

Terms and Conditions for the Supply of Services

GENERAL TERMS AND CONDITIONS

1. Introduction

- 1.1 The general terms and conditions set out in this document ("**Terms**") and the applicable special terms and conditions set out in the Fee Proposal (if any) ("**Special Terms**") apply to the provision of our Services to you.

2. Scope of the Contract

- 2.1 The contract ("**Contract**") will consist of the following documents in the following order of priority to the extent of any conflict or inconsistency between them:
- 2.1.1 Change Order Form (if any);
 - 2.1.2 Fee Proposal;
 - 2.1.3 The relevant Special Terms;
 - 2.1.4 These Terms.
- 2.2 Subject to clause 3.3, each Fee Proposal issued to you constitutes a separate contract consisting of the documents listed in clause 2.1.
- 2.3 The Contract shall prevail over any inconsistent terms or conditions contained in, attached to, or referred to in any order, confirmation of order, or specification, or any other communications provided by you, or implied by law, trade, custom, practice, or course of dealing.

3. Contract Formation, Commencement and Contract Term

- 3.1 We will issue a Fee Proposal to you following any request by you for our services (however made by you). Any Fee Proposal is not capable of acceptance by you and is subject to the provisions of this clause 3.
- 3.2 Any order or other request for services that is issued by you following the issue of a Fee Proposal (including an email confirming that you agree to the terms of the Fee Proposal) constitutes an offer by you to purchase the Services (specified in the Fee Proposal) on the terms of the Contract (the "**Offer**").
- 3.3 Your Offer shall be deemed to be accepted by us on the earlier of the date that:
- 3.3.1 we send you an email confirming that we agree to provide such Services; or
 - 3.3.2 we do any act consistent with providing the Services to you
- at which point the Contract between you and us will come into existence ("**Effective Date**").
- 3.4 We will provide the Services to you from the Effective Date for the period set out in the Fee Proposal and any extension to such period agreed in accordance with clause 11.

4. Scope of Services

- 4.1 The scope of our Services will be set out in the Fee Proposal. If services are not included in the Fee Proposal, they are deemed to not be included.
- 4.2 We will provide our Services to you with reasonable care and skill.
- 4.3 If you or we wish to change the scope of the Services, we will both follow the procedure set out in clause 11.

5. Your obligations

- 5.1 You shall:
- 5.2 co-operate with us in all matters relating to the Services;

- 5.3 provide us and our employees, agents, consultants and subcontractors, with access to your premises, office accommodation and other facilities as reasonably required by us;
- 5.4 provide us with such information and materials as we may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects (including all information requested as part of any Request for Information (RFI) process);
- 5.5 prepare your premises for the supply of the Services;
- 5.6 obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start;
- 5.7 keep all of our materials, equipment, documents and other property at your premises in safe custody at your own risk, maintain such items in good condition until returned to us and not dispose of or use the items other than in accordance with our written instructions or authorisation; and
- 5.8 comply with any additional obligations as set out in the Fee Proposal.
- 5.9 If our performance of any of our obligations under the Contract is prevented or delayed by any of your acts or omissions or your failure to perform any relevant obligation ("Client Default"):
- 5.10 without limiting or affecting any other right or remedy available to us, we shall have the right to suspend performance of the Services until you remedy the Client Default, and to rely on such Client Default to relieve us from the performance of any of our obligations in each case to the extent the Client Default prevents or delays our performance of any of our obligations;
- 5.11 we shall not be liable for any costs or losses sustained or incurred by you arising directly or indirectly from our failure or delay to perform any of our obligations as set out in this clause 5.9; and
- 5.12 you shall reimburse us on written demand for any costs or losses sustained or incurred by us arising directly or indirectly from the Client Default.

