****

**CONTRACT**

**FOR**

**……………………….**

LC0…

This Contract is effective from the [ENTER DATE] and is made between:

1. **Leonard Cheshire Disability** , a company limited by guarantee, registered in England no: 552847, and a registered charity no:218186 (England & Wales) and no:SC005117 (Scotland) whose registered office is at 66 South Lambeth Road, London SW8 1RL (“**LCD**”); and
2. [ENTER SUPPLIER NAME] a private limited company, company registration number [ENTER REGISTRATION NUMBER] whose registered office address and principal place of business is at [ENTER SUPPLIER ADDRESS] (the “**Supplier”**)
3. Purpose And Basis Of Contract
   1. LCD hereby appoints the Supplier as its supplier of [ENTER DETAILS OF THE GOODS AND OR SERVICES]. The Supplier will fulfil LCD’s Orders for [ENTER DETAILS OF THE GOODS AND OR SERVICES] as and when LCD issues orders.
   2. The Prices/Rates, time(s) for delivery/provision of Items, and other relevant details, will all be as attached as Schedules to this Contract.
   3. The same Prices/Rates will apply to all purchases from the Supplier by any constituent parts of LCD in the United Kingdom.
4. Defined Terms and Interpretation
   1. In these terms and conditions the words and expressions below will be interpreted to have the meanings adjacent to them:-
      1. “Affiliate” means [ ];
      2. "**Anti-slavery Statement**” means LCD's anti-slavery and human trafficking statement which it produces for the purposes of section 54 of the Modern Slavery Act 2015 as amended each year and from time to time.
      3. “**Applicable Data Protection Law**” means:
         1. all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended; and
         2. any other applicable data protection or privacy law of any jurisdiction;
      4. “**Applicable Law**” means the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services;
      5. “**Commencement Date**” means the date agreed by the Parties as above when the Contract is to commence;
      6. “**Company Personnel**” means those persons (and whether employees or otherwise) who are engaged in the provision of the Services by the Supplier (or any contractor or sub-contractor appointed by the Supplier) at the time of a Termination Event;
      7. “**Confidential Information**” means:
         1. all information disclosed by or on behalf of a Party (in whatever medium including in written, oral, visual or electronic form) including all business, financial, commercial, technical, operational, organisational, legal, management and marketing information;
         2. any information detailed in Schedule 6;
      8. "**Contract**" means this agreement between LCD and the Supplier comprising the Order, including the schedules hereto;
      9. “**Contract Period**” means (subject to earlier termination in accordance with its terms or by operation of law) the duration of the Contract, starting on the Commencement Date;
      10. "**Contract Price**" means the monies payable by LCD to the Supplier for the performance by the Supplier of its obligations under the Contract;
      11. "**Costs**" includes costs, charges, outgoings and expenses of every description;
      12. “**Customer Data**” means (i) all data, information, text, drawings and other materials which are embodied in any electronic, optical, magnetic or tangible medium, and which are supplied to the Supplier by LCD or which the Supplier or any subcontractors of the Supplier are required to generate, collect, process, store or transmit in connection with this Contract; and (ii) any Personal Data for which LCD is the Data Controller;
      13. “**Data Protection Impact Assessment**” means an assessment by the Council of the impact of the envisaged processing on the protection of Personal Data;[[1]](#footnote-1)
      14. “**Data Processor**” shall have the same meaning as set out in Applicable Data Protection Law;
      15. “**Data Subject(s)**” shall have the same meaning as set out in Applicable Data Protection Law;
      16. “**Data Subject Request**” means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Applicable Data Protection Law to access their Personal Data;
      17. “**European Economic Area, EEA**” means the member states of the European Union from time to time plus additional states that are party to the EEA Contract from time to time;
      18. “**Force Majeure Event**” means one or more of the following to the extent that it is not attributable to the Supplier or the Supplier’s staff: war, civil war (whether declared or undeclared), riot or armed conflict; radioactive, chemical or biological contamination; pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speed; acts of terrorism; explosion; fire; flood; extraordinarily severe weather conditions which are both unforeseen and for which precautions are not customarily taken by prudent business organisations so as to avoid or mitigate the impact thereof; industrial action which affects the supply of the Goods and or Services, but which is not confined to the workforce of the Supplier or is site specific; pestilence; the actions of governmental LCD’s to the extent that such actions are implemented either pursuant to emergency powers or otherwise outside the usual course of governmental business; or Act of God, or other event which is beyond the reasonable control of the Party in question and could not have been avoided or mitigated by the exercise of all reasonable care by that Party and further provided that such event materially affects the ability of the Party seeking to rely upon it to perform its obligations under the Contract;
      19. "**Goods**" means all Goods, materials or articles that the Supplier is required to supply under the Contract;
      20. "**Items**" means all Goods, materials or articles that the Supplier is required to supply under the Contract;
      21. “**In writing**” shall be interpreted to include any document which is recorded in manuscript, typescript, any electronic communication as defined in Section 15 of the Electronic Communications Act 2000 but excluding mobile telephone text messages;
      22. "**LCD"** shall mean Leonard Cheshire Disability;
      23. "**Location**" means the location for the delivery of the Goods and or Services as set out in the Contract or as otherwise agreed in writing between LCD and the Supplier;
      24. "**Loss**" includes losses, liabilities, claims, costs, charges and outgoings of every description (including legal expenses), compensation payable under contracts with suppliers and/or customers, loss of normal operating profits, loss of opportunity, loss of goodwill, loss of revenue from related contracts and pure economic loss;
      25. "**Order**" means any order placed with the Supplier by LCD for the supply of the Goods and or Services;
      26. “**Personal Data**” shall have the same meaning as set out in Applicable Data Protection Law;
      27. “**Personal Data Breach**” shall have the meaning as set out in Applicable Data Protection Law;
      28. “**Processing**” shall have the same meaning as set out in Applicable Data Protection Law and other parts of the verb “to process” shall be construed accordingly;
      29. “**Protective Measures**” means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it;
