

SERVICES AGREEMENT

between

**(1) Downing Living (First Street) Operator
Limited Partnership Incorporated**

**(2) DOWNING LIVING (First Street) NOMINEE
LIMITED**

**(3) L&T FACILITIES MANAGEMENT LTD
(TRADING AS CHRODA FACILITIES
MANAGEMENT)**

Dated [.....] 2025

Relating to the provision of cleaning services at Block
D, The Fernley, Square Gardens, First Street,
Manchester

IMPORTANT

1. When signed by all of the parties, this document will create legally binding obligations. You are recommended to take appropriate legal or other professional advice prior to signing and will be assumed to have done so.
2. Defined terms are indicated by the use of capital letters. The meaning of each of these terms is set out in clause 1.

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THIS AGREEMENT is dated

2024

BETWEEN:

1. **DOWNING LIVING (First Street) GP LIMITED** (company number CMP66003) Guernsey (with overseas ID OE002308)) whose registered office is at Third Floor, Cambridge House, Le Truchot, St Peter Port, Guernsey GY1 1WD (acting in its capacity as general partner of Downing Living (Manchester) Operator Limited Partnership Incorporated (LP number 4232 Guernsey) (with overseas ID OE019023)); and
2. **DOWNING LIVING (First Street) NOMINEE LIMITED** (company number 66002 Guernsey (with overseas ID OE001305) whose registered office is at Third Floor, Cambridge House, Le Truchot, St Peter Port, Guernsey GY1 1WD,

(together the **Client**); and
3. **L&T FACILITIES MANAGEMENT LTD (TRADING AS CHRODA FACILITIES MANAGEMENT)** a company incorporated in England and Wales (registered number 07306327) whose registered office is at Suite 209 Second Floor, No 1 Old Hall Street, Liverpool L3 9GH (the **Service Provider**).

BACKGROUND:

- (A) The Client requires that certain cleaning services be provided to it in connection with its business at the Premises (as defined below). The Service Provider is a cleaning service provider.
- (B) The Client wishes to appoint the Service Provider to provide the Services.
- (C) The Client and the Service Provider have agreed that, in consideration of the Client paying the Charges, the Service Provider will provide the Services to the Client on the terms and conditions set out in this Agreement.

AGREED TERMS:

1. **DEFINITIONS, INTERPRETATION AND CONSTRUCTION**

1.1 **Definitions**

In this Agreement the following words and expressions shall, save where the context or the express provisions of this Agreement otherwise requires or admits, have the following respective meanings:

Additional Labour Costs means amounts agreed to be paid by the Client to the Service Provider in addition to or in lieu of the Charges where any Additional Tasks are requested by the Client, at the hourly rates set out in paragraph C of Schedule 2;

Additional Tasks has the meaning given to it in paragraph 1.2.1 of Schedule 1;

Affected Party has the meaning given in clause 14.1;

Agreement Date means the date of this Agreement;

Anti-Slavery Policy means the Client's anti-slavery and human trafficking policy as set out here: <https://downing.com/wp-content/uploads/2023/12/Modern-Slavery-Act-Transparency-Statement-Downing-2023-1.pdf> (as may be updated from time to time);

Applicable Law means the laws of England and Wales and any other laws or regulations, regulatory policies, British standards, guidelines or industry codes which apply to the provision of the Services;

Authorised Recipient has the meaning given in clause 20.3;

Business Day means any day on which banks are generally open for business in the City of London (other than Saturdays, Sundays or public holidays);

CEDR means the Centre for Effective Dispute Resolution;

Change Control Note means a change control note submitted pursuant to the Change Control Procedure;

Change Control Procedure means the procedure contained in Schedule 3;

Change Notice means a notice from the Client to the Service Provider or from the Service Provider to the Client initiating the Change Control Procedure;

Change of Control means any sale or other disposal of any legal, beneficial or equitable interest in fifty percent (50%) or more of the equity share capital of a corporation (including control over the exercise of voting rights conferred on that equity share capital or control over the right to appoint or remove directors) or in respect of any LLP, partnership or sole trader, where there is a 50% or greater change in the ownership or control of the day to day business;

Charges means the charges set out in Schedule 2 payable by the Client for the provision by the Service Provider of the Services;

Client Equipment means any materials, equipment, tools or consumables that are owned or leased by, or otherwise within the control of the Client;

Client Materials means any equipment and tools, drawings, specifications and data supplied by the Client to the Service Provider from time to time;

Commencement Date June 2025;

Confidential Information has the meaning given in clause 20.1;

Contract Year means the period of twelve (12) months commencing on the Commencement Date and each successive twelve (12) month period thereafter;

Data Protection Legislation means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (**DPA 2018**) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party;

Dangerous Substances means those substances which are considered to be hazardous to health and which are covered by the Control of Substances Hazardous to Health Regulations 2002 (as amended), asbestos, lead, substances which are radioactive, stored at high pressure or in extreme temperatures or substances which have explosive or flammable properties;

Disclosing Party and **Receiving Party** have the meanings respectively given to such expressions in clause 20.1;

Dispute means any dispute, claim or difference arising out of or relating to this Agreement;

Dispute Resolution Procedure means the procedure to be followed by the parties in relation to any Dispute, as detailed in clause 13;

Effective Transfer Date means, in respect of any Transferring Service Provider Employee, the date on which the Transfer Event relevant to that Transferring Service Provider Employee occurs;

Force Majeure means any cause affecting, preventing or hindering the performance by a party of its obligations under this Agreement arising from acts, events, omissions or non-events beyond its reasonable control, including:

- (a) any act of God (including lightning, storm, tempest, earthquake and naturally occurring floods);
- (b) any act of war, civil disturbance, riot or unrest or terrorism;
- (c) strikes, lock-outs, labour disputes or industrial disturbances (save where solely affecting one party or its or their respective sub-contractors); and
- (d) malicious damage, fire or explosion (save where attributable to the breach or negligence of the Service Provider and provided that such malicious damage, fire or explosion could not have been prevented by the Service Provider acting in accordance with Good Industry Practice);

but excluding epidemic, pandemic or any industrial dispute relating to the Service Provider, the Service Provider Personnel or any other delay or failure in the Service

Provider's supply chain (including the failure of a sub-contractor or other third party to comply with its contractual obligations to the Service Provider);

Good Industry Practice means using best standards, practices, methods and procedures and exercising that standard of skill, care and diligence which would reasonably be expected of an appropriately qualified, skilled and experienced person in the provision of services similar in nature to the Services;

Initial Term has the meaning given in clause 2.1;

Insurances means the policies of insurance to be held by the Service Provider as listed in Schedule 4 (*Service Provider Insurances*);

Intellectual Property means any and all intellectual property rights of any nature anywhere in the world whether registered, registrable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights 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;

Key Personnel means any member of the Service Provider Personnel who is key to the provision of the Services and any replacement in accordance with the terms of this Agreement;

KPIs means the key performance indicators set out in Schedule 1 – Appendix 6;

Losses means damages, losses, liabilities, claims, actions, costs (on a full indemnity basis) and expenses (including the cost of legal and other professional services (legal costs being on an agent/client, client paying basis) and out of pocket disbursements properly incurred), proceedings, demands and charges whether arising under statute, contract or at common law or otherwise and including any tax thereon, in each case of whatever nature;

Mandatory Training means the training to be completed by the Service Provider Personnel pursuant to Schedule 8;

material breach means any material breach of this Agreement which, to avoid doubt, includes a series of persistent breaches which cumulatively constitute a material breach of this Agreement;

Mediation Agency means CEDR (or such body or organisation that may supersede or replace CEDR from time to time)

Mediation Notice has the meaning given in clause 13.4;

Model Procedure means the standard mediation procedure (and standard mediation agreement) of the Mediation Agency (meaning, in the case of CEDR, its Model Mediation Procedure or any procedure that supersedes or replaces such procedure from time to time);

Nominated Representative means a representative nominated by each of the Client and the Service Provider and notified to the other party to resolve Disputes between the parties;

party means a party to this Agreement and the word **parties** means all of the parties to this Agreement;

Policies means all health and safety rules and regulations, all security requirements and any other Client policies relating to the Premises;

Premises means Blocks A & B, Square Gardens, First St, Manchester and such other premises where the Client requires the Services to be provided.

Quarter means each 3-month period commencing on 1 January, 1 April, 1 July and 1 October in any calendar year (and **Quarterly** shall be construed accordingly);

Relevant Service Provider Employees means those employees of the Service Provider who are wholly or substantially engaged in the provision of the Services (or any services supplemental to the Services) on the Effective Transfer Date and the expression "Service Provider Employee" shall be construed accordingly;

Renewal Term has the meaning given in clause 2.2;

Review Meetings means the monthly review meetings more particularly described in clause 5.3;

Revised Renewal Notice has the meaning given in clause 2.5;

Schedules means the schedules to this Agreement and numbered 1 to 7 (inclusive);

Senior Representatives means a senior representative of the Client and Service Provider nominated and notified to the other party to resolve Disputes in accordance with clause 13.3;

Service Change has the meaning given in clause 9;

Service Levels means the performance standards set out in Schedule 1 (and as calculated in accordance with the relevant Appendix within Schedule 1), in accordance with which the Service Provider is to provide the Services;

Service Provider Insurances means the insurances and levels of cover as more particularly set out in Schedule 4;

Services means the services detailed in Schedule 1 (*Cleaning Services*) and such other services as are agreed between the parties from time to time;

Services Intellectual Property Rights means any Intellectual Property rights created during and/or as a result of or in relation to the provision of the Services;

Service Provider Equipment means any equipment, tools, systems, materials, consumables or facilities provided by the Service Provider and used directly or indirectly in the provision of the Services (including the Cleaning Equipment List (as defined in paragraph 1.2.6 of Schedule 1) but excluding any Client Equipment);

Service Provider Personnel: means Service Provider employees, agents or sub-contractors;

Successor Service Provider means any person appointed (or to be appointed) by the Client to provide the Services or any part of the Services (or any services which supersede or replace the Services) in succession to the Service Provider;

Term means the term of this Agreement, being the Initial Term together with the Renewal Term(s) if applicable;

Transfer Event means the migration of the Services (or any part of the Services) from the Service Provider and/or any of its sub-contractors to the Client or any Successor Service Provider on the termination or expiry of this Agreement;

Transfer Regulations means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);

Transferring Service Provider Employee means a Relevant Service Provider Employee whose contract of employment is transferred pursuant to the Transfer Regulations to the Client or any Successor Service Provider on the occurrence of a Transfer Event;

UK GDPR has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018; and

VAT means value added tax at the rate prevailing at the time of the relevant supply charged in accordance with the provisions of the Value Added Tax Act 1994.

1.2 Interpretation and construction

1.2.1 All clause, paragraph and section headings and marginal notes and references to them in this Agreement are for identification and indexing purposes only. They shall be deemed not to be part of this Agreement and they shall not affect its construction or interpretation.

1.2.2 Where the context otherwise requires, words importing the singular meaning shall include the plural meaning and vice versa and words denoting the masculine gender shall include the feminine and neuter genders.