6. Our Fees and Charges and Payment Terms

- 6.1 Unless we agree otherwise in writing, our charges are calculated on a time and materials basis using a daily rate which reflects the level of seniority and/or experience of the relevant employee or sub-contractor and the type of work being undertaken at our prevailing rates (as set out in our Fee Proposal or as notified to you). We review our rates on 1 April each year and we may adjust our daily rate with effect from 1 April each year in line with increases in the Consumer Prices Index during the previous year.
- 6.2 Unless we agree otherwise in writing:
 - 6.2.1 we will charge you for all time our employees or sub-contractors spend on the Services; and
 - 6.2.2 any estimates or fee quotes we provide in a Fee Proposal or Change Order Form are non-binding estimates only and are not fixed fees.
- 6.3 We will also charge for the following, where relevant:
 - 6.3.1 VAT at the rate current at the date of our invoice;
 - 6.3.2 disbursements (which are third party costs incurred on your behalf) and expenses (costs which we incur internally on your behalf, such as mileage) and any fees of other advisers and specialists that we have paid or will pay on your behalf (for example, professional fees).
- 6.4 Unless agreed otherwise in writing, we will invoice you each month, setting out the time we have spent in that month on the Services, expenses incurred and any relevant additions to our fees and charges (as set out in clause 6.3).
- 6.5 Our standard payment terms are 30 days from the date of the invoice. Where payment of any invoice or part of an invoice is overdue, then without limiting our rights under clause 12, we reserve the right to charge you interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time but at 4% a year for any period when that base rate is below 0%. Interest will be calculated on a monthly basis using the relevant base rate at the first working day of the month. Should we commence proceedings against you as a result of non-payment, we will ask the Court to order you to pay all of the costs that we incur as a result of those proceedings.
- 6.6 Time for payment shall be of the essence of the Contract.

- 6.7 We may at any time, and on more than one occasion, ask you to make a payment to us and invoice you accordingly on account of our charges or expenses, disbursements etc. to be incurred on your behalf in the future. We may, at any time, make continued provision of our services contingent upon you making such payment.
- 6.8 If you dispute all or any part of the Charges in any invoice, you must notify us within seven (7) days of the date of the invoice. We shall use our reasonable endeavours to address the element of the Charges in dispute promptly. If we are unable to resolve the dispute with you within twenty (20) days of receiving notice of the dispute, either you or we may refer the matter for the resolution in accordance with clause 14.
- 6.9 If you dispute all or any part of the Charges in any invoice, you must pay the undisputed amount of the Charges in any invoice in accordance with this clause 5.
- 6.10 All amounts due under the Contract shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).
- 6.11 If you are unable to meet your responsibilities, or to provide the necessary information and assistance (particularly in relation to provision of data), to enable us to complete our Services as anticipated, or any of the assumptions in the Fee Proposal are not correct or fulfilled, or if we incur extra costs or the scope of any Services is increased by any delay, variation, interruption or suspension of work arising from your default or instructions, we reserve the right to increase our Charges, including any fixed fee, to reflect such extra costs or increased scope and you will pay the increased Charges in accordance with the payment arrangements on a time and materials basis.

7. Contract Management and Communication

- 7.1 You will primarily deal with the member of our team identified in the Fee Proposal and we will primarily deal with the member of your team identified in the Fee Proposal (each a "Contract Representative"). You confirm that your Contract Representative is authorised to deal with our engagement and we are entitled to rely on their instructions in relation to the Contract, including any consents, agreements, acceptances and authorisations.
- 7.2 We will communicate with you using the contact details you publish or provide. Please notify us if you wish us to use other contact details.
- 7.3 Communications we send by email and other electronic forms of communication may not be encrypted and information sent in this way may be intercepted, re-directed, lost, arrive late or be incomplete. We cannot guarantee security, safe receipt or confidentiality and cannot be held liable for any loss or damage which you may suffer as a result of our use of these communication channels. Please tell us if you do not want us to use email or other electronic forms of communication or if you have other security requirements, for example enforced encryption.

8. Data Protection

- 8.1 The provisions of Annex 2 will apply.