      30. “**Records**” means records or embodiments of Confidential Information (or any further information derived from the Confidential Information) in whatever medium including any document, electronic file, note, extract, analysis, model, prototype or other representation or means of recording or recovering information;
      31. "**Representatives**" means in relation to a party, its employees, officers, contractors, servants, agents, representatives and advisers;
      32. “**Services**” means all intangible facilities, provisions and activities that the Supplier is required to carry out and supply under the Contract;
      33. "**Supplier**" means the person and or organisation who supplies the Goods and or Services to LCD in accordance with the Contract; and
      34. “**Third Party**” means any person or entity which is not a party to this Contract, including any Affiliates of either Party and contractors (including subcontractors).
5. Period of Contract
   1. This Contract commences on the [ENTER DATE] (the Commencement date) and will continue for a period of [ENTER PERIOD OF TIME] unless it is otherwise terminated in accordance with the provisions of this Contract or otherwise lawfully terminated.
6. Possible Extension Of Contract Period
   1. Subject to satisfactory performance by the Supplier and the agreement of the parties, LCD may wish to extend the Contract for further periods of up to [ENTER PERIOD] months. LCD will approach the Supplier if it wishes to do so before the end of the Contract Period. The Conditions in this Contract will apply throughout any such extended period, unless varied by the parties.
7. Termination of Contract
   1. LCD may terminate the Contract immediately (in whole or in part) by serving written notice on the Supplier in any of the following circumstances:-
      1. a material failure (in whole or in part) by the Supplier to perform any obligation of the Supplier under the Contract provided that (if capable of remedy) such failure has not been remedied to LCD's reasonable satisfaction within a period of 30 days following written notice demanding remedy of the failure in question being served by LCD on the Supplier; or
      2. the Supplier fails (in whole or in part) to perform any material obligation of the Supplier owed to LCD on more than 3 occasions provided that (if capable of remedy) such failures have not been remedied to LCD's reasonable satisfaction within a period of 30 days following written notice demanding remedy of the failures in question being served by LCD on the Supplier; or
      3. the Supplier fails to meet on 3 or more occasions the Service Level Contracts, Key Performance Indicators set out in Schedule 4 in one Quarter, or one of any of the Service Level Contracts Key Performance Indicators set out in Schedule 4 in two or more consecutive quarters. A “Quarter” shall be the calendar quarter commencing on the date of this Contract and each successive calendar quarter thereafter; or
      4. the Supplier becomes Insolvent or otherwise ceases to be capable of supplying the Goods and or Services; or
      5. the Supplier is in default of any duty of care or any fiduciary or statutory duty owed to LCD and/and/or any service user, employee or agent of LCD; or
      6. the Supplier acts in any way which LCD considers is, or may be, materially contrary to the interests of LCD or damaging to its reputation during the course of providing or purporting to provide the Services and/or Deliverables; or
      7. there is a change of ownership or control of the Supplier which, in the reasonable opinion of LCD will have a material impact on the supply of the Goods and or Services or the image of LCD.
   2. The Supplier may terminate the Contract in the following circumstance, by giving 3 month’s written notice:
      1. if LCD has committed a material breach of the Contract; and
      2. the Supplier has brought the breach of Contract to the attention of LCD; and
      3. LCD has not corrected the said breach of Contract within a reasonable period of time.
   3. The Supplier agrees that upon termination for any reason (under Clause 5.1 or otherwise) or expiry of the initial contract period it shall not be entitled to make a claim against LCD in relation to costs incurred by the Supplier in providing the Goods and or Services or costs incurred in acquiring equipment and/or materials used in the provision of the Goods and or Services or in engaging third parties in connection with the Goods and or Services whether or not such costs were amortised in the calculation of the Contract Price payable by LCD under the Contract. For the avoidance of doubt, the Supplier will not be restricted from making any claim in respect of the Contract Price to the extent the Contract Price is outstanding and due and payable.
   4. LCD and the Supplier agree that termination (in whole or in part) or expiry of the initial contract period shall not affect either Party's obligations which the Contract provides shall survive the termination or expiry of the initial contract period or the continuance of the part or parts not terminated where the Contract is terminated in part only.
   5. LCD and the Supplier agree that should LCD decide one or more of its individual sites i.e. care homes or services, no longer require Items from the Supplier, LCD may give one month’s notice in writing to the Supplier; and upon expiry of that notice period the individual site of LCD i.e. care homes or services, shall no longer be obliged to place any order under this Contract with the Supplier.
   6. LCD and the Supplier agree that in the event of an individual LCD site either being closed entirely or sold to an external party, the relevant LCD site will be deemed to have exited this agreement without any notification.
8. Provision Of The Services
   1. The Supplier shall provide the Services during the Contract Period in accordance with LCD’s requirements as set out in the Specification or Schedule and the terms of this Contract and in accordance with all applicable Law, Good Industry Practice and any other appropriate standards. LCD shall have the power to inspect and examine the performance of the Services at any reasonable time.
   2. The Supplier shall have in place appropriate arrangements to ensure continuity of services throughout the Contract period.
   3. If LCD informs the Supplier that LCD considers that any part of the Services do not meet the requirements of the Contract or differ in any way from those requirements, and this is other than as a result of default on the part of LCD, the Supplier shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be specified by LCD without prejudice to LCD’s other rights arising from any breach of the Contract. If the defect is not remedied within a reasonable time LCD may seek alternative remedies to be funded by the Supplier. Timely supply of the Services shall be of the essence of the Contract, including in relation to commencing the supply of the Services within the time agreed or on a specified date.
   4. Without prejudice to any other rights and remedies LCD may have pursuant to this agreement, the Supplier shall reimburse LCD for all reasonable costs incurred by LCD which have arisen as a direct consequence of the Supplier’s delay in the performance of the Contract which the Supplier has failed to remedy after being given reasonable notice by LCD.
   5. The Supplier acknowledges that it:

* has sufficient information about LCD and the Specification and that it has made all appropriate and necessary enquires to enable it to perform the Services in accordance with the Contract.
* shall neither be entitled to any additional payment nor excused from any obligation or liability under the Contract due to any misinterpretation or misunderstanding by the Supplier of any fact relating to the Specification or otherwise to the Contract; and
* shall comply with all lawful and reasonable directions of LCD relating to its performance of the Services
  1. The Services include assisting other suppliers providing services to LCD or any other member of LCD’s Group at no additional cost to LCD to the extent that such assistance or management of other suppliers is as described in, contemplated by or reasonably to be inferred from the Services or the nature or manner of the supply thereof.
  2. Notwithstanding the above, the Supplier shall, where directed by LCD, provide at no cost all reasonable assistance, information and co-operation to any other third party with which any member of LCD’s Group has a relationship subject to the signature of confidentiality agreements between the Supplier and those third parties.

1. Assignment
   1. The Supplier shall not assign the whole or any part of the Contract. With the exception of the carriage of Goods to the Location and or any specialist skills required for the completion of works, the Supplier shall not sub-contract the production or supply of any Goods and or Services without the previous consent in writing of LCD, such consent not to be unreasonably withheld or delayed.
   2. The Supplier acknowledges and agrees that by way of illustration only and without restricting or fettering LCD's right to withhold its consent on reasonable grounds it shall be reasonable for LCD to withhold its consent where the sub-contracting of the production or supply of Goods and or Services would be contrary to law or contrary to public or government policy or contrary to public morality and decency or which is not in the national interest. If with LCD's consent the Supplier sub-contracts the production or supply of any Goods and or Services, every act or omission of the sub-Supplier shall for the purposes of the Contract be deemed to be the act or omission of the Supplier and the Supplier shall be liable to LCD thereafter as if such act or omission had been committed or omitted by the Supplier itself.
2. Quality
   1. The Goods, where new shall meet and where possible exceed all relevant design, safety and quality standards, and where pre-used shall be refurbished to a similar standards to new Goods. The Goods shall be supplied strictly in accordance with the Specification and/or any sample previously provided to LCD and, unless otherwise agreed in writing, shall conform to all relevant standards, specifications and conditions and all work performed by the Supplier shall be in accordance with best practice. For the avoidance of doubt, the Supplier warrants that the Goods are not scrap Goods.
   2. The Supplier warrants its expertise and confirms the accuracy of all statements and representations made in respect of the Goods and or Services prior to and subsequent to, the Order.
   3. The Supplier agrees to assign to LCD upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of the Goods or any part thereof.
3. Delivery
   1. Delivery shall be completed when the Goods have been unloaded at the Location and such delivery has been accepted by a duly authorised agent, employee or Location representative of LCD. LCD shall procure that such duly authorised agent, employee or Location representative of LCD is at the delivery location in order to accept such delivery.
   2. Any carrier engaged in the carriage and/or delivery of the Goods shall be deemed to be an agent of the Supplier and not LCD.
   3. Part deliveries may be rejected unless LCD has previously agreed in writing to accept such deliveries.
   4. Unless otherwise stated in the Order, the Supplier is responsible for obtaining all export and import licences for the Goods and shall be responsible for any delays due to such licences not being available when required.
   5. In the case of any Goods supplied from outside the United Kingdom, the Supplier shall ensure that accurate information is provided to LCD as to the country of origin of the Goods and shall be liable to LCD for any additional duties or taxes for which LCD may be accountable should the country of origin prove to be different from that advised by the Supplier.
   6. Where LCD agrees in writing to accept delivery by instalments the Contract will be construed as a single contract in respect of each instalment. Failure by the Supplier to deliver any one instalment may allow LCD at its option to treat the whole Contract as repudiated depending upon the circumstances of the non-delivery, such option not to be unreasonably invoked.
4. Rejection Of Goods
   1. Without prejudice to the operation of Clause 10.4, the Goods shall be inspected on behalf of LCD within a reasonable time after delivery under Clause 9 of the Contract and may be rejected if found to be defective or inferior in quality to or differing in form or material from the requirements of the Contract, or if they do not comply with any term, whether expressed or implied, of the Contract.
   2. Without prejudice to the operation of Clause 10.4, LCD shall notify the Supplier of:
      1. the discovery of any defect within a reasonable time of its discovery and shall give the Supplier all reasonable opportunities to investigate such defect; and
      2. any shortage or damage caused in transit and found on delivery within 14 days of delivery or such time as agreed by the Parties.
   3. The whole of any delivery may be rejected if a reasonable sample of the Goods taken indiscriminately from that delivery is found not to conform in every material respect to the requirements of the Contract.
   4. LCD’s right of rejection shall continue irrespective of whether LCD has in law accepted the Goods. In particular, taking delivery, inspection, use or payment by LCD of the Goods or part of them shall not constitute acceptance, waiver or approval and shall be without prejudice to any right or remedy that LCD may have against the Supplier provided that the right of rejection shall cease within a reasonable time from the date on which LCD discovers or might reasonably be expected to discover the latent defect or other relevant breach of contract.
   5. Goods so rejected after delivery shall be removed by the Supplier at its own expense within fourteen days from the date of notification of rejection. If the Supplier fails to remove them within such period LCD may return the rejected Goods at the Supplier’s risk and expense and charge the Supplier for the cost of storage from the date of rejection.
5. Property and Risk
   1. Risk in the Goods shall pass to LCD when the Goods have been delivered in accordance with Clause 9.1.
   2. Notwithstanding delivery, property in the Goods shall not have passed from the Supplier until the full Contract Price of such Goods has been paid.
   3. All tools, equipment and materials of the Supplier required in the performance of the Supplier's obligations under the Contract shall be and remain at the sole risk of the Supplier whether or not they are situated at the Location.
6. Packaging
   1. Where the Goods are imported into the United Kingdom then for the purposes of the Producer Responsibility Obligations (Packaging Waste) Regulations 1997 the Supplier shall assume the rolled-up obligations for all the activities performed outside the United Kingdom in relation to the Goods and the packaging which is used for the containment, protection, handling, delivery and presentation of the Goods in addition to any other obligations the Supplier may have pursuant to the said Regulations.
   2. The Goods shall be securely packed in trade packages of a type normally used by the Supplier for commercial deliveries of the same or similar Goods either in retail or in bulk quantities within the United Kingdom.
   3. The following details shall be shown on the outside of every package unless otherwise specified in the Order:
      1. a description of the Goods which shall include, without limitation, the weight of the Goods where available and LCD's order number;
      2. the quantity in the package where available;
      3. any special directions for storage;
      4. the expiry date of the contents where available;
      5. the batch number; and
      6. the name of the manufacturer of the Goods and the Supplier.
7. Identification of Goods
   1. All Goods that customarily bear any mark, tab, brand, label or other device indicating place of origin, inspection by any government or other body or standard of quality must be delivered with all the said marks, tabs, brands, labels, serial numbers or other devices intact.
8. Contract Price and Payment
   1. In consideration of the Supplier's due and proper performance of its obligations under the Contract, the Supplier may charge LCD the Contract Price in accordance with this Clause 14.
   2. The Contract Price shall be net i.e. after the deduction of all agreed discounts. In the absence of written agreement by the Parties to the contrary, the Contract Price shall include the cost of packaging, packing materials, addressing, labelling, loading and delivery to the Location, and all appropriate tax (excluding VAT) and duty.
   3. Invoices shall not be rendered by the Supplier until completion of delivery of all of the Goods and or Services which are the subject of the Order unless otherwise agreed in writing. Where the Parties agree delivery by instalments, the Supplier may render an invoice for each delivered instalment.
   4. Unless otherwise agreed in writing between LCD and the Supplier, LCD shall pay each invoice by the end of the month following the month in which it receives the invoice, and payment may be made, at LCD’s option, by BACS or cheque.
   5. The Supplier shall ensure invoices will be dated with the date they are sent to LCD.
   6. LCD shall be entitled to deduct from any monies due or to become due to the Supplier any monies owing to LCD from the Supplier.
   7. Except where otherwise stated in the Order, the Contract Price is exclusive of VAT which shall be payable, if applicable, by LCD in addition to such Contract Price at the rate prevailing as at the tax invoice date.
   8. LCD shall not be responsible for the payment of any charges for Goods and or Services supplied in excess of the Goods and or Services required by the Order or any variation of it unless authorised in writing by a further Order.
   9. Subject to Clause 14.10, the Contract Price shall not be subject to any increase whatsoever by the Supplier during the Contract Period.
   10. In the event that the Contract is varied in such a way so as to affect the Contract Price and if agreement between the Parties cannot be reached on the adjustment to the Contract Price within 3 months both Parties shall jointly act to resolve the dispute.
   11. LCD holds the right to give the Supplier 1 months’ notice and exit the Contract should an agreement not be reached. The Contract Price shall be held till the termination date of the contract.
9. Variation Of The Contract
   1. Any variation to the terms of the Contract must be recorded and agreed in writing by the parties to the Contract. Such record of the variation in question must address all consequential amendments required to be made to the Contract as a result of such variation, including adjustment to the Contract Price.
   2. Variations will take effect as from the date specified in the signed record of variation and shall not have retrospective effect unless expressly provided for in such record.
   3. Each record of variation must be dated and sequentially numbered. Each of LCD and the Supplier will be entitled to an original executed counterpart of the record of variation.
   4. Save as provided in any such record of variation, the Contract will continue in full force and effect.
10. Warranties And Representations
    1. The Supplier warrants and represents that:

* the Supplier has the full capacity and authority and all necessary consents, including, but not limited to, where its procedures so require, the consent of its parent company, to enter into and perform this Contract and that this Contract is executed by a duly authorised representative of the Supplier;
* the Supplier shall discharge its obligations hereunder with all due skill, care and diligence including, but not limited to, good industry practice and without limiting the generality of this Condition, in accordance with its own established internal procedures; and
* all obligations of the Supplier pursuant to the Contract shall exercise in the performance of the Services the reasonable skill, care and diligence to be expected of an appropriately qualified practitioner holding himself out as having the competence, experience and resources necessary for the proper performance of such services in connection with a project of a size and scope and complexity similar to that of the Project;

1. Personnel And Competencies
   1. The Supplier will employ the Key Personnel to supervise the performance of the Services.
   2. LCD may, by notice in writing to the Supplier, object to any of the Supplier's personnel and the Supplier will immediately remove such person from performing the Services and provide a suitable replacement at no additional cost to LCD.
   3. The Supplier undertakes that prior to providing a Service to LCD, it will have obtained for relevant person, confirmation of their identity, that they have the experience, training, qualifications and any authorisations which the Supplier or LCD considers are necessary or which are required by law to deliver the Service.
   4. All operatives employed on LCD sites must hold enhanced DBS certificates. This will include any management staff that will be visiting the LCD site periodically. The Suppliers Personal must not access independent Service User bedrooms alone and must be accompanied by a LCD member of staff.
2. Liability, Indemnity and Insurance
   1. Neither Party excludes or limits liability to the other Party for:
3. death or personal injury caused by its negligence; or
4. fraud; or
5. fraudulent misrepresentation.
   1. Subject to Clause 18.1 the Supplier shall indemnify LCD and keep LCD indemnified fully in respect of all expenses, damages, claims, judgments, liabilities and costs whatsoever arising out of, connected with, or resulting from the Supplier or any of its employees', agents' or sub-contractors' negligence, misrepresentation, or the breach of any obligation to be performed by the Supplier under this Contract.
   2. The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier’s performance of its obligations under the Contract, including death or personal injury, loss of or damage to property, professional indemnity or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the Contract Period [and for a minimum of six (6) years following the expiration or earlier termination of the Contract].
   3. The Supplier shall hold employer’s liability insurance in respect of the Supplier’s staff in accordance with any legal requirement for the time being in force.
   4. The Supplier shall if requested by LCD, provide copies of all insurance policies referred to in this Clause 18 or a broker’s verification of insurance to demonstrate that the appropriate insurance cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
   5. If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of this Contract, LCD may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier. The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in Clause 18.3.
   6. In no circumstances shall LCD or any employee, officer or agent of LCD be liable to the Supplier, in contract, tort (including negligence) or otherwise, howsoever and whatever the cause thereof, for any loss of profit, loss of bargain, business, contract, revenue, anticipated savings, publicity, or for any special loss or damage, or for any indirect or consequential loss, damage, cost or expense, of any nature whatsoever, arising directly or indirectly out of this Contract whether or not arising from any error or defect in anything or from any performance, non-performance or delayed performance of any obligation or from any other act/omission of, LCD or any employee, officer or agent of LCD.
   7. Both parties shall take all reasonable steps to mitigate there loses in the event of a claim, in accordance with this Clause 18.
6. Relationship of the Parties
   1. The Supplier shall not incur any liabilities on behalf of LCD; or, make any representations or give any warranty on behalf of LCD or, enter into any contract or obligation on behalf of LCD.
   2. Nothing in this Contract shall be interpreted as meaning that the Supplier is an agent or partner of LCD.
7. The Bribery Act
   1. The Supplier shall adhere to the provisions of the UK Bribery Act 2010 and any other relevant anti-corruption laws.
   2. The Supplier warrants that they have not been convicted nor pleaded guilty to an offence involving fraud, corruption or bribery. The Supplier shall notify LCD immediately if they are convicted of an offence under the Bribery Act 2010.
   3. If the Supplier becomes aware of any improper payments in connection with the Contract the Supplier shall advise LCD and will assist in investigating any allegations and remedying any violations of the Bribery Act 2010.
   4. LCD may terminate the Contract without notice if the Supplier is convicted of an offence under the Bribery Act 2010.
8. Environmental Considerations
   1. The Supplier shall comply in all material respects with applicable environmental laws and regulations in force from time to time in relation to the products/services the subject of the Contract. Where the provisions of any such legislation are implemented by the use of voluntary agreements or codes of practice, the Supplier shall comply with such agreements or codes of practice as if they were incorporated into English law. Without prejudice to the generality of the foregoing, the Supplier shall:-
      1. comply with all reasonable stipulations of LCD aimed at minimising the packaging in which the products the subject of the Contract, or any products supplied by the Supplier to LCD as part of performance of the services, are supplied;
      2. promptly provide such data as may reasonably be requested by LCD from time to time regarding the weight and type of packaging according to material type used in relation to all products supplied to LCD under or pursuant to the Contract;
      3. comply with all obligations imposed on it in relation to the products/services the subject of the Contract by the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 (or any other equivalent legislation giving effect in any part of the European Economic Area to the Packaging and Packaging Waste Directive 94/62/EC);
      4. label all products supplied to LCD under the Contract, and the packaging of those products, to highlight environmental and safety information as required by applicable UK and EU legislation;
      5. unless otherwise agreed with LCD, insofar as any products supplied under the Contract comprise or include electrical or electronic equipment, manage the said equipment and associated consumables at end of life to facilitate recovery, treatment and recycling and provide any information which LCD may reasonably require from time to time regarding the costs of such activity;
      6. promptly provide all such information regarding the environmental impact of any products supplied or used under the Contract as may reasonably be required by LCD to permit informed choices by end users;
      7. where Goods are imported into the United Kingdom then for the purposes of the Producer Responsibility Obligations (Packaging Waste) Regulations 2007 the Supplier shall assume the rolled-up obligations for all the activities performed outside the United Kingdom in relation to the Goods and the packaging which is used for the containment, protection, handling, delivery and presentation of the Goods in addition to any other obligations he may have pursuant to the said Regulations.
   2. The Supplier shall meet all reasonable requests by LCD for information evidencing the Supplier's compliance with the provisions of this Clause.
9. Dispute Resolution