- 1.2.3 Where the context so admits, words denoting persons shall include natural persons, companies, corporations, firms, partnerships, limited liability partnerships, joint ventures, trusts, voluntary associations and other incorporated and/or unincorporated bodies or other entities (in each case, whether or not having separate legal personality) and all such words shall be construed interchangeably in that manner.
- 1.2.4 A reference to a statutory provision includes a reference to the statutory provision as modified, re-enacted, amended, revised or extended from time to time (and any subordinate legislation made under the statutory provision) before the Agreement Date.
- 1.2.5 References to clauses and the Schedules are to be construed as references to the clauses of, and the Schedules to, this Agreement and references to this Agreement include the Schedules which shall be deemed to have full force and effect as if set out in the main body of this Agreement.
- 1.2.6 In this Agreement, a reference to:
- 1.2.6.1 a paragraph in a Schedule without identifying the location of the paragraph shall be construed as references to such paragraph in that Schedule;
 - 1.2.6.2 this Agreement (or to any specified provision of this Agreement) or any other document shall be construed as references to this Agreement, that provision or that document as in force for the time being and as from time to time amended in accordance with the terms thereof, or, as the case may be, with the agreement of the relevant parties;
 - 1.2.6.3 a person shall include the successors or permitted transferees or assigns of such person and for this purpose permitted assigns includes:
 - 1.2.6.3.1 in relation to a right of a party, any person to whom that right may have been assigned except to the extent that the assignment of that right would be in breach of the provisions of this or any other agreement or deed or prohibited under Applicable Law; and
 - 1.2.6.3.2 in relation to an obligation of a party, any person to whom that obligation may have been assigned with the written agreement of the party to whom the obligation is owed,
- provided that notwithstanding any succession, assignment or transfer, no party shall be relieved from any obligation arising under this Agreement except:

1.2.6.3.2.1 by operation of any Applicable Law;

- 1.2.6.3.2.2 as expressly provided in this Agreement; or
- 1.2.6.3.2.3 with the written agreement of the party to whom the obligation is owed; and
- 1.2.6.4 a time of day shall be a reference to London time;
- 1.2.6.5 **£** and **sterling** or **pounds sterling** denotes the lawful currency of the United Kingdom of Great Britain and Northern Ireland;
- 1.2.6.6 a **month** shall be construed as a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, save that, if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month; and
- 1.2.6.7 **tax** shall be construed so as to include any tax, levy, impost, duty, deduction, withholding or other charge of whatever nature (present or future) levied by or on behalf of any local, municipal, governmental, state, federal or other fiscal, revenue, customs or excise agency, authority, body or official anywhere in the world including HM Revenue & Customs (including any penalty or interest payable in connection therewith or with respect thereto), and the word **taxes** shall be construed accordingly.

1.3 Amounts subject to indexation

Where any amount is stated in this Agreement to be **subject to indexation**, it shall be adjusted annually on 1st April in each year commencing on 1st April 2025 by a percentage equal to the percentage figure in line with the most recently published (prior to 1st April in the relevant year) annual rate of increase in the UK Retail Prices Index 12-month rate as published by the Office for National Statistics (**UK Retail Prices Index**). If the basis of computation of the UK Retail Prices Index shall be changed, any official reconciliation between the two (2) bases of computation published by or on behalf of the Office for National Statistics shall be applied. In the absence of official reconciliation, such adjustments shall be made to the figure of the UK Retail Prices Index as to make it correspond as nearly as possible to the previous method of computation and such adjusted figure shall be considered for the purposes of this Agreement to apply to the exclusion of the actual published figure.

2. COMMENCEMENT AND TERM

- 2.1 This Agreement shall take effect on the Commencement Date and shall unless terminated earlier in accordance with clause 15 continue for a period of thirty-six (36) Months from the Commencement Date (the **Initial Term**).
- 2.2 This Agreement shall be capable of extension for two (2) periods of one (1) Contract Year (each a **Renewal Term**) up to a maximum of two (2) Renewal Terms, at the option

of the Client. The Client shall give written notice to the Service Provider not less than three (3) months prior to expiry of the Initial Term (and where applicable, any Renewal Term) together with written notice of any changes that the Client is seeking to make to the Agreement as a result of the fact that the Agreement is intended to be extended for the Renewal Term (the **Renewal Notice**). If no changes to the Agreement (other than the extension of the Term into a Renewal Term) are proposed by the Client in the Renewal Notice, then the Agreement shall continue automatically upon the expiry of the Initial Term or the Renewal Term, as the case may be. In the event that the Client does propose changes to the Agreement in the Renewal Notice the process in clauses 2.3 - 2.5 (inclusive) below shall apply.

2.3 The Service Provider shall give written notice to the Client as soon as possible and in any event within twenty (20) Business Days after receipt of the Renewal Notice either consenting or refusing such extension on the varied terms proposed by the Client.

2.4 Where the Service Provider consents to any extension in accordance with clause 2.3 above, this Agreement shall continue for the Renewal Term on its then existing terms except as such terms may have been varied by the Client in its Renewal Notice.

2.5 Where the Service Provider does not agree to the extension on the revised terms proposed by the Client in the Renewal Notice, it may, acting reasonably, submit a revised proposal in respect of the changes it would be willing to accept (the **Revised Renewal Notice**). In circumstances where the Client accepts in writing the proposals set out in the Revised Renewal Notice, this Agreement shall continue for the Renewal Term on its then existing terms except as such terms may have been varied by the Revised Renewal Notice.

2.6 Where:

2.6.1 the Client elects not to issue a Renewal Notice; or

2.6.2 the Service Provider does not agree to the extension of this Agreement on the revised terms proposed by the Client in its Renewal Notice and elects not to submit a Revised Renewal Notice; or

2.6.3 the Client does not accept the revised terms proposed by the Service Provider in its Revised Renewal Notice,

this Agreement shall terminate automatically on the expiry of the Initial Term, or any Renewal Term (as applicable).

3. NATURE AND SCOPE OF APPOINTMENT

3.1 The Client appoints the Service Provider to provide the Services to the Client and the Service Provider agrees to provide the Services for the Term in accordance with the terms of this Agreement.

- 3.2 The Service Provider is appointed by the Client on a non-exclusive basis and nothing shall prevent the Client from either itself performing the Services (or similar services) or appointing a third party to do so.

4. **WARRANTIES**

- 4.1 The Service Provider warrants, represents and undertakes that throughout the Term:

- 4.1.1 the Services shall be supplied and performed by an adequate number of appropriately experienced trained and qualified personnel with the level of skill, care and diligence to be expected in the provision of services of the type specified in this Agreement and in a timely, professional and workmanlike manner;
- 4.1.2 the Service Provider Equipment shall be of the highest quality and shall be fit for the purpose for which they are commonly used in relation to the Services;
- 4.1.3 all Service Provider Equipment shall be free from Dangerous Substances (except where the Client's express prior written consent has been provided, which the Client can withhold in its absolute discretion or which as a condition of such consent being provided, the Client can impose such requirement concerning the handling, removal or disposal of the Dangerous Substances that the Client may in its absolute discretion deem necessary, in which case the Service Provider shall observe and comply with all such requirements imposed by the Client pursuant to this clause 4.1.3);
- 4.1.4 it shall obtain and maintain all licences, consents and permits required to perform the Services in compliance with all Applicable Law (including ensuring that all Service Provider Personnel have all relevant licences, consents and permits required to perform the tasks requested of them by the Service Provider in providing the Services); and
- 4.1.5 it shall comply with the Policies in respect of the provision of the Services.

- 4.2 The Service Provider shall:

- 4.2.1 hold all Client Materials in safe custody at its own risk, maintain the Client Materials in good condition until returned to the Client, and not dispose of or use the Client Materials other than in accordance with the Client's written instructions or authorisation;
- 4.2.2 not do or omit to do anything which may cause the Client to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Service Provider acknowledges that the Client may rely or act on the Services; and
- 4.2.3 remove from the Premises (or with the Client's permission, place in the appropriate waste collection receptacles) all rubbish arising from the provision of the Services.

- 4.3 The Service Provider further warrants and represents that it has full capacity and authority to enter into this Agreement.

5. SERVICE PROVISION AND MANAGEMENT

5.1 Service provision

- 5.1.1 The Service Provider shall provide the Services:

- 5.1.1.1 in accordance with the terms of this Agreement;
- 5.1.1.2 with all due skill, care and diligence;
- 5.1.1.3 in accordance with Good Industry Practice;
- 5.1.1.4 in compliance with Applicable Law;
- 5.1.1.5 using its best endeavours to ensure that it does not do anything that may damage the name, reputation or goodwill of the Client or its products, services or brands;
- 5.1.1.6 in accordance with the Client's reasonable instructions; and
- 5.1.1.7 in such a manner as to ensure the Service Levels are achieved or exceeded.

5.2 Management – key personnel

- 5.2.1 The Service Provider shall procure that Key Personnel shall at all times during the Term and where applicable, following termination or expiry (for so long as the Customer shall reasonably require assistance in the handover of the Services to any Successor Service Provider) devote such time and effort in the provision of the Services as is reasonably required to provide a full and efficient service and at levels in keeping with Good Industry Practice.
- 5.2.2 The Service Provider shall ensure that no Key Personnel is summarily dismissed (other than in the event of gross misconduct) without the prior written consent of the Client. The Service Provider shall keep the Client updated of any changes in Key Personnel.

5.3 Management – review meetings

- 5.3.1 The Service Provider and the Client shall participate in a monthly review meeting (or such other frequency as the Client requires from time to time during the Term) (the **Review Meetings**) .
- 5.3.2 The purpose of the Review Meetings shall be to review performance by the Service Provider during the period immediately preceding the Review Meeting and to discuss matters relating to the Services (including the Service Provider's

performance in respect of the Service Levels). Any change to the Services shall be in accordance with the provisions of clause 9 (*Service Change*).

5.4 Management – reporting and monitoring

5.4.1 The Service Provider shall keep full and accurate records of its performance in the provision of the Services including:

5.4.1.1 details of all operational transactions and information required to allow proper monitoring of the provision of the Services;

5.4.1.2 compliance with this Agreement (including compliance with the Service Levels); and

5.4.1.3 the calculation of the Charges (including but not limited to such information as is required to be provided within each invoice pursuant to Paragraph B of Schedule 2),

and shall provide the Client with access to such records, from time to time, for the purposes of:

5.4.1.4 monitoring the provision of the Services by the Service Provider;

5.4.1.5 monitoring compliance with this Agreement (including the Service Levels) by the Service Provider; and

5.4.1.6 verifying the accuracy of all invoices submitted by the Service Provider in relation to the provision of the Services.

5.5 Service Levels

5.5.1 Where any Service is stated in Schedule 1 to be subject to a specific Service Level, the Service Provider shall provide that Service in such a manner as will ensure that the Service Level is achieved or exceeded (as reported in accordance with paragraph 5 of Schedule 1 and calculated in accordance with the relevant Appendix within Schedule 1) during each measurement period.

5.5.2 If the existing Services are varied and/or new Services are added during the Term, the Service Levels for the same will be determined and included within an amendment to Schedule 1.

5.5.3 If any Service Level is not achieved in any measurement period, by failure to achieve the relevant KPIs pass / fail percentage set out in Schedule 1 or otherwise, the Service Provider shall:

5.5.3.1 take such remedial action as is necessary to ensure that the applicable Service Level is achieved in the subsequent measurement periods; and

5.5.3.2 report to the Client on such remedial action and progress against applicable Service Levels in the Review Meeting immediately following the failure to achieve such Service Levels.

6. **EQUIPMENT**

Service Provider Equipment

- 6.1 The Service Provider shall be responsible, at its own cost, for the purchase, supply, storage, maintenance and removal (which shall include the removal of any packaging provided with the Service Provider Equipment) of all and any Service Provider Equipment required to deliver the Services.
- 6.2 Notwithstanding the generality of the foregoing, the Service Provider shall:
 - 6.2.1 be responsible for insuring, repairing and maintaining and replacing as necessary the Service Provider Equipment at its own cost throughout the Term. Such maintenance and repair to be in accordance with the relevant manufacturers' recommendations; and
 - 6.2.2 be responsible for the safekeeping of all Service Provider Equipment and, where relevant, Client Equipment within its control.

Client Equipment

- 6.3 Notwithstanding clause 6.1, in the event that the Service Provider requests the use of any Client Equipment to assist in the provision of the Services and the Client agrees (in its absolute discretion) to provide such Client Equipment to the Service Provider, risk in such Client Equipment shall pass to the Service Provider and such Client Equipment shall remain at the Service Provider's risk until such time that the Client regains physical possession of such Client Equipment.
- 6.4 The Service Provider shall ensure that any such Client Equipment for which it is responsible pursuant to clause 6.3 shall be:
 - 6.4.1 insured against all risks and for its full reinstatement value; and
 - 6.4.2 maintained in good working order and repair; and
 - 6.4.3 marked as property belonging to the Client; and
 - 6.4.4 immediately deliver up to the Client (in no lesser condition than as at the time the Client provided the Client Equipment to the Service Provider save for fair wear and tear) upon termination or expiry of this Agreement; and
 - 6.4.5 only used at the Premises and not removed from the Premises without the prior written agreement of the Client.
- 6.5 In the event of any loss or damage (excluding normal wear and tear) to the Client Equipment provided to the Service Provider in accordance with clause 6.3, the Service

Provider shall, at the Service Provider's own expense, repair or replace (at the option of the Client) such lost or damaged item of Client Equipment and the Service Provider shall ensure that title in such replaced or repaired item shall be vested in the Client.