9. Confidentiality

- 9.1 We both undertake that we shall not at any time during the Contract, and for a period of two (2) years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.
- 9.2 Each party may disclose the other party's confidential information:
- 9.2.1 to its and its Affiliate's employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and
- 9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 9.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

10. Ownership of Work

- 10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (including in the Deliverables) (other than Intellectual Property Rights in any materials provided by you) shall be owned by us (or our licensors).
- 10.2 We grant to you, or we shall procure the direct grant to you of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding materials provided by you) for the purpose

of receiving and using the Services and the Deliverables for your internal business purposes and not for any commercial purposes.

- 10.3 You must not sub-license, assign or otherwise transfer the rights granted in clause 10.2 without our consent.
- 10.4 You grant to us a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by you to us for the term of the Contract for the purpose of providing the Services.
- 10.5 If you fail to pay any invoices in full we may, on giving you notice, revoke the licence referred to in clause 10.2 and only re-grant it to you once we have been paid in full by you.

11. Change Management

- 11.1 If either party wishes to change the scope or execution of the Services, details of the requested Change (a "Request for Change") shall be submitted to the other in writing.
- 11.2 If both parties agree the Request for Change, we shall prepare a form (in substantially the form set out in Annex 1) (the "Change Order Form") outlining the nature and details of the Change including details of any impact the Change may have on the Charges, the timescales for delivery of the Services, the Contract, and any other relevant information.
- 11.3 If we submit a Request for Change, you shall not unreasonably withhold or delay your consent to, or rejection of, such Change. You must provide a reason for rejecting any Request for Change submitted by us.
- 11.4 If you submit a Request for Change, we shall have no obligation to consent to such a Change nor to proceed with the Change unless and until a Change Order Form has been signed by both parties.
- 11.5 You shall promptly consider the Change Order Form and notify us in writing within seven (7) days if you wish to proceed with the Change based on the details provided. If you confirm that you wish to proceed, an authorised representative of each party shall sign the Change Order Form and following which, we shall implement the Change.
- 11.6 This clause 11 shall have no effect on your liability to make payment for any Services rendered.
- 11.7 Despite the previous provisions of this clause, if you issue a Request for Change and we do any act consistent with providing the services requested in the Request for Change, this will be deemed to constitute a Change for the purposes of this Contract and the provisions of this Contract shall apply accordingly.
- 11.8 The Supplier reserves the right to amend the Specification and any other affected Documentation Deliverables if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

12. Bringing the Contract to an end or suspending provision of the Services

- 12.1 Without affecting any other right or remedy available to it, either you or we may terminate the Contract with immediate effect by giving written notice to the other party if:
 - 12.1.1 the other party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of that party being notified in writing to do so;
 - 12.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or (if the party is a NHS trust or NHS Foundation Trust) any order is made authorising the appointment of a trust special administrator under section 65B or 65D of the National Health Service Act 2006);
 - 12.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 12.1.4 the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 12.2 Without affecting any other right or remedy available to us, we may terminate the Contract with immediate effect by giving written notice to you if:
 - 12.2.1 you fail to pay any amount due under the Contract on the due date for payment;

- 12.2.2 we cannot get clear instructions from you or we have concerns about the work we have been asked to undertake as part of providing the Services;
- 12.2.3 the continuation of the Contract would represent a demonstrable and material reputational risk to us (including in circumstances where you commit or cause or allow any act to be committed which causes or may cause demonstrable and material reputational damage to us or any of our Affiliates);
- 12.2.4 there is a change in law which affects our ability to provide the Services.
- 12.3 Without affecting any other right or remedy available to us, we may suspend the supply of Services under the Contract if:
 - 12.3.1 you fail to pay any amount due under the Contract on the due date for payment;
 - 12.3.2 you become subject to any of the events listed in clause 12.1.2 to 12.1.4 (inclusive) or we reasonably believe that you are about to become subject to any of them.
- 12.4 Where the Contract ends for any reason, you remain responsible for all our charges, expenses and disbursements incurred up to the date of termination which we may invoice you for immediately. Where:
 - 12.4.1 we have agreed to charge on a fixed fee basis, we shall be entitled to invoice for the full fixed fee;
 - 12.4.2 we have agreed to charge on a contingent fee basis, we shall be entitled to invoice for the full contingent fee where we have already provided you with any version of relevant Deliverables, or otherwise we shall be entitled to charge for the time actually incurred but not yet charged for up to the point of termination, on a time and materials basis;
 - 12.4.3 we have agreed to charge on a time and materials basis, we shall be entitled to charge for the time actually incurred but not yet charged for up to the point of termination, on a time and materials basis; and
 - 12.4.4 where we have agreed a fixed term contract we shall be entitled to charge you for the remaining time agreed on the fixed term contract.
- 12.5 Termination of the Contract shall not affect any of our or your rights, remedies, obligations or liabilities that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination.
- 12.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.