   1. Any dispute, difference or question arising under this Contract Contract which the parties are not able to resolve (by means of discussion or involvement of a mediator where they agree to involve a mediator) within 56 days of such dispute, difference or question arising may thereafter be referred by either Party to an independent arbitrator, to be appointed by the President for the time-being of the Law Society of England and Wales, and the provisions of the Arbitration Acts of 1950, 1979 and 1996 (and any statutory modification or re-enactment thereof) shall apply to such arbitration.
10. Data Protection
    1. LCD and the Supplier acknowledge that LCD is the Data Controller and the Supplier is the Data Processor in relation to any Personal Data Processed under this Contract.
    2. Where the Supplier Processes any Personal Data on behalf of LCD, the Supplier shall:
       1. Process such Personal Data solely in accordance with LCD’s documented instructions from time to time as required in order to comply with its obligations under this Contract, and more particularly set out at Schedule 8 of this Contract;
       2. keep a record of any processing of Personal Data it carries out on behalf of LCD;
       3. not without the prior written consent of LCD to use any of the Personal Data Processed under this Contract:
          1. for statistical or analytical purposes or for big data analysis (whether or not converted into anonymised or pseudonymised data);
          2. for matching against other Personal Data; or
          3. except as specifically required to perform the Services;
       4. comply with any obligations placed on it under Applicable Data Protection Law and all guidelines, statutory orders and codes of practice issued by relevant supervisory authorities or regulators pursuant to or in connection with Applicable Data Protection Law;
       5. promptly comply with any request from LCD requiring it to amend, transfer or delete the Personal Data;
       6. notify LCD immediately if it:
          1. receives a Data Subject Request (or purported Data Subject Request);
          2. receives a request to rectify, block or erase any Personal Data;
          3. receives any other request, complaint or communication relating to either Party’s obligations under the Applicable Data Protection Law;
          4. receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
          5. receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
          6. becomes aware of a Data Loss Event;

and shall provide LCD with full co-operation and assistance in relation to the same;

* + 1. not disclose the Personal Data to any Data Subject or to a third party other than at the request of LCD or as provided for in this Contract;
    2. must before allowing any Sub-Processor to Process any Personal Data related to this Contract:
       1. notify LCD in writing of the intended Sub-Processor and Processing;
       2. obtain the written consent of LCD;
       3. enter into a written agreement with the Sub-Processor which gives effect to the terms set out in this Clause and Schedule 8 such that they apply to the Sub-Processor;
       4. ensure that LCD has the right to directly enforce any terms relating to Processing of the Personal Data against any such Sub-Processor; and
       5. provide LCD with such information regarding the Sub-Processor as LCD may reasonably require;
    3. notify LCD immediately if it becomes aware of any unauthorised or unlawful Processing, loss of, damage to or destruction of the Personal Data and:
       1. take all appropriate measures to mitigate against continuing unlawful Processing, loss of, damage to or destruction of the Personal Data; and
       2. provide all necessary co-operation and assistance to enable LCD to comply with its obligations under Applicable Data Protection Law;
    4. at LCD’s request, provide to LCD a copy of all Personal Data held by it in the format and on the media reasonably specified by LCD;
    5. not transfer the Personal Data outside the European Economic Area without the prior written consent of LCD and (where LCD consents to such transfer) the following conditions are fulfilled:
       1. LCD or the Supplier have provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or Article 37) as determined by LCD;
       2. the Data Subject has enforceable rights and effective legal remedies;
       3. the Supplier complies with its obligations under the Applicable Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist LCD in meeting its obligations); and
       4. the Supplier complies with any reasonable instructions notified to it in advance by LCD with respect to the Processing of Personal Data; and
    6. unless applicable law requires otherwise, upon termination of this Contract:
       1. at the option of LCD comply or procure the compliance with the following:
          1. return all Personal Data and any other information provided by LCD; and/or
          2. delete all Personal Data provided by LCD permanently, safely and securely and provide a certificate of destruction; and
       2. cease to process the Personal Data.
  1. The Supplier shall remain fully liable for all acts or omissions of any of its Sub-Processors.
  2. Where the Supplier will be collecting Personal Data on behalf of LCD, LCD shall:
     1. ensure that it informs the Data Subject at the time of collecting the Personal Data that LCD is the Data Controller in respect of the Personal Data, the purposes for which the Supplier will be using the Personal Data and the possible recipients of the Personal Data all as notified by LCD to the Supplier from time to time and the other matters required under Applicable Data Protection Laws; and
     2. obtain the Data Subject’s consent to any purposes for Processing Personal Data where required in accordance with the Applicable Data Protection Laws.
  3. LCD is entitled, on giving at least five days’ notice to the Supplier, to inspect or audit or appoint representatives to inspect or audit all facilities, equipment, documents and electronic data relating to the Processing of Personal Data by the Supplier.
  4. The Supplier shall ensure that access to the Personal Data is limited to those Processor Personnel who need access to the Personal Data to meet the Supplier’s obligations under this Contract.
  5. The Supplier shall ensure that:
     1. the Processor Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 8);
     2. it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
        1. are aware of and comply with the Processor’s duties under this clause;
        2. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
        3. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Contract; and have undergone adequate training in the use, care, protection and handling of Personal Data.
  6. The Supplier warrants that it will:
     1. process the Personal Data in compliance with all applicable laws, enactments, regulations, orders, standards and other similar instruments including Applicable Data Protection Laws; and
     2. implement and maintain Protective Measures, which are appropriate to protect against a Data Loss Event, and to ensure that the Processing will meet the requirements of the Applicable Data Protection Laws and ensure the protection of the rights of Data Subjects.
  7. LCD may reasonably reject the Protective Measure and accept the risk (failure to reject shall not amount to approval by LCD of the adequacy of the Protective Measures), having taken account of the:
     1. nature of the Personal Data to be protected;
     2. harm that might result from a Data Loss Event;
     3. state of technological development; and
     4. cost of implementing the measures.
  8. The Supplier shall provide all reasonable assistance to LCD in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of LCD, include:
     1. a systematic description of the envisaged Processing operations and the purpose of the Processing;
     2. an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
     3. an assessment of the risks to the rights and freedoms of Data Subjects; and
     4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
  9. If the Supplier believes that any of the instructions given by LCD in relation to Processing of Personal Data are in contravention or breach any of the Applicable Data Protection Laws it shall inform LCD immediately.