- 6.6 The Service Provider confirms and acknowledges that notwithstanding the provisions of clauses 6.3 and 6.4, title in the Client Equipment shall at all times remain vested in the Client.

7. USE OF THE CLIENT'S PREMISES

- 7.1 During the Term the Client grants to the Service Provider, on a without charge basis, a licence to enter onto such part or parts of the Premises as shall be required for the purposes of providing the Services.
- 7.2 The Client agrees that the Service Provider may use such storerooms as may from time to time be allocated to it by the Client, and the Service Provider shall keep (without charge to the Client) such store rooms in a clean and tidy condition. The Client shall be entitled to withdraw the use of any store room at any time upon giving forty eight (48) hours notice to the Service Provider and the Service Provider shall vacate such store room(s) prior to the expiry of such notice period, remove all Service Provider Equipment stored within such store room and leave such storeroom in a clean and tidy condition ready for occupation by the Client or such other third party as the Client may determine. The provision of any store room by the Client does not give the Service Provider exclusive use of such store room.
- 7.3 The Client agrees that the Service Provider Personnel may use the rest rooms and toilet facilities of the Client during those hours when the Service Provider Personnel are required to be on the Premises in order to carry out the Services.
- 7.4 The licence granted pursuant to this clause 7 shall not operate or be deemed to operate as a demise of any part or parts of the Premises, and the Service Provider shall not have or be entitled to exclusive possession or any estate right title or interest in such Premises but shall occupy such Premises as a licensee only.
- 7.5 The licence granted pursuant to this clause 7 is personal to the Service Provider and is granted only insofar as such rights are capable of being granted by the Service Provider (whether as a result of any restriction in the title deeds to the relevant Premises or otherwise).
- 7.6 To the extent permitted by Applicable Law and save where otherwise provided under this Agreement, the Client shall not accept any liability for the loss of or damage to any Service Provider Equipment, Client Equipment in the Service Providers control or other materials that the Service Provider may use and/or store at the Premises, save where such loss or damage is caused by the negligence of the Client's employees.

8. SERVICE PERSONNEL

- 8.1 The Service Provider shall ensure that all Service Provider Personnel engaged in the provision of the Services shall receive proper and adequate training (including but not limited to the Mandatory Training) (having regard to the nature of the duties being performed by them) and such on-going training as the Service Provider Personnel may require to enable the Service Provider Personnel to perform the Services in accordance with the provisions of this Agreement.
- 8.2 The Service Provider shall ensure that any Service Provider Personnel carrying out their duties at the Premises do so in an orderly manner, that such Service Provider Personnel are at all times polite, presentable, of good personal hygiene and respectful to the Client, its employees and agents and to members of the public and that they carry out their duties in such a way as to cause no unreasonable or unnecessary disruption to the business of the Client.
- 8.3 The Service Provider shall procure the employment or engagement, payment and management of all Service Provider Personnel necessary to be engaged by the Service Provider for the proper and efficient delivery of the Services, such persons to be employees of the Service Provider.
- 8.4 The Service Provider shall, subject to the provisions of clause 8.9, be responsible for the appointment, remuneration, discipline and dismissal of Service Provider Personnel.
- 8.5 The Service Provider shall obtain a formal written declaration from each prospective member of Service Provider Personnel, consistent with the Rehabilitation of Offenders Act 1974 setting out details concerning:
- 8.5.1 any convictions or guilty verdicts of any court;
- 8.5.2 any condition discharge or any case where the prospective member of Service Provider Personnel has been bound over after being charged with an offence and whether he is currently on probation; and
- 8.5.3 any charge which has not yet been disposed of.
- 8.6 The Service Provider shall prohibit the Service Provider Personnel from smoking at all times whilst on the Premises or outside the Premises. This prohibition includes the use of electronic cigarettes.
- 8.7 The Service Provider shall also ensure that, whilst on the Premises, the Service Provider Personnel are not under the influence of and do not consume any alcohol, drugs or other intoxicants and the Service Provider shall ensure that it has appropriate employment policies in place permitting it to test such Service Provider Personnel for alcohol, drugs or other intoxicants where there is a reasonable belief that such Service Provider Personnel is under the influence of or has consumed any alcohol, drugs or other intoxicants whilst on the Premises.
- 8.8 The Service Provider shall provide to the Service Provider Personnel and require them to wear at all times when on the Premises and providing the Services a staff uniform

and identification badge (in each case, in such form as the Client may reasonably require) and further that they wear appropriate safety and protective clothing when relevant.

- 8.9 If the Client requests (and at the same time provides reasons for such request) any Service Provider Personnel to be removed from the provision of the Services and/or the Premises, the Service Provider will accede to such request and, if required by the Client, will as soon as possible provide a replacement reasonably acceptable to the Client at no additional cost to the Client. The Client agrees not to make any such request vexatiously or frivolously.
- 8.10 Without prejudice to the rights of the Client under clause 8.9, if in the reasonable opinion of the Client or the Service Provider (as appropriate) any Service Provider Personnel is or has become unsuitable to provide the Services then the Service Provider agrees to deal with such Service Provider Personnel (when such Service Provider Personnel is a Service Provider employee) in accordance with the Service Provider's own disciplinary procedures or such other policies or procedures as the Service Provider reasonably deems appropriate.
- 8.11 The Service Provider shall diligently keep a list of all Service Provider Personnel engaged in the provision of the Services (which shall be updated as necessary during the Term) and shall provide a copy of such list to the Client upon request.

9. **SERVICE CHANGE**

The parties agree that any change or proposed change to the nature of provision of the Services or type of Services to be provided by the Service Provider under this Agreement shall be in accordance with the Change Control Procedure as set out in Schedule 3.

10. **LIABILITY**

Service Provider's liability

- 10.1 Subject to clause 10.2, the Service Provider shall be liable to the Client at all times (including after termination of this Agreement) for and agrees to fully indemnify the Client against any Losses suffered or incurred by the Client arising out of breach of this Agreement by the Service Provider or otherwise in relation to the subject matter of this Agreement (whether in negligence, tort or otherwise) save to the extent that any such Losses are directly attributable to the fault or negligence of the Client. The Client shall use reasonable endeavours to minimise any such Losses and the Service Provider shall not take any steps which may increase any such liability or Losses.
- 10.2 Subject to clause 10.3, the aggregate liability of the Service Provider under this Agreement shall in no event exceed ten million pounds sterling (£10,000,000.00) per claim or series of connected claims (but the number of claims shall be unlimited).
- 10.3 The Service Provider does not exclude or limit its liability for:
- 10.3.1 death or personal injury arising as a result of its negligence;

- 10.3.2 fraudulent misrepresentation;
- 10.3.3 any other matter for which its liability cannot be excluded as a matter of law; or
- 10.3.4 any of the indemnities provided by the Service Provider to the Client pursuant to clauses 16, 18 and 19.

Client's liability

10.4 The Client and its employees, agents, sub-contractors or customers shall only be liable for any loss, damage or expenses incurred or suffered by the Service Provider or Service Provider Personnel as a result of any malicious act by the Client's employees, and shall not be liable for Losses arising from accidents or otherwise (howsoever caused) whilst on the Premises save that nothing contained herein shall exclude any liability of the Client for:

- 10.4.1 death or personal injury arising as a result of its negligence;
- 10.4.2 fraudulent misrepresentations or;
- 10.4.3 any other matter for which its liability cannot be excluded as a matter of law.

10.5 Where this Agreement provides an indemnity:

- 10.5.1 the Client and the Service Provider shall each promptly notify the other (the **Indemnifying Party**) if any claim or demand is made or action brought against it to which an indemnity may apply;
- 10.5.2 the Indemnifying Party shall at its own expense conduct any litigation arising therefrom and all negotiations in connection thereof and the other party hereby agrees to grant to the Indemnifying Party exclusive control of any such litigation and such negotiations;
- 10.5.3 the other party shall at the request of the Indemnifying Party afford to the Indemnifying Party all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the other party to which an indemnity may apply provided that the Indemnifying Party shall reimburse the other party for all costs and expenses (including but not limited to reasonable legal costs and disbursements on a solicitor and client basis) incurred in so doing; and
- 10.5.4 the other party shall not knowingly make any admissions which may be prejudicial to the defence or settlement of any claim demand or action to which an indemnity may apply.

11. **INSURANCE**

- 11.1 The Service Provider shall during the Term take out and maintain in full force and effect the Insurances for the sums insured and/or the limits of indemnity set out in Schedule 4.
- 11.2 The Service Provider shall, on request from the Client, produce evidence as to the terms of the Service Provider Insurances and that they are in full force and effect.
- 11.3 If the Service Provider fails to maintain any of the Service Provider Insurances, the Client may itself insure against the risks concerned. The premiums so paid by the Client shall be reimbursed by the Service Provider on demand (as a debt due) and may be set off by the Client against any Charges due and payable to the Service Provider.

12. CHARGES AND PAYMENT

Charges

- 12.1 In consideration of the provision by the Service Provider of the Services, the Client shall pay to the Service Provider the Charges (subject always to clause 12.5).
- 12.2 The Service Provider shall issue to the Client in respect of the Charges monthly invoices in arrears within seven (7) days after the end of the month to which the Charges relate.
- 12.3 All invoices issued by the Service Provider under this Agreement shall contain full details of the Services provided and shall be accompanied by sufficient supporting documentation to allow the Client to establish the accuracy or otherwise of the invoices.
- 12.4 Payment of the Charges shall be made in pounds sterling within forty-five (45) days of receipt by the Client of a valid VAT invoice by cheque to the address as the Service Provider shall notify to the Client from time to time.
- 12.5 In the event that the Services in relation to any of the constituent elements of the Charges as set out in Schedule 2, are not performed by the Service Provider, either at all or to the performance standards, frequency and timescales pursuant to this Agreement (including the Service Levels) (**Failed Service**), then the Client shall be entitled to deduct the Charges applicable to the Failed Service from any invoice raised by the Service Provider subsequent to such performance failure being notified, or becoming apparent to, the Client. Payment by the Client of the lesser sum calculated in accordance with this clause 12.5 shall constitute valid payment of such invoice for the purposes of this clause 12.

Set-off

- 12.6 The Client reserves the right to deduct from any monies due or owing or which may become due or owing to the Service Provider under this Agreement or any other agreement between the parties any monies due or recoverable from the Service Provider. The Service Provider shall not be entitled to deduct from any sums due or owing or which may become due or owing to the Client any monies due or recoverable from the Client to the Service Provider.

Disputed payments

- 12.7 If the payment of any amount is the subject of a bona fide Dispute then any undisputed element of that amount shall be paid and the disputed element shall be withheld by the paying party and shall be dealt with in accordance with the Dispute Resolution Procedure.

Value Added Tax

- 12.8 The Charges are exclusive of VAT. The Client shall pay any VAT payable on the Charges at the rate and in the manner prescribed by law in the United Kingdom from time to time.

Default interest

- 12.9 The parties shall pay interest on any amount payable by that party under this Agreement not paid on the due date and which is not the subject of a bona fide Dispute, for the period from that date to the date of payment at the rate of two percent (2%) per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis and be compounded quarterly. The parties agree that this constitutes a substantial remedy in terms of the Late Payment of Commercial Debts (Interest) Act 1998.

