained or referred to under the Construction Industry Scheme under the Finance Act 2004.

12. TERMINATION AND SUSPENSION OF THIS APPOINTMENT

G4S' Right to Termination

- 12.1 G4S shall be entitled, upon giving the Supplier thirty (30) days' notice in writing of its intention to do so, to terminate all or any part of the Supplier's engagement in relation to the Project.
- 12.2 If the Supplier without reasonable cause makes default by failing to proceed diligently with the Works or by wholly or substantially suspending the carrying out of the Works before satisfactory completion or by failing, pursuant to the Conditions of Appointment, or commits any other material breach of this Appointment G4S may give notice to the Supplier specifying the default and requiring it to be rectified. If the default is not rectified within seven days of the receipt of the notice G4S may by further notice to the Supplier determine the engagement of the Supplier under the relevant Works Order. Such determination shall take effect on the date of the receipt of further notice.
- 12.3 G4S shall be entitled by notice to the Supplier to immediately terminate the Supplier's engagement under this Appointment if the Supplier or any person employed by him shall have:
 - 12.3.1 committed a material breach of clause 8; or
 - 12.3.2 Used against G4S or any person employed by him actual or threatened violence or behaviour which provokes violence.

Consequences of G4S' Termination (clause 12.1)

- 12.4 Upon determination of the engagement of the Supplier under clause 12.1 the Supplier shall prepare an account setting out:
 - 12.4.1 the total value of work properly executed and materials and goods properly brought to the Site for the purpose of the Works, such value to be ascertained in accordance with this Appointment as if the engagement of the Supplier had not been determined; and
 - 12.4.2 the cost to the Supplier of moving or having moved from the Site all temporary buildings, plant, tools and equipment.
- 12.5 After taking into account amounts previously paid to the Supplier under this Appointment, G4S shall pay to the Supplier the full amount properly due in respect of this account within twenty eight days of the later of its submission by the Supplier, the completion of the Works or the making good of any defects therein.

Consequences of G4S' Termination (clauses 8.5, 12.2-12.4)

- 12.6 Upon determination of the engagement of the Supplier under clauses 8.5 or 12.2 to clause 12.4:
- 12.6.1 the Supplier shall immediately leave the Site;
 - 12.6.2 G4S may engage and pay other persons to carry out and complete the Works and to make good any defects, and he and they may enter upon and take possession of the Site and the Works and (subject to obtaining any necessary third party consents) may use all temporary buildings, plant, tools, equipment and site materials for those purposes;
 - 12.6.3 G4S may take reasonable measures to ensure that the Site, the Works and Site materials are adequately protected and that such Site materials are retained on Site; the Supplier shall allow and shall not hinder or delay the taking of those measures;
 - 12.6.4 no further sum shall become due to the Supplier under this Appointment and G4S need not pay any sum that has already become due either:
 - 12.6.4.1 insofar as G4S has given a notice or
 - 12.6.4.2 if the Supplier, after the last date upon which such notice could have been given by G4S in respect of that sum, has become insolvent
 - 12.6.5 following the completion of the Works and the making good of defects in them, or if G4S does not engage others to complete the works then within 6 months of the date of termination, an account of the following shall be set out in a statement prepared by G4S:
 - 12.6.5.1 the amount of expenses properly incurred by G4S, including those incurred pursuant to clause 12.6.2 and, where applicable, clause 12.6.3, and of any direct loss and/or damage caused to G4S and for which the Supplier is liable, whether arising as a result of the termination or otherwise;
 - 12.6.5.2 the amount of payments made to the Supplier; and
 - 12.6.5.3 the total amount which would have been payable for the Works in accordance with this Appointment;
 - 12.6.6 if the sum of the amounts stated under clauses 12.6.5.1 and 12.6.5.2 exceeds the amount stated under clause 12.6.5.3, the difference shall be a debt payable by the Supplier to G4S or, if that sum is less, by G4S to the Supplier.
- 12.7 The provisions of this clause 12 are without prejudice to any other rights and remedies that G4S may possess.

G4S' Right to Suspension

- 12.8 The Supplier accepts that G4S does not undertake to provide continuity of work and G4S may by notice to the Supplier suspend all or any of the works under this Appointment. If such notice is given and G4S has not within six months requested the Supplier to resume the works suspended, the Supplier may serve 30 days' notice on G4S requiring it to end the suspension. If G4S has not notified the Supplier within that 30 day period that the suspension is ended the

Supplier may immediately by notice to G4S terminate its engagement in connection with the Project.