1. Confidentiality
   1. The Supplier shall:
      1. keep the Confidential Information confidential and secret at all times
      2. not disclose the Confidential Information or allow it to be disclosed in whole or in part to any third party without express prior written consent
      3. only move Confidential Information from one location to another using secure means which have been approved by LCD;
      4. not use the Confidential Information in whole or in part for any purpose except where it is necessary for the purposes of exercising or performing its rights and obligations under or in connection with this Contract;
      5. immediately report any breach of security affecting the Confidential Information; and
      6. take proper and all reasonable measures to ensure the confidentiality of the Confidential Information.
   2. The obligations of this Clause 24 shall not apply to any information which:
      1. was known by or in the possession of the Supplier before it was provided; or
      2. is, or becomes, publicly available through no fault of the Supplier; or
      3. was developed independently by the Supplier without any access to, or use or knowledge of, the Confidential Information supplied.
   3. The Supplier may disclose Confidential Information only to those of its Representatives who need to know such Confidential Information for the purpose of performing the Supplier's rights and obligations under the terms of this Contract, provided that the Supplier:
      1. informs its Representatives of the Supplier’s obligations under the provisions of this Clause 24, and ensure that the Supplier’s Representatives meet the obligations;
      2. shall be responsible for ensuring that those Representatives comply with the provisions of this Contract;
      3. enters into legally binding confidentiality obligations with such Representatives on terms equivalent to those set out in this Contract (and such obligations extend to the Confidential Information); and
      4. at all times, shall remain liable for the failure of any of its Representatives to comply with the obligations set out in this Clause 24.
   4. The Supplier may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by Applicable Law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives LCD as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 24, it takes into account the reasonable requests of LCD in relation to the content of such disclosure.
   5. All Representatives of the Supplier must agree to and sign a confidentiality statement when they attend LCD's premises or premises on behalf of LCD where those Representatives may see or have access to Confidential Information.
   6. LCD reserves all rights in its Confidential Information. No rights or obligations in respect of LCD's Confidential Information other than those expressly stated in this Contract are granted to the Supplier, or to be implied from this Contract.
   7. On termination of this agreement, the Supplier shall:
      1. at LCD’s written instruction, destroy or return to LCD all documents and materials (and any copies) containing, reflecting, incorporating or based on LCD's Confidential Information;
      2. erase all of LCD's Confidential Information from computer and communications systems and devices used by it, including such systems and data storage services provided by third parties (to the extent technically and legally practicable); and
      3. certify in writing to LCD that it has complied with the requirements of this Clause, provided that the Supplier may retain documents and materials containing, reflecting, incorporating or based on LCD's Confidential Information to the extent required by law or any applicable governmental or regulatory authority, provided that the provisions of this Clause 24 shall continue to apply to any such documents and materials so retained by the Supplier.
   8. The provisions of this Clause 24 shall survive termination of this Contract and continue to apply.
2. Anti-Slavery And Human Trafficking
   1. In performing its obligations under this Contract, the Supplier shall:
      1. 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; and
      2. comply with the Anti-slavery Statement; and
      3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
      4. include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 25.
   2. The Supplier represents and warrants that:
      1. neither the Supplier nor any of its Representatives:
         1. has been convicted of any offence involving slavery and human trafficking; and
         2. having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
   3. The Supplier shall implement due diligence procedures for its subcontractors, suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
   4. The Supplier undertakes not to purchase any raw materials, resources or products that have been sourced from producers or manufacturers using forced labour in its operations or practices.
   5. If LCD agrees that the Supplier may subcontract its obligations in accordance with clause 7.1 of this Contract, the Supplier shall implement an appropriate system of due diligence and audit for its subcontractors that is designed to ensure their compliance with the laws, statutes, regulations and codes set out in clause 25.1.1.
   6. The Supplier shall notify LCD as soon as it becomes aware of:
      1. any breach, or potential breach, of the laws, statutes, regulations and codes set out in clause 25.1.1.; or
      2. any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
   7. The Supplier shall prepare and deliver to LCD, by [DATE] each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
   8. The Supplier shall:
      1. maintain a complete set of records to trace the supply chain of all Goods and Services provided to LCD in connection with this agreement; and
      2. permit LCD and its Representatives, on reasonable notice during normal business hours, but without notice in case of any reasonably suspected breach of this clause 25.8.2, to have access to and take copies of the Supplier’s records and any other information and to meet with the Supplier’s personnel to audit the Supplier’s compliance with its obligations this clause; and
      3. implement annual audits of its compliance and its subcontractors’ and suppliers’ compliance with the laws, statutes, regulations and codes set out in clause 25.1.1., either directly or through a third party auditor. The first set of audits shall be completed by [DATE].
   9. The Supplier shall implement a system of training for its employees, suppliers and subcontractors to ensure compliance with the laws, statutes, regulations and codes set out in clause 25.1.1.
   10. The Supplier shall keep a record of all training offered and completed by its employees, suppliers and subcontractors to ensure compliance with the laws, statutes, regulations and codes set out in clause 25.1.1 and shall make a copy of the record available to LCD on request.
   11. The Supplier shall indemnify LCD against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, LCD as a result of any breach of the laws, statutes, regulations and codes set out in clause 25.1.1.
   12. The Supplier represents, warrants and undertakes that it conducts its business in a manner that is consistent with the laws, statutes, regulations and codes set out in clause 25.1.1.
   13. LCD may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of the Clauses 25.1, 25.2, 25.4, 25.5, 25.6, 25.7, 25.8, 25.9, 25.12 of this Contract.
3. Force Majeure
   1. No Party shall be entitled to bring a claim for a breach of obligations under the Contract by the other Party or incur any liability to the other Party for any Loss or damages incurred by that Party to the extent that a Force Majeure Event occurs and it is prevented from carrying out obligations by that event of force majeure.
   2. In the occurrence of a Force Majeure Event, the Affected Party shall notify the other Party as soon as practicable. The notification shall include details of the Force Majeure Event, including evidence of its effect on the obligations of the Affected Party and any action proposed to mitigate its effect.
   3. As soon as practicable, following such notification, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and facilitate the continued performance of the Contract.
   4. Should the Force Majeure Event continue for a period of two calendar months or longer, LCD shall have the right to terminate the Contract.
4. Performance Measurement
   1. LCD shall ascertain whether the Supplier's provision of the Goods and or Services in question meets any performance criteria as specified in the Key Performance Indicators as set out in Schedule 4, or, if the criteria are not so specified, meets the accepted industry standards for a supplier of the Goods and or Services. On a quarterly basis during the Contract Period and within 14 days after termination of the Contract, LCD may:
      1. in respect of the supply of the Goods and or Services during the preceding quarter, provide to the Supplier a notice (each called a "**Performance Notice**") which shall set out a statement of LCD’s dissatisfaction with the Supplier's performance and supply of the Goods and or Services;
      2. if the Supplier disputes any matter referred to in any Performance Notice and/or the proposed rebate, the Supplier may raise this objection with LCD;