13. **DISPUTE RESOLUTION**

- 13.1 All Disputes between the parties shall be referred to the Nominated Representatives for resolution.
- 13.2 If a Dispute cannot be resolved by the Nominated Representatives within a maximum of ten (10) Business Days after it has been referred under clause 13.1, that Dispute shall be referred to the Senior Representatives for resolution.
- 13.3 If a Dispute cannot be resolved by the Senior Representatives within a maximum of ten (10) Business Days after it has been referred under clause 13.2, the parties shall attempt to settle the Dispute by referring the Dispute for mediation in accordance with clause 13.4.
- 13.4 To initiate a mediation, either parties Senior Representative shall give notice (a **Mediation Notice**) to the other parties' Senior Representative requesting a mediation in accordance with this clause 13;
- 13.5 The party initiating the mediation shall refer the Dispute for mediation under the supervision of the Mediation Agency (simultaneously notifying the other party of such referral), in which case:
- 13.5.1 the mediator shall be a registered or panel mediator of the Mediation Agency appointed by the Mediation Agency; and

- 13.5.2 the procedure in the Model Procedure will (subject to amendment to take account of any relevant provisions in this Agreement or any other agreement which the parties may enter into in relation to the conduct of the mediation) apply.
- 13.6 Unless agreed otherwise, each party shall bear its own costs of a mediation and the mediation will start not later than ten (10) Business Days after the date of the Mediation Notice.
- 13.7 Where the Dispute remains unresolved following mediation, or sixty (60) days after the service of the Mediation Notice, the parties shall be free to commence proceedings in relation to the Dispute in accordance with clause 27.
- 13.8 Work and activity to be carried out, and in particular the provision by the Service Provider of the Services, and compliance with all other obligations under this Agreement, shall (where possible) not cease or be delayed by the invocation of the Dispute Resolution Procedure.
- 13.9 The parties acknowledge that, notwithstanding the provisions of this clause 13, nothing in this Agreement shall prevent any party from bringing proceedings in any court of competent jurisdiction for any interim or interlocutory relief or to protect its assets or the Intellectual Property rights or Confidential Information of that party.

14. **FORCE MAJEURE**

- 14.1 If a party (the **Affected Party**) is prevented, hindered or delayed from or in performing any of its obligations under this Agreement (other than a payment obligation) by a Force Majeure Event:
- 14.1.1 as soon as reasonably possible after the start of the Force Majeure Event, the Affected Party shall notify the other party of the Force Majeure Event, the date on which the Force Majeure Event started, and the effects of the Force Majeure Event on its ability to perform its obligations under this Agreement;
- 14.1.2 the Affected Party shall not be deemed to be in breach of this Agreement, or otherwise be liable to the other party, by reason of any delay in performance, or non-performance, of any of its obligations under this Agreement to the extent that such delay or non-performance, is due to any Force Majeure Event of which it has notified the other party and (subject to clause 14.1.3) the time for performance of that obligation shall be extended appropriately;
- 14.1.3 the Affected Party shall use all reasonable endeavours to mitigate the effects of the Force Majeure Event on the performance of its obligations under this Agreement; and
- 14.1.4 as soon as reasonably possible after the end of the Force Majeure Event, the Affected Party shall notify the other party that the Force Majeure Event has ended and shall resume performance of its obligations under this Agreement.

14.2 Either the Client or the Service Provider shall be entitled to terminate this Agreement forthwith if the effect of any Force Majeure Event in relation to the provision of the Services which has been notified to the other party in terms of clause 14.1 continues for a period greater than three (3) months. No party shall have any liability to the other party in respect of termination of this Agreement due to a Force Majeure Event, but rights and liabilities which have accrued prior to termination shall subsist.

14.3 Upon the occurrence of a Force Majeure Event affecting the Service Provider, the Client may (without prejudice to any of its other rights, including the right subsequently to terminate this Agreement) make such arrangements as it considers appropriate or desirable in its absolute discretion for the continued provision of the Services including from any third party appointed by the Client, during the continuance of the Force Majeure Event. Where the Client requests assistance from the Service Provider in relation to such arrangements (and they are not costed for and payable in terms of this Agreement) the Client agrees to meet the additional costs reasonably and properly incurred by the Service Provider in providing such assistance.

15. **TERMINATION**

15.1 The Client may terminate this Agreement without any liability by giving to the Service Provider not less than three (3) months' notice in writing.

15.2 **Force Majeure**

Either party has the right to terminate this Agreement in accordance with the provisions of clause 14.2.

15.3 **Service Provider Default**

The Client may terminate this Agreement with immediate effect by notice to the Service Provider if:

Service Provider breach

15.3.1 the Service Provider is in breach of an obligation under this Agreement (or any other similar agreement the Service Provider is a party to in relation to the provision of services similar to the Services at premises other than the Premises which was entered into on or around the date of this Agreement and linked to the tender process for this Agreement (**Related Agreement**)) which is not capable of remedy or if the breach is capable of remedy the Service Provider has failed to take all reasonable steps to remedy such breach within a period of seven (7) days after being given notice by the Client to remedy the breach (such notice shall specify the breach and include a statement that it intends to exercise its right of termination if such default is not so remedied);

15.3.2 the Service Provider repeatedly breaches any of the terms of this Agreement in such a manner as to reasonably justify the opinion that its conduct is

inconsistent with it having the intention or ability to give effect to the terms of this Agreement;

Service Provider insolvency

15.3.3 a petition is presented (and not being withdrawn or dismissed within twenty (20) Business Days) or a resolution is passed or an order is made for the winding-up bankruptcy or dissolution of the Service Provider (save for the purpose of a voluntary reconstruction or amalgamation previously approved by the Client (such approval not to be unreasonably withheld or delayed)); or

15.3.4 the Service Provider suffers any event analogous to the events set out in clause 15.3.3 in any jurisdiction in which it is incorporated or resident;

Change of Control

15.3.5 if the Service Provider is subject to a Change of Control; or

Change of management

15.3.6 if the Service Provider is subject to a change of organisation methods of control or management.

15.4 Client default

The Service Provider may terminate this Agreement with immediate effect by notice to the Client if:

Client breach

15.4.1 the Client is in material breach of an obligation under this Agreement and if the breach is capable of remedy the Client has failed to remedy such breach within a period of thirty (30) days after being given notice by the Service Provider to remedy the breach (such notice shall specify the breach and include a statement that it intends to exercise its right of termination if such default is not so remedied and specify the remedial action that it requires the Client to take);

15.4.2 the Client has failed to pay by the due date any sum properly due (a payment which is disputed pursuant to clause 12.7 shall not fall within this clause) and owing by it to the Service Provider under this Agreement and such non-payment continued unremedied at the expiry of a period of thirty (30) days following notification by the Service Provider of such non-payment by the Client;

Client insolvency

15.4.3 a petition is presented (and not being withdrawn or dismissed within twenty (20) Business Days) or a resolution is passed or an order is made for the winding-up bankruptcy or dissolution of the Client (save for the purpose of a voluntary

reconstruction or amalgamation previously approved by the Service Provider (such approval not to be unreasonably withheld or delayed); or

- 15.4.4 the Client suffers any event analogous to the events set out in clause 15.4.3. in any jurisdiction in which it is incorporated or resident in which it is incorporated or resident.

16. CONSEQUENCES OF TERMINATION OR EXPIRY

- 16.1 Upon the expiry or termination of this Agreement for any reason, the Client shall (subject to clause 12.7) pay to the Service Provider all arrears of Charges and any other sums due to the Service Provider, less any applicable deductions pursuant to clause 12.6, under this Agreement within thirty (30) days of the date of expiry or termination.
- 16.2 The Service Provider shall at the date of termination or expiry and in any event within five (5) Business Days from the date of expiry or termination of this Agreement:
- 16.2.1 return to the Client (or, at the Client's direction, destroy and provide a certificate confirming destruction of) all original and copy documentation containing Confidential Information of the Client (or any Client Materials);
- 16.2.2 remove or obliterate any logos, designs, trade marks, service marks, trade and/or business names and/or other branding or other Intellectual Property rights of the Client from all and any materials, clothing and (non-Client) Equipment used in connection with the provision of the Services to the Client in the possession custody or control of the Service Provider, or, at the request of the Client, return any such materials, clothing and equipment to the Client; and
- 16.2.3 return all Client Equipment to the Client in accordance with clause 6.4.4.
- 16.3 The parties shall liaise in order to ensure the orderly withdrawal of the Services by the Service Provider and the Nominated Representatives shall meet to discuss and endeavour to agree a strategy for the withdrawal of the Services.
- 16.4 On expiry or termination of this Agreement for any reason the Service Provider shall:
- 16.4.1 provide all reasonable assistance to the Client to ensure an orderly handover of the Services to a Successor Service Provider;
- 16.4.2 ensure that the handover is carried out with the minimum inconvenience and disruption to the Client and its business; and
- 16.4.3 appoint a Key Personnel of the Service Provider to act as termination manager to:
- 16.4.3.1 co-ordinate the transition of Services to a Successor Service Provider;

16.4.3.2 co-operate with the Client;

16.4.3.3 provide all assistance reasonably required by the Client in arranging and ensuring as far as reasonably practicable, a seamless handover of the Services to a Successor Service Provider.

16.5 Termination of this Agreement shall be without prejudice to the accrued rights and liabilities of the parties and shall not affect any continuing obligations of the parties under this Agreement. Without prejudice to that generality, the provisions of clauses 1, 5.4, 6.4.4, 10, 12, 13, 16.2, 16.6, 17, 18.7, 19, 20, 21, 23, and 27 shall survive the termination of this Agreement for any reason, or the expiry of this Agreement.

Transfer Regulations

16.6 The parties acknowledge that the Transfer Regulations may apply upon the termination or expiry of this Agreement, and the transfer of the provision of the Services to the Client and/or a Successor Service Provider. In the event that the Transfer Regulations do apply, the parties agree as set out below.

16.7 During the period commencing on the date on which notice of termination of this Agreement is served or, the period three months prior to the date of expiry of the Agreement, or if longer, adopting the prescribed period for consultation set out in the Transfer Regulations prior to expiry of this Agreement and ending on the Transfer Event (subject to any restrictions imposed by Applicable Law including any obligation under the Data Protection Legislation) the Service Provider shall, within ten (10) Business Days of a written request from the Client, provide such information as the Client may reasonably require regarding the Relevant Service Provider Employees.

16.8 The Service Provider shall provide to the Client in writing details of any change to information provided pursuant to clause 16.7 (including any changes which will have effect after the Transfer Event) as soon as reasonably practicable and, in any event, within five Business Days of the Service Provider becoming aware of such change.

16.9 The Service Provider acknowledges and agrees that the Client shall be entitled to provide information provided pursuant to clause 16.7 (and details of any changes to that information) to any Successor Service Provider in connection with any re-tendering of the Services, subject to first having obtained from the potential Successor Service Provider reasonable confidentiality undertakings in respect of the information.

16.10 The Service Provider shall use its reasonable endeavours to clarify any matter in connection with the information provided pursuant to clause 16.7 on which clarification is reasonably requested by the Client or any potential Successor Service Provider.

Restrictions on dealings with Relevant Service Provider Employees

16.11 During the period commencing on the date on which notice of termination is served and ending on the Transfer Event, the Service Provider shall not, and shall procure that any of its sub-contractors shall not, in respect of any Relevant Service Provider Employee

who is at that time assigned in whole or in part to providing the Services, save as required by the terms of any contract of employment, collective agreement, or otherwise by Applicable Law, without the prior written approval of the Client (such approval not to be unreasonably withheld or delayed):

16.11.1 vary (or propose or promise to vary) any of the terms and conditions of employment of any such Relevant Service Provider Employee or introduce any new custom or practice;

16.11.2 make any material changes to the duties of any such Relevant Service Provider Employee (including materially reducing or varying the involvement of any employee on the Services);

16.11.3 re-deploy any such Relevant Service Provider Employee or transfer any such Relevant Service Provider Employee away from working on the Services;

16.11.4 terminate (or serve notice to terminate) the employment of any such Relevant Service Provider Employee (other than in response to the relevant employee's gross misconduct, or material breach of contract);

16.11.5 recruit (or make any offer to recruit) or employ any employee, contractor, sub-contractor or consultant to be employed or engaged on the Services; or

16.11.6 assign or deploy (or purport or promise to assign or deploy) any person other than the Relevant Service Provider Employees to work in whole or in part in the provision of the Services.

Relevant Service Provider Employees

16.12 The Service Provider and the Client shall (and the Client shall procure that any Successor Service Provider shall) comply fully with their obligations under the Transfer Regulations to inform and consult with Relevant Service Provider Personnel. In particular:

16.12.1 the Service Provider and the Client shall (and the Client shall procure that any Successor Service Provider shall) provide reasonable assistance to, co-operate with, and keep each other fully informed regarding any information they propose to give to, or any consultation they propose to have with, the Relevant Service Provider Employees and/or their appropriate representatives regarding or in connection with the Transfer Event;

16.12.2 the Service Provider shall give reasonable assistance to the Client and (at the request of the Client) any Successor Service Provider and such other persons as it or they may determine, to communicate and meet with the Relevant Service Provider Employees and appropriate representatives including providing reasonable access during normal business hours to the Relevant Service Provider Employees and appropriate representatives; and

16.12.3 the Service Provider shall provide the Client and (at the request of the Client) any Successor Service Provider with such other reasonable assistance requested, to procure the efficient and lawful transfer of any Relevant Service Provider Employee.