YOUR ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

13. Limitation of Liability

- 13.1 The Contract is between you and us, Quality Trusted Solutions LLP, and therefore any claim arising from or in connection with the Services must be brought against us, Quality Trusted Solutions LLP, and you must not bring any claim against any of our directors, employees or agents. The fact that an individual signs any correspondence or other document in their own name does not mean that they are assuming any personal liability for that correspondence or other document.
- 13.2 We are not liable to you or any third party, in contract or tort or under statute or otherwise for the following losses which are wholly excluded:
 - 13.2.1 loss of profits;
 - 13.2.2 loss of anticipated savings;
 - 13.2.3 loss of or damage to goodwill;
 - 13.2.4 loss of or corruption of data;
 - 13.2.5 loss of sales or business;
 - 13.2.6 loss of agreements or contracts;
 - 13.2.7 indirect or consequential loss.
- 13.3 Subject to the other provisions of this clause 13, our total aggregate liability, whether in contract, tort (including negligence) or otherwise, for any loss of damage arising from or in connection with the Contract, whether to you or any third party shall

not exceed the amount of the Charges paid by you under the Contract (excluding any disbursements, expenses or other pass through third party costs).

- 13.4 Our advice and the work we do in connection with the provision of the Services reflects the law at the time the advice or work was provided. It may only be relied on in respect of the specific advice to which it relates and which we are instructed.
- 13.5 This advice and work which we undertake is for your sole use and benefit and may not be used or relied on for any other purpose or disclosed (other than as required by law) to any other person, other than any beneficiaries expressly agreed, without our prior written consent and should you do so, with or without our consent, we will not be liable to that other party.
- 13.6 Our liability to you is also limited to the proportion of your loss or damage which either we agree, or is found by a court to be just and equitable, after taking account of the contribution to the relevant loss and damage of any other person responsible and/or liable to you in respect of that loss or damage. For the purpose of assessing the contribution of any other person, no account is to be taken of any limit imposed on the amount of liability of that person by any agreement made before the loss or damage occurred or the amount actually recovered from that person or of the fact that the other person is unable to pay the full amount of the contribution due.
- 13.7 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:
- 13.7.1 death or personal injury caused by negligence;
- 13.7.2 fraud or fraudulent misrepresentation.
- 13.8 Unless expressly set out otherwise in the Contract, we make no warranty, express or implied, and all warranties, conditions and other terms implied by statute or common law are, to the greatest extent permitted by law, excluded from the Contract.
- 13.9 If you ask us to make an assessment, either expressly or by implication, of the risks associated with any course of action in relation to the Services, this will be made based on the information then available to us and it therefore cannot be definitive. You accept that the size and acceptability of a risk is a matter for you to decide and our assessment only forms one part of your decision-making process. This sub-clause is also for the benefit of each of our directors, employees or agents. However we may vary or rescind these terms without having to seek their consent.
- 13.10 Unless you notify us that you intend to make a claim in respect of an event within the notice period, we shall have no liability for that event. The notice period for an event shall start on the day on which you became, or ought reasonably to have become, aware of the event having occurred and shall expire six (6) months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.
- 13.11 The provisions of this clause will continue to apply after termination of the Contract for any reason.