      3. if the Supplier has not raised any objection to the Performance Notice within 7 days of receipt (or such other period as agreed between the Parties) then that Performance Notice shall be deemed to have been accepted by the Supplier and the rebate referred to therein shall become immediately effective.
   2. LCD rights under Clause 27.1 are without prejudice to any other rights or remedies LCD may be entitled to.
   3. If required by LCD, the Parties shall co-operate in sharing information and developing performance measurement criteria with the object of improving the Parties’ efficiency. Any such agreements shall be fully recorded in writing by LCD.
5. Forms
   1. Unless otherwise agreed in writing by LCD and the Supplier:
      1. a delivery note shall accompany each delivery of the Goods;
      2. an invoice shall be rendered on the Supplier’s own invoice form;
      3. all delivery notes and invoices shall be clearly marked with LCD’s name and address, the description and quantity of the Goods provided, and shall show separately any additional charge for containers and/or any other item not included in the Contract Price or, where no charge is made.
   2. With the prior written agreement of the Parties, the arrangements set out in Clause 28.1 may be suspended in favour of alternative arrangements (including electronic trading and new logistics processes).
6. Notices
   1. Any notice to be given under the Contract shall either be delivered personally, sent by facsimile or sent by first class recorded delivery post (airmail if overseas) or electronic mail. The address for service of each Party shall be its registered office or such other address as either Party may previously have notified to the other Party in writing. A notice shall be deemed to have been served:
      1. if personally delivered, at the time of delivery;
      2. if sent by facsimile at the time of transmission;
      3. If posted, at the expiration of 48 hours or (in the case of airmail seven days) after the envelope containing the same was delivered into the custody of the postal LCD’s; and
      4. if sent by electronic mail, a telephone call is made to the recipient warning the recipient that an electronic mail message has been sent to him (as evidenced by a contemporaneous note of the Party sending the notice) and a hard copy of such notice is also sent by first class recorded delivery post (airmail if overseas) on the same day as that on which the electronic mail is sent.
   2. In proving such service it shall be sufficient to prove that personal delivery was made, or that the envelope containing such notice was properly addressed and delivered into the custody of the postal authority as prepaid first class, recorded delivery or airmail letter (as appropriate) or that the facsimile was transmitted on a tested line or that the correct transmission report was received from the facsimile machine sending the notice as the case may be.
7. Co-operation In Handover
   1. The Supplier will provide, at no cost, such reasonable assistance to LCD and to any third party nominated by LCD as is required to migrate the Contract to a new Supplier effectively and efficiently, either at the natural termination date or if terminated at will in accordance with Clause 5. This Clause will extend to the full Expiration Year and the three months after the Expiration Date in order that LCD may successfully, and with minimum risk, engage a successor supplier to provide the Services or to commence to provide those services in-house, using its own staff and resources. In particular, but without limitation, the Supplier will, where so required provide all reasonable help, assistance and co-operation:-
      * 1. in the transfer of the provision of all facilities associated with the provision of the Services from the Supplier to LCD and/or to the “Successor Supplier”.
        2. to effect the transfer of such Documentation as is necessary to enable the “Successor Supplier” and/or LCD to set up and effect the changeover.
   2. Without prejudice to the above, the Supplier will on or prior to the Expiration Date transfer to LCD such Documentation relating to the Services as LCD may request.
   3. The Supplier's obligation to effect a smooth transfer of records, information, functions and the like in relation to the Services, either to LCD or a “Successor Supplier” will be carried out in such a manner so as not to interfere with use and enjoyment of the Services and without LCD's business being unduly disrupted or hindered. For the avoidance of doubt and notwithstanding other provisions contained in the Contract, the Supplier will be obliged to meet the requirements of the Contract during the whole of the Expiration Year.
8. General
   1. The Supplier shall from time to time upon the request of LCD, execute any additional documents and do any other acts or things which may reasonably be required to implement the provisions of the Contract.
   2. The Supplier warrants represents and undertakes to LCD that there are no pending or threatened actions or proceedings before any court or administrative agency which would materially adversely affect the financial condition, business or operations of the Supplier and that there are no material contracts existing to which the Supplier is a party which prevent it from entering into the Contract; and that the Supplier has satisfied itself as to the nature and extent of the risks assumed by it under the Contract and gathered all information necessary to perform its obligations under the Contract and all other obligations assumed by it.
   3. The Supplier shall adhere to the agreed Service Level requirements set out in Schedule 3. If the Supplier fails to meet any one of the Key Performance Indicators set out in Schedule 4, the Supplier and LCD shall jointly review the issue and the Supplier shall propose in writing to LCD a corrective action plan which would remedy the Suppliers failure to meet the Key Performance Indicator concerned and subsequently ensure its adherence. LCD shall review the suggested corrective action plan and give consent, such consent not to be unreasonably withheld or delayed.
   4. LCD shall as soon as practicable after the date of this Contract, and thereafter from time to time, use all reasonable endeavours both to notify all of LCD’s relevant staff and employees that the Supplier is a preferred Supplier of the Goods and or Services as per this Contract and to provide all of LCD’s relevant staff and employees with details of this Contract.
   5. Notwithstanding Clause 31.4 or any other provision of this Contract, LCD will not have any obligation to purchase any minimum or other fixed quantity, or any part(s) or all of its requirements, of any Items from the Supplier in any period(s).
   6. Where the Supplier has any standard or other terms or conditions or anything else relating to supply of any Items or Services, no such terms or conditions or other provisions shall apply, and the terms of this Contract alone shall apply.
   7. This Contract supersedes all prior correspondence, warranties, representations, proposals, negotiations, understanding, undertakings or agreements, whether oral or written, all of which are hereby excluded, may not be relied upon and shall be of no effect.
   8. In relation to any orders for any Item which LCD gives to the Supplier after the date of this Contract, all contracts, agreements, terms, arrangements and understandings existing or agreed on or before the date of this Contract between the Supplier and LCD are hereby agreed to be of no further effect and are superseded by this Contract.
   9. The Seller warrants to LCD that supply or use of the Items will not cause any infringement of any third party intellectual property rights (“IPRs”).
9. Management Information
   1. The Supplier shall provide a quarterly report on the Key Performance Indicators listed in Schedule 4 and shall take ownership and responsibility to ensure all data and information relevant to the Key Performance Indicators is recorded and provided to LCD upon request.
   2. The Supplier shall send the quarterly reports to LCD at the end of each calendar quarter for example, March, June, September and December, with data and information for a rolling 12 month period beginning on the Contract Commencement date as mentioned in Clause 3 of this Contract.
   3. LCD reserves the right within reason, to change the Management Information reports and information it requires and the Supplier shall do all that is reasonably possible to accommodate any changes or requirements LCD may need in the future, to be reported on.
10. Waiver
    1. The failure by LCD or the Supplier to insist upon the strict performance of any provision, term or condition of the Contract or to exercise any right or remedy consequent upon the breach thereof shall not constitute a waiver of any such breach or any subsequent breach of such provision, term or condition.
11. Communications
    1. All written and oral communications, all documents and the labelling and marking of all packages shall be in English.
12. Construction
    1. The Schedules, Annexes and Appendices expressly referred to in and attached to this Contract form part of this Contract and are contractually binding on both parties.
13. Law
    1. The Supplier submits to the jurisdiction of the English courts and agrees that the Contract is to be governed and construed according to English law.