16.13 The Service Provider:

16.13.1 shall be responsible for all emoluments and outgoings in respect of the Transferring Service Provider Employees (including all wages, bonuses, commissions, benefits, pension contributions, PAYE, national insurance contributions or otherwise) prior to the Effective Transfer Date; and

16.13.2 covenants with the Client (for itself and as trustee for any Successor Service Provider) to fully indemnify, defend and hold harmless the Client and/or any Successor Service Provider for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of which the Client and/or the relevant Successor Service Provider, or otherwise, may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating to the matters listed in clause 16.13.1.

16.14 The Service Provider shall be liable for and covenants with the Client (for itself and as trustee for any Successor Service Provider) to fully indemnify, defend and hold harmless the Client and/or any Successor Service Provider for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence, which the Client and/or any Successor Service Provider may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating to any or all of the following:

16.14.1 any claim by any Transferring Service Provider Employee in respect of redundancy, unfair dismissal and any other claim whatsoever within the jurisdiction of an employment tribunal, wrongful dismissal, breach of contract, any other claim arising at common law, sex, disability or race discrimination, discrimination on the grounds of sexual orientation religion belief or age, equal pay, unlawful deduction from wages, any claim in tort or otherwise (in all cases whether arising under UK or European law) arising out of any act, default or omission of the Service Provider or any sub-contractor of the Service Provider in relation to the Transferring Service Provider Employees prior to the Effective Transfer Date which shall be deemed to include the cessation of the Transferring Service Provider Employees' employment with the Service Provider or any sub-contractor of the Service Provider (as the case may be);

16.14.2 any claim (including any individual employee entitlement under or consequent on such claim) by any employee, trade union or staff association or any other employee representative (whether or not recognised by the Service Provider or any sub-contractor of the Service Provider in respect of all or any of the Transferring Service Provider Employees) within the meaning of the Transfer

Regulations arising from or connected with any failure by the Service Provider or any sub-contractor of the Service Provider to comply with any legal obligation to such trade unions, staff associations or employee representatives within the meaning of the Transfer Regulations under the Transfer Regulations whether such claim arises or has its origin before or after the Effective Transfer Date, save to the extent that any such failure by the Service Provider or any sub-contractor of the Service Provider has been caused directly or indirectly by the act or omission of the Client;

16.14.3 any claim by a Transferring Service Provider Employee that:

16.14.3.1 the identity of the Client is to the detriment of that Transferring Service Provider Employee; or

16.14.3.2 that the terms and conditions to be provided by the Client (or any Successor Service Provider) are to the detriment of that Transferring Service Provider Employee (whether such claim arises or has its origin before or after the Effective Transfer Date);

16.14.4 any claim by a Transferring Service Provider Employee on the ground that such Transferring Service Provider Employee has suffered any loss, harm or damage in relation to pension rights (including the calculation of any transfer value of accrued rights on transfer) or generally that the Client (or any Successor Service Provider) has provided pension rights less advantageous than those applicable to Transferring Service Provider Employees whilst employed by the Service Provider;

16.14.5 a transfer to the Client and/or any Successor Service Provider of any obligation or liability or right of a Transferring Service Provider Employee arising from an occupational pension scheme of which the Transferring Service Provider Employee was a member which relates to any matter, right or claim otherwise than in relation to age, invalidity or survivor's benefits under such scheme, including any right or claim a Transferring Service Provider Employee may have to an enhanced redundancy payment or to a lump sum on retirement or redundancy or to payment of an immediate pension on early retirement. This indemnity shall include the full cost that the Client and/or any Successor Service Provider may incur in meeting any such claim, right, liability or obligation; or

16.14.6 any claim or demand by any employee of the Service Provider or any sub-contractor of the Service Provider (whether or not his employment has ended) who is not a Transferring Service Provider Employee in respect of any matter whatsoever (including any claim for breach of contract or wrongful or unfair dismissal) whether arising before or after the Effective Transfer Date.

16.15 Without prejudice to the generality of clause 16.14, where the Client and/or any Successor Service Provider is entitled to any indemnity from the Service Provider, the Client and/or the relevant Successor Service Provider may at its discretion defend,

settle or compromise any claim referred to within the indemnity and the Service Provider shall be liable for and covenants with the Client (for itself and as trustee for any Successor Service Provider) to fully indemnify, defend and hold harmless the Client and/or any Successor Service Provider for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence, or otherwise, which the Client and/or any Successor Service Provider may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating thereto.

- 16.16 If the contract of employment of any person is transferred to the Client and/or any Successor Service Provider under the Transfer Regulations and either the Service Provider or any of its sub-contractors does not offer to re-employ such person or such person elects not to accept any offer to re-employ made by the Service Provider or any of its sub-contractors:

16.16.1 the Client and/or any Successor Service Provider may terminate such contract of employment within 90 Business Days of receipt of notification from the Service Provider that either no offer has been made or an offer has been made and not accepted; and

16.16.2 the Service Provider shall be liable for and covenants with the Client (for itself and as trustee for any Successor Service Provider) to fully indemnify, defend and hold harmless the Client and/or any Successor Service Provider for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence, which the Client and/or any Successor Service Provider may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating to such termination (including, to avoid doubt, any employment costs).

17. **INTELLECTUAL PROPERTY RIGHTS**

- 17.1 All right, title and interest in and to any Services Intellectual Property Rights created by or on behalf of the Service Provider and all renewals and extensions thereof shall be the property of and vest in the Client, and the Service Provider assigns, including by way of present assignment of future rights, such Services Intellectual Property Rights to the Client with full title guarantee and free from all encumbrances and other rights of whatever nature exercisable by any third party, together with the right to take action for any past, present and future damages and other remedies in respect of any infringement or alleged infringement of such Services Intellectual Property Rights. The Service Provider shall procure that any and all Service Provider Personnel waive any moral rights in relation to the Services Intellectual Property Rights.

- 17.2 The Client grants to the Service Provider a non-exclusive, non-transferable, royalty-free licence for the Term to use:

17.2.1 the Services Intellectual Property Rights for the sole purpose of carrying out its obligations under this Agreement; and

17.2.2 any Intellectual Property rights owned by the Client which are necessary to permit, and for the sole purpose of permitting, the Service Provider to provide the Services in accordance with this Agreement;

such licence to expire on the expiry or termination of this Agreement.

17.3 Other than as set out in clause 17.2, the Service Provider shall not have and shall not acquire any rights in or to any Intellectual Property rights owned by the Client.

18. DATA PROTECTION

For the purposes of this clause 18, the words and expressions **process, processing, processed, Personal Data, Personal Data Breach, Data Subject, Data Controller, Data Processor** and **appropriate technical and organisational measures** shall have the meanings set out in the Data Protection Legislation.

18.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

18.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Service Provider is the Data Processor. Schedule 7 sets out the scope, nature and purpose of processing by the Service Provider, the duration of the processing and the types of Personal Data and categories of Data Subject.

18.3 Without prejudice to the generality of clause 18.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Service Provider for the duration and purposes of this Agreement.

18.4 Without prejudice to the generality of clause 18.1, the Service Provider shall, in relation to any Personal Data processed in connection with the performance by the Service Provider of its obligations under this Agreement:

18.4.1 process that Personal Data only on the written instructions of the Client unless the Service Provider is required by Data Protection Legislation to otherwise process Personal Data. Where the Service Provider is relying on Data Protection Legislation as the basis for processing Personal Data, the Service Provider shall promptly notify the Client of this before performing the processing required by Data Protection Legislation unless the Data Protection Legislation prohibits the Service Provider from so notifying the Client;

18.4.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state

of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it);

18.4.3 ensure that all Service Provider Personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

18.4.4 not transfer any Personal Data outside of the UK or European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

18.4.4.1 the Client or the Service Provider has provided appropriate safeguards in relation to the transfer;

18.4.4.2 the Data Subject has enforceable rights and effective legal remedies;

18.4.4.3 the Service Provider complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

18.4.4.4 the Service Provider complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

18.4.5 assist the Client in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

18.4.6 notify the Client promptly, but in any event within 24 hours, from the point at which it becomes aware of a Personal Data Breach;

18.4.7 at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Agreement unless required by Data Protection Legislation to store the Personal Data; and

18.4.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 18 and its obligations pursuant to Data Protection Legislation, and allow for audits by the Client or the Client's designated auditor and immediately inform the Customer if, in the opinion of the Service Provider, an instruction infringes the Data Protection Legislation.

18.5 The Client does not consent to the Service Provider appointing any third party processor of Personal Data under this Agreement.

18.6 The parties may agree to revise this clause 18 by replacing it with any applicable Data Controller to Data Processor standard clauses or similar terms adopted under the Data Protection Legislation or forming part of an applicable certification scheme (which shall

apply when replaced by attachment to this Agreement, recorded as a variation in accordance with clause 23.3.1).

- 18.7 The Service Provider shall be liable for and covenants with the Client to fully indemnify, defend and hold harmless the Client for and against all and any Losses, regardless of whether based in whole or in part on strict liability, wilful or intentional misconduct, or ordinary or gross negligence of the Client, or otherwise, which the Client may suffer or incur (whether directly or indirectly) as a result or as a consequence of, or arising out of or in connection with, any claim relating to any breach by the Service Provider of its obligations under this clause 18 and/or the Data Protection Legislation.

19. **ANTI-BRIBERY AND CORRUPTION AND ANTI-SLAVERY**

Anti-Bribery and Corruption

- 19.1 At all times while performing the Services under this Agreement, the Service Provider warrants and confirms that in connection with (i) any transaction contemplated under this Agreement; (ii) any matter pertaining directly or indirectly to this Agreement, including without limitation the negotiation of this Agreement and the fulfilment of the Service Provider's obligations hereunder; or (iii) any other transactions in respect of the Premises:

19.1.1 it has not violated and undertakes that it will not violate any applicable relevant anti-bribery laws and regulations, including, but not limited to the U.S. Foreign Corrupt Practices Act, the UK Bribery Act 2010 and other analogous legislation in force in the jurisdiction where the Service Provider or the Client is domiciled and operates (the **Anti-Bribery Laws**);

19.1.2 it has not and shall not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the United Kingdom;

19.1.3 it has not and undertakes that it shall not engage in any of the following conduct: making of payments or transfers of value, offers, promises or giving of any financial or other advantage, or requests, agreements to receive or acceptances of any financial or other advantage, either directly or indirectly, which have the purpose or effect of public or commercial bribery or acceptance of or acquiescence in bribery, extortion, facilitation payments or other unlawful or improper means of obtaining or retaining business, commercial advantage or the improper performance of any function or activity; and

19.1.4 it shall procure the compliance with the provisions of this clause 19 from its own associated persons, agents, sub-distributors, delegates or subcontractors as may be used for the Service Provider's fulfilment of obligations under this Agreement.

- 19.2 The Service Provider warrants and represents that it has in place and shall maintain at all times policies and procedures designed to ensure compliance with the Anti-Bribery

Laws, including adequate procedures under the Bribery Act 2010, and will enforce them where appropriate.

Anti-Slavery

- 19.3 For the purposes of this clause 19 **Anti-Slavery Policy** has the meaning set out in Schedule 5 (Anti-Slavery Requirements) and **Anti-Slavery Requirements** means the Anti-Slavery Policy and the anti-slavery and human trafficking provisions set out in Schedule 5 (Anti-Slavery Requirements).
- 19.4 The Service Provider represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Anti-Slavery Requirements.
- 19.5 The Service Providers represents and warrants that neither the Service Provider nor any of its officers, employees or other persons associated with it:
- 19.5.1 has been convicted of any offence involving slavery or human trafficking; or
- 19.5.2 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.
- 19.6 The Service Provider shall notify the Client as soon as it becomes aware of:
- 19.6.1 any breach, or potential breach, of the Anti-Slavery Requirements; or
- 19.6.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 19.7 If the Client consents to the Service Provider subcontracting its obligations pursuant to clause 24.2, the Service Provider shall implement an appropriate system of due diligence, audit and training, for itself and its suppliers, subcontractors and other participants in its supply chains, designed to ensure compliance with the Anti-Slavery Requirements and to ensure there is no slavery or human trafficking in its supply chains.