14. Dispute Resolution Procedure

- 14.1 If a dispute arises out of or in connection with the Contract or the performance, validity or enforceability of it ("Dispute") then the parties shall follow the procedure set out in this clause:
- 14.1.1 either party shall give to the other written notice of the Dispute, setting out its nature and full particulars ("Dispute Notice"), together with relevant supporting documents. On service of the Dispute Notice, the Contract Representative of each party shall attempt in good faith to resolve the Dispute;
- 14.1.2 if the Contract Representatives are for any reason unable to resolve the Dispute within thirty (30) days of service of the Dispute Notice, the Dispute shall be referred to our Managing Director and your Director of Estates (or equivalent) who shall attempt in good faith to resolve it; and
- 14.1.3 if our Managing Director and your Director of Estates (or equivalent) are for any reason unable to resolve the Dispute within thirty (30) days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing ("ADR notice") to the other party to the Dispute, requesting a mediation. A copy of the ADR notice should be sent to CEDR. The mediation will start not later than thirty (30) days after the date of the ADR notice.
- 14.2 No party may commence any court proceedings under clause 23.2 (in relation to the whole or part of the Dispute) until sixty (60) days after service of the ADR notice, provided that the right to issue proceedings is not prejudiced by a delay.
- 14.3 If the Dispute is not resolved within sixty (60) days after service of the ADR notice, or either party fails to participate or to continue to participate in the mediation before the expiration of such sixty (60) day period, or the mediation terminates before the expiration of such period, the Dispute shall be finally resolved by the courts of England in accordance with clause 23.2.

15. Equality and Diversity

15.1 We are committed to promoting equality and diversity. We reserve the right to terminate our contracts if we consider our client does not. We will not tolerate harassment of our directors, employees or agents.

16. Outsourcing Work

16.1 We occasionally outsource or sub-contract certain functions or elements of our services. We will always seek a confidentiality agreement with such outsourcing providers or sub-contractors but this does not guarantee that confidentiality will be maintained. Please tell us as soon as possible if you have any concerns regarding our outsourcing providers or sub-contractors.

16.2

17. Bribery and Corruption

17.1 We take a zero-tolerance approach to bribery and corruption and is committed to acting professionally and ethically in all our business dealing and relationships.

17.2

18. Force Majeure

18.1 We shall not be in breach of the Contract nor liable for delay in performing, or failure to perform, any of our obligations under the Contract if such delay or failure result from events, circumstances or causes beyond our reasonable control.

19. Non-solicitation

19.1 In order to protect our legitimate business interests, you will not (except with our prior written consent) at any time during the term of the Contract or six (6) months after it ends, directly or indirectly solicit or entice away (or attempt to solicit or entice away) from our employment, any person employed or engaged by us in the provision of the Services, other than by means of a national advertising campaign open to all comers and not specifically targeted at any of our staff.

19.2 The restrictions in this clause 19 apply to you acting directly or indirectly and on your own behalf or on behalf, or in conjunction with, any firm, organisation, or person.

19.3 This clause shall survive the Contract ending.

20. TUPE

20.1 We both acknowledge that the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended ("TUPE") are not anticipated to apply on the commencement of the Services. In the event that TUPE does apply, you shall indemnify and keep us and our sub-contractors indemnified from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities (including legal fees) in respect of the employment or termination of employment of any person employed or engaged by or on your behalf in the delivery of services equivalent to the Services prior to the Effective Date who is found to or is alleged to transfer to us and/or our sub-contractors under TUPE.

21. Freedom of Information

21.1 Where you are not subject to the FOIA and the EIRs, you acknowledge that we are subject to them.

21.2 You shall:

21.2.1 provide all necessary assistance and cooperation as reasonably requested by us to enable us to comply with our obligations under the FOIA and EIRs;

21.2.2 transfer to us all requests for information relating to this Contract that you receive as soon as practicable and in any event within 3 days of receipt;

21.2.3 provide us with a copy of all information belonging to us requested in the request for information which is in your possession or control in the form that we require within 5 days (or such other period as we may reasonably specify) of our request for such information; and

21.2.4 not respond directly to a request for information unless authorised in writing to do so by us.