Signed For And On Behalf Of The Supplier ([ENTER SUPPLIER NAME]) By:

Signature ……………………………………………………

Printed Name ……………………………………………………

Date: ……………………………………………………

Position: ……………………………………………………

Signed For And On Behalf Of LCD (Leonard Cheshire Disability) By:

Signature ……………………………………………………

Printed Name ……………………………………………………

Date: ……………………………………………………

Position: ……………………………………………………

SCHEDULE 1 - SPECIFICATION AND REQUIREMENTS

SCHEDULE 2 - SERVICE LEVEL PROVISIONS

**SCHEDULE 3 - PRICING RATES, PAYMENT PROVISIONS AND REBATES:**

**SCHEDULE 4 - KEY PERFORMANCE INDICATORS:**

The Supplier shall adhere to the KPIs listed below. These will be monitored via the provision of management information and through LCD’s Supplier Performance Monitoring programme.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Performance Area** | **Key Performance Indicator** | **Target Value** | **Frequency of Measure (Monthly, Quarterly, Annually)** | **Performance (Achieved, Missed)** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

**SCHEDULE 5 - MANAGEMENT REPORTING:**

**SCHEDULE 6 – CONFIDENTIAL INFORMATION**

Where LCD shares information with a supplier which is particularly sensitive, we recommend that the information is listed below.

**SCHEDULE 7 – ANTI-SLAVERY STATEMENT**

**Schedule 8: Processing, Personal Data and Data Subjects**

This Schedule shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

* + 1. The contact details of the Controller’s Data Protection Officer are: **[Insert** Contact details]
    2. The contact details of the Processor’s Data Protection Officer are: **[Insert** Contact details]
    3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
    4. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor in accordance with Clause 1.1.  [**Guidance:** You may need to vary this section where (in the rare case) the Customer and Contractor have a different relationship. For example where the Parties are Joint Controller of some Personal Data:  *“Notwithstanding Clause 1.1 the Parties acknowledge that they are also Joint Controllers for the purposes of the Data Protection Legislation in respect of:*  ***[Insert*** *the scope of Personal Data which the purposes and means of the processing is determined by the both Parties]*  *In respect of Personal Data under Joint Control, Clause 1.1-1.15 will not apply and the Parties agree to put in place a Joint Controller Agreement as outlined in Schedule Y instead.”* |
| Subject matter of the processing | *[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.*  *Example: The processing is needed in order to ensure that the Processor can effectively deliver the contract to provide a service to members of the public. ]* |
| Duration of the processing | *[Clearly set out the duration of the processing including dates]* |
| Nature and purposes of the processing | *[Please be as specific as possible, but make sure that you cover all intended purposes.*  *The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.*  *The purpose might include: employment processing, statutory obligation, recruitment assessment etc]* |
| Type of Personal Data being Processed | *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]* |
| Categories of Data Subject | *[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]* |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data | *[Describe how long the data will be retained for, how it be returned or destroyed]* |

1. To be discussed. [↑](#footnote-ref-1)