Client remedies for breach of Anti-Bribery and Corruption and Anti-Slavery requirements

- 19.8 The Service Provider shall give notice in writing to the Client immediately upon becoming aware of any breach, or of any circumstances likely to lead to a breach, of clause 19.
- 19.9 The Service Provider shall cooperate at its own cost with any investigation carried out by the Client into any actual or suspected breach of clause 19, and will give the Client access to its records to the extent reasonably necessary for the Client to carry out such investigation. Without limiting its other rights or remedies pursuant to this Agreement, the Client may suspend the Services and/or this Agreement as part of any investigation into any actual or suspected breach of clause 19. The Client agrees to act reasonably when relying on this clause 19.

19.10 The Service Provider shall indemnify and keep the Client indemnified against all Losses suffered or incurred by the Client as a result of or in connection with any breach by the Service Provider, or any Service Provider Personnel or anyone acting on behalf of that party, of this clause 19.

19.11 A breach of this clause 19 by the Service Provider shall be a material breach incapable of remedy pursuant to clause 15.3.1.

20. **CONFIDENTIAL INFORMATION**

20.1 In this clause 20, **Confidential Information** means all information (marked as confidential or similar, or described as such at the time of disclosure, or which ought reasonably be considered as confidential given the nature and circumstances of its disclosure) disclosed (whether in writing, orally or by another means and whether directly or indirectly) by a party (the **Disclosing Party**) to the other party (the **Receiving Party**) whether before or after the Agreement Date including information relating to the Disclosing Party's products, operations, processes, plans or intentions, product information, know-how, trade secrets and other Intellectual Property, market opportunities, business affairs, financial information and other confidential information.

20.2 During the Term and after expiry or termination of this Agreement for any reason, the Receiving Party:

20.2.1 may not use Confidential Information for any purpose other than the performance of its obligations under this Agreement;

20.2.2 may not disclose Confidential Information to a person except with the prior written consent of the Disclosing Party or in accordance with clauses 20.3 and 20.4; and

20.2.3 shall make every effort to prevent the use or disclosure of Confidential Information, including by restricting access to Confidential Information.

20.3 During the Term, the Receiving Party may disclose Confidential Information to any of its directors, other officers and employees (each an **Authorised Recipient**), to the extent that disclosure is necessary for the purposes of this Agreement.

20.4 Before disclosure of Confidential Information to an Authorised Recipient, the Receiving Party shall ensure that the Authorised Recipient executes a confidentiality agreement in favour of the Disclosing Party in a form approved by the Disclosing Party. The Receiving Party shall ensure that the Authorised Recipient at all times complies with the confidentiality agreement.

20.5 Clauses 20.2 to 20.4 do not apply to Confidential Information which:

20.5.1 is, at the Agreement Date, or at any time after that date becomes, publicly known other than by the Receiving Party's or Authorised Recipient's breach of this Agreement;

20.5.2 can be shown by the Receiving Party to the Disclosing Party's satisfaction to have been known by the Receiving Party before disclosure by the Disclosing Party to the Receiving Party; or

20.5.3 is required to be disclosed under Applicable Law or a court of competent jurisdiction.

21. ANNOUNCEMENTS

21.1 Subject to clause 21.2, neither party shall issue any press release or other public document, or make any public statement, containing or otherwise disclose to any person who is not a party, information which relates to or is connected with or arises out of this Agreement or the matters contained in it, without the prior written approval of the other party (as to its content and the manner and extent of its publication, such approval not to be unreasonably withheld or delayed). The parties shall consult together upon the form of any such press release, document or statement and the other party shall promptly provide such information and comment as the party issuing such press release, document or statement may from time-to-time reasonably request.

21.2 The provisions of clause 21.1 shall not apply to disclosure of matters required to be made:

21.2.1 by virtue of the regulations of the UK Listing Authority (as competent authority for the purposes of the Financial Services and Markets Act 2000 and/or the Financial Services Act 2012), the London Stock Exchange or The Panel on Takeovers and Mergers;

21.2.2 by any court or governmental or administrative authority competent to require the same; or

21.2.3 by any Applicable Law.

22. COSTS

Each party shall pay its own costs relating to the negotiation, preparation, execution and implementation by it of this Agreement and of each document referred to in it.

23. GENERAL

23.1 Entire Agreement

23.1.1 Unless otherwise stated in this Agreement, this Agreement constitutes the entire understanding between the parties in relation to its subject matter and supersedes and extinguishes all prior agreements, representations, warranties, communications, negotiations and understandings concerning the subject matter of this Agreement. No party has relied on any warranty or representation except as expressly set out in this Agreement.

23.1.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement.

23.1.3 Each Party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Agreement.

23.2 No partnership or agency

Nothing in this Agreement is intended to or shall operate to, create or imply any partnership between the parties or be deemed to constitute either of the parties as agent of the other and neither shall without in each case obtaining the prior written consent of the other to incur any expenses on behalf of the other or to commit the other in any way whatsoever including pledging or purporting to pledge its credit or otherwise bind it for any purpose whatsoever.

23.3 Variation and waiver

23.3.1 Subject to the Change Control Procedure at schedule 3, no variation of this Agreement shall be valid and effective unless it is in writing and signed by each of the parties or by a duly authorised representative on behalf of each party.

23.3.2 No waiver or forbearance by the Client in enforcing any of its rights under this Agreement shall prejudice or affect the ability of the Client to enforce such right or any rights hereunder or at law or any time in the future. Without prejudice to the foregoing it is agreed that a waiver of a right on one occasion shall not constitute a waiver of such right in the future. No waiver shall be effective unless in writing and signed by the Client's representative and shall not be deemed a waiver of any subsequent breach or default.

23.4 Severance

If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Agreement..

23.5 Nature of rights

Except where this Agreement provides otherwise, the rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided under Applicable Law.

23.6 Further assurance

Each party shall, and shall use its reasonable endeavours to procure that any necessary third parties shall, (at the cost of that party) do, execute and perform all such

further deeds, documents, assurances, acts and things reasonably within its power and as the other party may reasonably require by notice to that party to carry the provisions of this Agreement into full force and effect.

24. TRANSFER OF RIGHTS AND OBLIGATIONS, AND SUB-CONTRACTING

- 24.1 Each party is entering into this Agreement for its benefit and not for the benefit of another person. A party may not assign or transfer or purport to assign or transfer a right or obligation under this Agreement unless expressly permitted by this Agreement.
- 24.2 The Service Provider shall not assign, transfer, sub-contract or otherwise dispose of any interest in this Agreement without the prior written consent of the Client.
- 24.3 The Client may assign, transfer or otherwise dispose of any interest in this Agreement at any time without the prior written consent of the Service Provider, provided always that such assignee will be liable to the Service Provider for all the future obligations of the Client under this Agreement.

25. NOTICES

- 25.1 A notice or other communication under or in connection with this Agreement shall be in writing in the English language and shall be: delivered personally; sent by first (1st) class pre-paid post or other next working day delivery service; or sent by a certified or registered mail delivery service, to the applicable addresses specified in clause 25.2 below or to such other address as a party may have notified to the other party from time to time by not less than five (5) Business Days' prior notice. In the absence of evidence of earlier receipt, service of a notice or other communication is deemed to have been effected as follows:

25.1.1 if delivered personally, at the time when left at the address referred to in clause 25.2;

25.1.2 if sent by first (1st) class prepaid post or other next working day delivery service, at 9:00am on the second (2nd) Business Day after it is put in the post; and

25.1.3 if delivered by a certified or registered mail delivery service on the date and at the time that the relevant delivery receipt is signed.

- 25.2 For the purposes of clause 25.1:

25.2.1 the Client's details are as follows:

Address: Downing Living (First Street) GP Limited, Third Floor,
Cambridge House, Le Truchot, Guernsey GY1 1WD

Attention: (1) Elaine Kennedy and (2) Nick Slinn

The Client's agent's details are as follows:

Address: Downing Property Services Limited, 5th Floor, 1 Old Hall Street, Liverpool L3 9HF

Attention: John Clegg

25.2.2 the Service Provider's details are as follows:

Address: ..

Attention: ..

25.3 In proving service under this clause 25, it shall be sufficient to prove that personal delivery was made, by signature on a delivery receipt or, as the case may be, that the notice was properly addressed and posted or, as the case may be, by providing evidence of receipt by the certified or registered mail delivery service.

25.4 This clause does not apply to the service of any proceedings or any documents in any legal action or where applicable, any mediation or other method of dispute resolution.

25.5 E-mail shall not be a valid form of notice for the purposes of this Agreement.

26. **THIRD PARTY RIGHTS**

Save in respect of reference to a Successor Service Provider, nothing in this Agreement is intended to confer on any person any right to enforce any term of this Agreement which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.

27. **GOVERNING LAW AND JURISDICTION**

This Agreement and any Dispute arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by, and shall be construed in accordance with, the law of England and Wales. Subject to clause 13, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any Dispute arising out of or in connection with this Agreement or its subject matter or formation (including any non-contractual disputes or claims).

28. **COUNTERPARTS**

28.1 This Agreement may be executed in any number of counterparts each of which when executed and delivered shall constitute a duplicate original, but all the counterparts together shall constitute one and the same Agreement.

28.2 Transmission of an executed counterpart of this Agreement (but for the avoidance of doubt not just a signature page) by (a) fax or (b) email (in PDF and to either party's legal representatives) shall take effect as delivery of an executed counterpart of this Agreement but each party shall provide the other with the original of such counterpart as soon as reasonably possible thereafter.

28.3 No counterpart shall be effective until each party has executed and delivered at least one counterpart.

This Agreement has been entered into on the date stated at the beginning of it.

SIGNED ON BEHALF OF:)
DOWNING LIVING (First Street) GP LIMITED)

Signature of director

Name of director

SIGNED ON BEHALF OF:)
DOWNING LIVING (First Street) NOMINEE LIMITED)

Signature of director

Name of director

SIGNED ON BEHALF OF:)
L&T FACILITIES MANAGEMENT LTD T/A CHRODA)
FACILITIES MANAGEMENT
acting by:)

Signature of director

Name of director

SCHEDULE 1 : CLEANING SERVICES

1 Definitions

- 1.1 Terms defined elsewhere in the Agreement shall have the same meaning here (unless the context otherwise requires).
- 1.2 As used herein, the following terms shall have the following meanings (unless the context otherwise requires):
- 1.2.1 **Additional Tasks:** such additional services as the Client may require the Service Provider to perform from time to time which the Service Provider is able to undertake at the Premises without incurring any material additional cost, excluding for the avoidance of doubt Planned Cleaning, Reactive Cleaning and remedying Faults;
- 1.2.2 **Bins:** Non Recyclable Waste bins, Recyclable Waste bins;
- 1.2.3 **Calendar Month:** shall be construed as a reference to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, save that, if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last day in that calendar month
- 1.2.4 **Clean:** is as defined in Appendix 1 and 2 to this Schedule 1 and **Cleaning, Cleanliness** and **Cleaned** shall be interpreted accordingly;
- 1.2.5 **Cleaning Consumables:** all items that are to be replaced by the Service Provider pursuant to the Cleaning Services including toilet rolls, liquid and solid soap, hand towels, bin liners, refuse sacks, that will be supplied by Downing Property Management Limited on a monthly basis or as requested by the Service Provider.
- 1.2.6 **Cleaning Equipment List:** the items of cleaning equipment to be provided in such quantities (and replaced from time to time) as set out in Part 3 of Appendix 2 by the Service Provider;
- 1.2.7 **Cleaning Rota:** the rota as set out in Part 4 of Appendix 2 showing the Client's expectation for the spread of cleaners to be supplied by the Service Provider across the week;
- 1.2.8 **Cleaning Services:** Planned Cleaning, Reactive Cleaning, Additional Tasks and all other obligations of the Service Provider under this Agreement and Cleaning Service means any one of them;
- 1.2.9 **Client Statement on Environmental Policy** means the policy with that title contained in schedule 6, as amended from time to time
- 1.2.10 **Complete:** the permanent completion of a Task in accordance with this