21.3 You acknowledge that we may be required under the FOIA and EIRs to disclose information (including commercially sensitive information) without consulting or obtaining your consent. We shall take reasonable steps to notify you of a request for information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for us to do so but (notwithstanding any other provision in the Contract) we shall be responsible for determining in our absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

21.4 Where we are both subject to the FOIA and the EIRs, we both agree that we shall each co-operate to the extent we are legally able to do so to enable the other to respond to any request promptly and within the statutory timescales where they receive a request for information under the FOIA or the EIRs. This co-operation shall include but not be limited to finding,

retrieving and supplying information held, directing requests to other persons as appropriate and responding to any requests by the party receiving a request for comments or other assistance.

22. Other Terms

22.1 Notices

- 22.1.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office as set out in the Fee Proposal; or
 - (b) sent by email to the address specified in the Fee Proposal.
- 22.1.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 22.1.2(c), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 22.1.3 This clause 22.1 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

22.2 Subject to clause 11.7, only our directors have authority to agree a variation to these terms on behalf of Quality Trusted Solutions LLP and any amendment will not be valid unless it is in writing.

22.3 If any provision of the Contract is found by a court of competent jurisdiction to be void or ineffective on the grounds that it is unreasonable or otherwise, the remaining provisions will continue to be effective.

22.4 Entire Agreement

- 22.4.1 The Contract constitutes the entire agreement between you and us and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between you and us, whether written or oral, relating to its subject matter.
- 22.4.2 Unless expressly agreed otherwise, the Contract does not affect any continuing obligations which either of us have under any previous contract, including: (i) our respective obligations in respect of services which have been provided or continue to be provided under a previous contract following commencement of the Services; and (ii) your obligation to pay fees for services provided or to be provided under a previous contract which have not yet been either invoiced or paid. Other obligations and provisions in previous contracts, such as duties of confidentiality, also survive following the Contract coming into effect.
- 22.4.3 We each agree that neither of us shall have any remedies in respect of any statement, representation, assurance nor warranty (whether made innocently or negligently) that is not set out in the Contract. We each agree that neither of us shall have any claim for innocent or negligent misrepresentation based on any statement in the Contract, unless expressly stated as a representation. Nothing in this clause shall limit or exclude any liability for fraud.

22.5 Assignment and other dealings.

- 22.5.1 We may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of our rights and obligations under the Contract.
- 22.5.2 You may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of your rights and obligations under the Contract without our prior written consent provided that if you are a NHS Trust or NHS Foundation Trust, nothing in this clause 22.5.2 shall restrict the rights of the Secretary of State to effect a statutory transfer of your property, rights and liabilities.

22.6 Except as provided within the Contract, the Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it.

22.7 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

22.8 Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other party, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23. Governing Law and Jurisdiction

23.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England.

23.2 We and you irrevocably agree that the Courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the Contract or its respective subject matter (including the advice given under it) or formation (including non-contractual disputes or claims).

24. Definitions and Interpretation

24.1 In these Terms (unless the context otherwise requires), the following expressions shall have the following meanings:

“ADR notice”	has the meaning given in clause 14.1.3.
“Affiliate”	with respect to either party, any person or entity that is directly or indirectly Controlling, Controlled by or under common Control with such Party, where “Control” and derivative terms mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities, by contract or otherwise.
“Change”	any change that the Supplier or the Customer wishes to make to the scope of the Services pursuant to clause 11 (or otherwise).
“Change Order Form”	has the meaning given in clause 11.2.
“Charges”	the charges payable by you for the supply of the Services (as set out in the Fee Proposal or a Change Order Form or otherwise confirmed by us to you in writing).
“Client Default”	has the meaning given in clause 5.9.
“Contract”	has the meaning given in clause 2.1.
“Contract Representative”	has the meaning given in clause 7.1.
“Deliverables”	any outputs of the Services and any other documents, products and materials provided by us to you (as specified in the Fee Proposal and any Change Order Form) and any other documents, products and materials provided by us to you in relation to the Services.
“Dispute”	has the meaning given in clause 14.1.
“Dispute Notice”	has the meaning given in clause 14.1.1.
“Effective Date”	has the meaning given in clause 3.3.
“EIRs”	means the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.
“Fee Proposal”	the fee proposal that we issue to you in connection with the Services.
“FOIA”	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.
“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.