Agreement and all reasonable requirements made by the Client to the Service Provider in respect of that Task and **Completion** shall be interpreted accordingly;

- 1.2.11 **Confidential Waste:** all materials left in any of the designated confidential waste bins located at the Premises, or otherwise provided to the Service Provider for disposal and marked or otherwise identified to the Service Provider as confidential;
- 1.2.12 **Contain:** controlling an Incident so that it cannot spread, worsen or contaminate the Premises further and **Contained** and **Containment** shall be interpreted accordingly;
- 1.2.13 **Core Hours:** 06:00 to 19:00 or those times specified as may be specified as core hours by the relevant Client Representative in writing from time to time;
- 1.2.14 **Emergency:** any Incident that has injured or may injure any person in any way or has damaged or may damage any property in any way or which is unsightly or has an unpleasant odour;
- 1.2.15 **Excluded Areas:** those areas listed in Appendix 3 to this Schedule 1;
- 1.2.16 **Fault:** a failure by the Service Provider to Complete a Task within the timescales required by this Agreement;
- 1.2.17 **Incident:** any lack of Cleanliness;
- 1.2.18 **In Scope Areas:** all those areas of the Premises identified as shaded areas in the plans set out at Appendix 5 to this Schedule 1 and all fixtures, fittings and materials therein or as otherwise may be notified by the relevant Client Representative to the Service Provider from time to time but excluding the Excluded Areas;
- 1.2.19 **Intrusive Services:** any aspect of the Cleaning Services that creates or may create noise or dust or any other disturbance or disruption to occupiers of or visitors to the Premises;
- 1.2.20 **Major Incident:** any Incident which is neither an Emergency nor a Minor Incident;
- 1.2.21 **Minor Incident:** any Incident which has no detrimental effect on the Client or other occupiers of the Premises or its or their businesses;
- 1.2.22 **Non-Recyclable Waste** means any waste collected from the Premises which is not Confidential Waste or Recyclable Waste;
- 1.2.23 **Periodic Items:** all areas of the Premises and all fixtures, fittings and materials located at the Premises listed or of the types listed in Appendix

4 to this Schedule 1;

- 1.2.24 **Pests:** animals and/or insects that have injured or may injure any person in any way or have damaged or may damage any property in any way or that have or may create a noise or other disturbance or disruption to any person or that have or may create an unpleasant odour or are unsightly or create unsightly residue including birds, rats, mice, cockroaches, fleas and mites;
- 1.2.25 **Planned Cleaning:** the provision of Periodic Cleaning services as described in paragraph 3.1 and such other activities as may be set out in paragraph 3;
- 1.2.26 **Reactive Cleaning:** such cleaning and ancillary services as the Client shall require the Service Provider to perform pursuant to a Request for Service (including, for the avoidance of doubt, the remedy of any Fault);
- 1.2.27 **Recyclable Waste:** any waste collected from Recyclable Waste bins and at the Premises that is capable of being recycled for the time being including paper, plastic (including plastic cups), glass, aluminium cans, cardboard, phones and toner cartridges;
- 1.2.28 **Request for Service:** a request for Reactive Cleaning or the remedy of a Fault that has been requested by the client;
- 1.2.29 **Response** means performance of all of the following:
 - 1.2.29.1 using all reasonable endeavours to establish all of the activities which need to be undertaken to Contain and Complete the relevant Incident, Fault or Task;
 - 1.2.29.2 instructing the relevant Service Personnel to commence such activities, and Respond shall be interpreted accordingly;
- 1.2.30 **Service Requirements:** the requirements for the Services as set out in paragraph 4;
- 1.2.31 **Service Levels:** the levels of performance of the Services identified as such in paragraph 6;
- 1.2.32 **Task:** all of the activities that are to be undertaken in relation to any Request for Service, any Logged Fault, any Planned Cleaning or any Additional Task.

2 The Cleaning Services

The Service Provider will undertake the Cleaning Services as set out in this Schedule 1 (or as may otherwise be required by the Client from time to time at the Premises) in accordance with all relevant parts of paragraphs 3 (Service Specification), 4 (Service Requirements), 5

(Reported Service Levels) and 6 (Required Service Levels) and all other terms of this Agreement.

3 Service Specification

3.1 Planned Cleaning

3.1.1 The Service Provider shall ensure that all In Scope Areas are Clean at all times during the Term including by ensuring that all Periodic Items located within such In Scope Areas are Cleaned no less frequently than the period set out in Appendix 4 to this Schedule 1 (taking into account, in respect of the first such Clean, the date on which the Periodic Item was last cleaned prior to the Commencement Date as notified by the Client to the Service Provider).

3.1.2 The Service Provider shall, in addition:

3.1.2.1 on request from the Client, advise the Client of the availability of Planned Cleaning from time to time and provide the Client with its proposed schedule of Cleaning in respect of the Periodic Items whether located within the In Scope Areas or otherwise over the following twelve (12) months at any time in such detail as Client may reasonably require;

3.1.2.2 respond in such detail as the Client may reasonably require to all enquiries relating to Planned Cleaning; and

3.2 Reactive Cleaning and remedy of Faults

3.2.1 The Service Provider shall ensure that a supervisor is available to be contacted by the Client and such other personnel as may be appropriate by telephone and e-mail at all times **during the Core Hours**, for the notification of any Requests for Service.

3.2.2 The Supervisor shall classify each Request for Service as an Emergency, Major Incident or Minor Incident, as appropriate.

3.2.3 The supervisor shall notify the relevant Service Provider employee about the required Response time (as may be agreed between the Service Provider and the Client from time to time) and the time by which Completion should have occurred in respect of the Incident in question or the time by which the Incident should have been Contained taking into account its classification as an Emergency, Major Incident or Minor Incident and provided always that:

3.2.3.1 in the case of an Emergency:

3.2.3.1.1 the required Response time shall not be less than five minutes on manned sites and 20

minutes on unmanned sites from the moment that the call is requested during normal cleaning hours; and

3.2.3.2 in the case of a Major Incident:

3.2.3.2.1 the required Response time shall not be less than ten minutes on manned sites and 30 minutes on unmanned sites from the moment that the call is requested during normal cleaning hours; and

3.2.3.3 in the case of a Minor Incident:

3.2.3.3.1 the required Response time shall not be less than thirty minutes from the moment that the call is requested during normal cleaning hours; and

3.2.3.3.2 the required time for Completion or Containment as the case may be shall not be less than forty minutes from the moment that the call is Logged.

3.2.4 The Service Provider shall undertake all Reactive Cleaning and remedy all Faults that have been notified to the Service Provider, in accordance with the requirements of paragraph 3.2.3.

3.3 **Damage**

For the avoidance of doubt, the Service Provider shall not be expected to repair any damage to the Premises or to any fixture, fitting or material caused by the Client or any Client Employees. Notwithstanding the above, the Service Provider shall be liable for damage caused by it, the Service Personnel or a Service Provider Party.

3.4 **Additional Tasks**

If the Client requires any Additional Tasks to be undertaken at the Premises at any time then it shall submit a request for such Additional Tasks to the Service Provider Representative the Service Provider shall, at no extra cost to the Client, undertake and complete those Additional Tasks in the timescales reasonably required the Client.

4 **Service Requirements**

4.1 In delivering the Cleaning Services the Service Provider must, at all times, in addition to complying with its obligations elsewhere in this Agreement and this Schedule 1, comply with the requirements set out in this paragraph 4.

4.2 **General Requirement**

- 4.2.1 The Service Provider shall at all times:
- 4.2.1.1 carry out the Cleaning Services so as to meet the business needs of the Client's business and operations of the Client and other occupiers operating at the Premises;
 - 4.2.1.2 maintain all records required by Control of Substances Hazardous to Health (COSHH) Regulations (as such Regulations may be amended from time to time) and allow the Client access to such records as required by the Client from time to time;
 - 4.2.1.3 in the event that there is a risk that the provision of the Cleaning Services will result in permanent surface or other damage to areas that are being cleaned:
 - 4.2.1.3.1 notify the relevant Client Representative of such risk and provide the relevant Client Representative with such information relating to such risk as the Client Representative shall reasonably request;
 - 4.2.1.3.2 not undertake any such Cleaning on those surfaces or areas unless and until the relevant Client Representative has been given the opportunity to inspect such surfaces or areas and has given consent to such Cleaning Services being undertaken;
 - 4.2.1.3.3 undertake the Cleaning of such surfaces and areas with all reasonable skill and care using every effort to prevent or, where that is not possible, minimise damage to those surfaces and areas and in accordance with the relevant Client Representative's reasonable instructions;
 - 4.2.1.4 perform the Cleaning Services in accordance with the recommendations of the manufacturer of the relevant fixture, fitting or item of equipment;
 - 4.2.1.5 provide signage and barriers at each area of the Premises at which the Cleaning Services are being performed, to ensure adequate notice is in place to prevent any person from suffering any injury;
 - 4.2.1.6 only clean the plant rooms in the presence of a Client Employee or other designated representative or under an

express permit to access issued by the Client Representative and in accordance with the instructions of the Client or any Client Employee;

- 4.2.1.7 only undertake the Cleaning Services (other than Intrusive Services) at the Premises during the Core Hours;
- 4.2.1.8 only undertake any Intrusive Services outside of the Core Hours and so as to cause as little disruption and disturbance to the Client Employees or other occupiers or visitors to the Premises as possible, including any Client Employees that are working at the Premises outside of the Core Hours; and
- 4.2.1.9 ensure all Service Personnel and Service Provider Parties undertaking the Cleaning Services are adequately trained to undertake the Cleaning Services in accordance with this Agreement, including in respect of formal qualification where appropriate and the Service Provider shall provide the Client with copies of such qualifications on request.

4.3 Equipment Maintenance

- 4.3.1 All Service Provider Equipment required for the performance of the Cleaning Services, shall be provided, used, maintained, kept in stock and replaced by the Service Provider so that they:
 - 4.3.1.1 are in a safe and sound condition;
 - 4.3.1.2 are appropriately portable appliance tested (PAT);
 - 4.3.1.3 are free from defects, damage, want of repair or any other failure;
 - 4.3.1.4 exhibit only that degree of wear and tear as would be considered reasonable by a qualified person experienced in the maintenance of the relevant item or items similar to the relevant item, taking into account the age of the relevant item and the date of the next scheduled maintenance; and
 - 4.3.1.5 are available at all times for the performance of the Cleaning Services.
- 4.3.2 The Service Provider shall operate and maintain the Service Provider Equipment in accordance with the relevant manufacturer's instructions and designs and so as to avoid invalidating any warranties in respect thereof.

4.4 Environmental Issues

- 4.4.1 The Client takes seriously its responsibilities to conduct its operations with proper regard for the environment. The Client conducts its operations in a manner to address environmental issues and waste production and also to increase waste recycling.
- 4.4.2 The Service Provider shall support the Client's environmental initiatives as reasonably required by the Client and shall document its compliance with this paragraph 4.4.2 in such
- 4.4.3 The Service Provider shall:
 - 4.4.3.1 seek continual improvement over and above its obligations under this paragraph 4.4;
 - 4.4.3.2 use all **reasonable** endeavours to ensure
 - 4.4.3.3 effective **use** of resources such as **energy, paper and water**;
 - 4.4.3.4 use all reasonable endeavours to prevent pollution;
 - 4.4.3.5 minimise waste production and dispose of waste in a safe and effective manner.

4.5 **Quality Assurance**

The Service Provider shall provide the Cleaning Services in accordance with ISO 9000:2000 (or any codes that supersede ISO 9000:2000 from to time)

4.6 **Service Improvements**

The Service Provider shall regularly review its performance of the Services and achievement or otherwise of the Service Levels. The Service Provider shall use all reasonable endeavours to identify ways in which the Cleaning Services could be undertaken more efficiently, effectively or at a reduced cost and shall promptly notify the Client of such improvements etc.