“Offer”	has the meaning given in clause 3.2.
“Request for Change”	has the meaning given in clause 11.1.
“Services”	the services set out in the Fee Proposal and any Change Order Form and any services provided in accordance with clause 11.7.
“Special Terms”	has the meaning given in clause 1.1.
“Terms”	has the meaning given in clause 1.1.
“TUPE”	has the meaning given in clause 20.1
“us”, “we” and “our”	Quality Trusted Solutions LLP, a limited liability partnership registered in England (with registration number OC419167) and whose registered office is at 350 Euston Road, London, NW1 3AX (except where an obligation is mutual where ‘we’, ‘us’ and ‘our’ applies to both you and us).
“you”	the person named in the Fee Proposal as the client.

24.2 A reference to legislation or a legislative provision:

24.2.1 is a reference to it as amended, extended or re-enacted from time to time; and

24.2.2 shall include all subordinate legislation made from time to time under that legislation or legislative provision.

24.3 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.


24.4 references to a person include any individual, firm, unincorporated association or body corporate including any Governmental Authority.

24.5 references to the singular include the plural and vice versa and references to any gender include all genders.

24.6 A reference to writing or written includes email.

Version [here]

Annex 1 – Change Order Form

QTS CHANGE ORDER FORM								
Project Nr:				Change Nr:				
Project Name:				Issue Date:				
Project Address				Issued To:		1st Floor, 350 Euston Road, London, NW1 3AX		
				Issued By:				
Issued From:		Office:		Site:		Ref No:		
Item No.	Description / Comments					Omit	Add	
Design Costs								
	Total Omissions:					£	-	
	Total Additions:						£ -	
	Sub - Total:						£ -	
	Total						£ -	
Programme Implications:								
Latest Date Instruction Required:								
QTS Approval Signature:					Date:			
[Name of Customer] Approval Signature:					Date:			

Annex 2 – Data Protection

1. For the purposes of this Annex 2, the following words and expressions shall have the following meanings:
 - 1.2 **Agreed Purposes:** for the purposes of or in connection with the Contract and/or the provision of the Services by us and/or you receiving the benefit of the Services.
 - 1.3 **Controller, data subject, processor, personal data and processing:** as set out in the Data Protection Legislation in force at the time.
 - 1.4 **Data Discloser:** the party that discloses Shared Personal Data to the other party.
 - 1.5 **Data Protection Legislation:** all legislation and regulatory requirements in force from time to time relating to the use of personal data and the privacy of electronic communications, including, without limitation (i) any data protection legislation from time to time in force in the UK including the Data Protection Act 2018, the UK GDPR (as defined in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) or any successor legislation, and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.
 - 1.6 **Permitted Recipients:** the parties to the Contract, their (and their Affiliate's) employees, officers, representatives, contractors, subcontractors or advisers engaged to perform obligations in connection with the Agreed Purposes.
 - 1.7 **Shared Personal Data:** the personal data to be shared between the parties in connection with the Contract (as detailed in the Fee Proposal or otherwise agreed in writing between the parties).
2. This Annex 2 sets out the framework for the sharing of personal data between the parties as Controllers. Each party acknowledges that one party (referred to in this Annex as the Data Discloser) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.
3. The Data Discloser shall:
 - 3.1 ensure that it has all necessary notices and consents in place to enable the lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
 - 3.2 give full information to any data subject whose personal data may be processed in connection with this Agreement of the nature of such processing.
4. Each party agrees to process the Shared Personal Data only for the Agreed Purposes.
5. Subject to clause 13, each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified Party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying Party, its employees or agents, provided that the indemnified Party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.