5 **Service Level Reporting**

- 5.1 The following reports shall be prepared in relation to the Service Provider's performance of the Cleaning Services against the Service Levels at the Premises during each Calendar Month, with such reports to be provided to the Client within five (5) Working Days after the end of each Calendar Month (for review by the parties at each Review Meeting):
 - 5.1.1 the "Management Services Score Sheet" (as set out in Appendix 6 to this Schedule 1) shall be prepared by the Service Provider; and

5.1.2 the “Planned & Periodic Cleaning Inspection Score Sheet” (as set out in Appendix 7 to this Schedule 1) shall be prepared jointly by the Client and the Service Provider,

(the “**Monthly Service Level Information Pack**”).

5.2 The Client and the Service Provider shall review and agree the scoring within the Monthly Service Level Information Pack (to be sent via email to the Client's lead team as advised from time to time) which will then be applied to the “Monthly Contract Summary KPI” table (as set out in Appendix 8 to this Schedule 1).

5.3 The Service Provider shall provide the Client with such information as the Client may reasonably require to substantiate the reports provided pursuant to paragraph 5.1 and 5.2, in such format as the Client may reasonably require, and as soon as reasonably practicable after such a request by the Client.

5.4 Without prejudice to the generality of paragraphs 5.1 and 5.2, the Service Provider shall thoroughly inspect and accurately score the required element of the Cleaning Service on a daily, weekly and bi-weekly basis..

6 **Required Service Levels**

6.1 This section sets out the Service Levels required in respect of the Cleaning Services.

6.1.1 **Reactive Cleaning**

The Service Provider shall Respond to and Complete and/or Contain as appropriate all Requests for Service at the Premises so as to meet the following Service Level:

6.1.1.1 The number of Requests for Service Responded to and Completed within the time limit set by the Client at the time such Request for Service is Logged by the Service Provider in the relevant Calendar Month divided by the total number of Requests for Service made in that Calendar Month, expressed as a percentage.

6.1.1.2 The target Service Level is ninety seven percent (97%).

6.1.2 **Planned Cleaning**

The Service Provider shall perform the Cleaning Services so as to meet the following Service Level:

6.1.2.1 The average score in the Planned Cleaning Inspection Score Sheet undertaken pursuant to paragraph 5.3 and Appendix 7 at the Premises meets the target set out in paragraph 6.1.2.2 in each Calendar Month.

6.1.2.2 The target Service Level is eighty percent (80%).

6.1.3 Stock control and management of Cleaning Consumables

The Service Provider shall perform the Cleaning Services so as to meet the following Service Level:

6.1.3.1 No Faults shall be Logged with the Service providers representative in relation to the lack of stock of Cleaning Consumables at the Premises in each Calendar Month.

6.1.3.1 The target Service Level is that no such Faults are Logged.

6.1.4 Periodic Items

The Service Provider shall Clean the Periodic items so as to meet the following Service Level:

6.1.4.1 The number of Periodic Items Cleaning Tasks Completed at the Premises by the due date in accordance with Appendix 4 to this Schedule 1 divided by the total number of Periodic Items Cleaning Tasks to be completed in that Calendar Month, expressed as a percentage.

6.1.4.2 The target Service Level is ninety percent (90%).

APPENDIX 1 : DEFINITION OF CLEAN

Clean means that:

- all brightwork is uniform in appearance suitable to its finish;
- the Premises are appropriately stocked with Cleaning Consumable dispensers as may be reasonably required by the Client from time to time;
- all Cleaning Consumable dispensers are stocked up with their relevant Cleaning Consumable;
- no Non-Recyclable Waste bins are full or contain waste which was left in them more than 24 hours previously or are unhygienic;
- the Premises are suitably and appropriately stocked with Non- Recyclable Waste Bins (being, unless agreed otherwise, no more than the number of Non-Recyclable Waste Bins that were located at the Premises at the Agreement Date) at the locations specified by Client from time to time;
- the Premises are suitably and appropriately stocked with dust mats at the locations specified by the Client from time to time;

- no Recyclable Waste bins are full, overflowing or unhygienic;
- the following standards of Cleanliness are maintained in respect of all areas within the Premises and all fixtures, fittings and materials located at the Premises:
 - that all are of uniform appearance suitable to finish;
 - that all are deep cleaned as and when necessary so as to maintain their aesthetic appearance;
 - that all are kept spot free;
 - that all are kept stain free;
 - that all are kept chewing gum free;
 - that all are kept free from any debris;
 - that all are kept dust free;
 - that there are no dirt or marks (including splash and water marks) located in such areas or on such fixtures, fittings or materials;
 - that there is no soiling located in such areas or on such fixtures, fittings or materials;
 - that all are kept smear free;
 - that all are kept streak free;
 - that any grouting is kept Clean and free from mould;
 - that all are kept free from finger marks;
 - that all feel grease-free to the touch;
 - that there are no dirt or food deposits on internal or external surfaces located in such areas or on such fixtures, fittings or materials;
 - that all are kept free from any deposits;
 - that all are kept free from scum;
 - that there is no build-up of cleaning agent at any such areas or on any such fixtures, fittings or materials;
 - that there are no soap deposits in any such areas or on such fixtures, fittings or materials;
 - that there is no build-up of lime scale in any such areas or on such fixtures fittings or materials;

- that all are kept in a sanitised condition;
- that all are kept free from uric acid;
- that all are kept mildew free;
- that all crockery, cutlery and glassware is removed to a kitchen area as appropriate;
- that all are kept free of food item(s);
- that food in any non-designated area is removed to a kitchen area as appropriate;
- that all are kept free from rubbish;
- that all are kept litter free;
- that all are kept weed free;
- that any paths, fire escapes and entrances by plan are kept free of snow and ice and/or gritted as appropriate;
- that no walking area is slippery;
- that all are kept free from any cigarette butts;
- that all are kept syringe free;
- that all are kept free of any scuff marks;
- that any and all bins are located in their designated areas;
- that all are kept free of any spillages.

Without limitation, Clean shall also include undertaking all of the activities set out in and ensuring compliance with the provisions of Appendix 2 to this Schedule 1.

APPENDIX 2 : RELEVANT CLEANING ACTIVITIES/STANDARDS

PART 1 : GENERAL CLEANING

1 Floors and carpets

1.1 All floors and carpets shall:

- 1.1.1 be kept free from any stains, spots, chewing gum, dust and debris and in particular but without limitation the complete floor area including edges, corners, any areas covered by the bases of furniture and/or legs of tables and chairs are to be dust and debris free;
- 1.1.2 suffer no accumulation of dirt and scuffmarks;
- 1.1.3 in respect of any floor plates, be dust, stain and smear free;
- 1.1.4 suffer no build-up of dirt, dust or debris behind doors.

1.2 Skirting boards shall be kept free from dirt and marks.

1.3 Deep cleaning of carpets in high usage areas shall be performed when required in order to maintain the aesthetic appearance of such carpets and/or as may be required to comply with the requirements of this paragraph 1.

1.4 There shall be no build-up of soiling in lift door channels.

1.5 There shall be no accumulation of dust/dirt on stair risers.

1.6 There shall be no build-up of soiling on stair nosing.

1.7 Carpet cleaning of areas other than those located in high usage areas shall be performed as and when appropriate to comply with the requirements of this paragraph 1.

1.8 Appropriate measures shall be undertaken by the Service Provider to prevent the build-up of static and/or the occurrence of static shock.

2 Entrance mats/Dust mats

2.1 All mats and mat wells are to be free from stains, dust, dirt, debris and chewing gum.

2.2 There is to be no accumulation of soiling in corners and edges of mat wells and/or underneath mats.

2.3 Deep cleaning of entrance mats/dust mats are to be performed as and when required to maintain the aesthetic appearance of such entrance mats/dust mats and to comply with the requirements of this paragraph .2.

3 Walls (including lifts)

All walls (including lifts) shall:

- 3.1 be free from removable marks (e.g. blu-tack) and splash marks;
- 3.2 be smear free;
- 3.3 not suffer any build-up of dust and dirt.

4 Lifts

- 4.1 Lifts shall be kept clean and mark free.
- 4.2 Any mirrors, metal and woodwork etc. located within or outside the lift area shall be kept clean and streak free.
- 4.3 The floors of the lifts shall be maintained in accordance with the requirements of paragraph 1 above.

5 Tiled Reception/Entrance areas

Tiled, marble and hard flooring areas should be kept free from watermarks and any grouting between the tiles should remain Clean.

6 Doors

Doors shall:

- 6.1 be kept free from finger marks, smears, stains and general soiling;
- 6.2 not suffer any accumulation of dirt.

7 Glass entrance doors, above entrance doors and glass to doors and partitions

These are to be kept:

- 7.1 clean and free from any smears and visible dust;
- 7.2 free from any finger marks,

8 Visible surfaces e.g. office furniture and equipment (including phones and IT equipment), windowsills, tables, ledges and handrails, pictures and first aid boxes etc.

8.1 These are to be kept:

- 8.1.1 free from dust and stain build up;
- 8.1.2 grease free to the touch;
- 8.1.3 in uniform appearance suitable to their finish.

8.2 Furniture bases and frameworks are to be kept free from dust and dirt.

9 Chairs/Soft seating

- 9.1 These are to be kept free from visible dust, stains and chewing gum.
- 9.2 There is to be no accumulation of dust and debris on chair seams or under cushions, bases and legs. Leather chairs are to be smooth and grease free.
- 9.3 There is to be no accumulation of dirt on chair backs.

10 Mirrors

These are to be kept free from dust, streaks and smears.

11 Reception areas

- 11.1 Special detailed attention is to be given to any reception areas located at the Premises.
- 11.2 The relevant sections of this Appendix 2 (for example, in respect of flooring, doors, seating etc.) apply to each of those elements located within a reception area and shall be complied with accordingly.

12 Brightwork to fixtures and fittings

- 12.1 All brightwork is to be kept free from finger marks and smears.
- 12.2 All surfaces are to have a uniform appearance suitable to their finish.

13 Low level ledges/surfaces e.g. skirting boards, balustrades and stair edgings

- 13.1 These are to be kept free from visible dust and removable marks.
- 13.2 There is to be no accumulation of dust/dirt in respect of these elements.

14 High level ledges/surfaces, signage and fire alarm bells

There is to be no accumulation of dust or dirt in respect of these elements.

15 Internal metal structures and exceptionally high-level ledges/surfaces

These are to be cleaned at least quarterly to remove visible dust and removable marks.

16 Window blinds

There is to be no build-up of dirt, dust and stains/marks on any window blinds.

17 Waste bins/Swing bins

- 17.1 The bins (both externally and internally and including any permanent liner that the bin may have) are to be kept in an unsoiled condition.

- 17.2 There is to be no build-up of dirt and food deposits on the internal or external surfaces of the bin.
- 17.3 There is to be no build-up of dirt on or around the bins.
- 18 **Office phones**

Office phones are to be kept dust and smear free.
- 19 **Cleaning of Plant Rooms**

These are to be deep cleaned on six (6) monthly basis and at other times to be kept clean in appearance subject to any limitations on access that the Service Provider may suffer.
- 20 **Smoking bins/receptacles (external)**
 - 20.1 These are to be emptied on a daily basis in a safe manner,
 - 20.2 The bins/receptacles are to be kept in a clean condition.
- 21 **Sinks/hand basins**
 - 21.1 These are to be kept free from scum and stains.
 - 21.2 There is to be no build-up of:
 - 21.2.1 cleaning agent(s);
 - 21.2.2 soap deposits;
 - 21.2.3 lime scale; or
 - 21.2.4 dirt/debris around the base of taps or around overflows and plugholes.
 - 21.3 The brightwork is to have a uniformed appearance suitable to its finish.
 - 21.4 The outside of the sink/hand basins are to be clean and free from soil.
- 22 **Sanitary fittings (excluding showers)**
 - 22.1 These are to be kept sanitised.
 - 22.2 Toilet bowls, sinks / hand basins and urinals are to be free from scum, stains and uric acid.
 - 22.3 There is to be no build-up of:
 - 22.3.1 cleaning agent(s);
 - 22.3.2 soap deposits;

- 22.3.3 lime scale; or
- 22.3.4 dirt/debris around the base of taps or overflows, traps and plugholes.
- 22.4 Brightwork is to have a uniformed appearance suitable to its finish.
- 22.5 The outside surfaces of toilet bowls, urinals and sinks / hand basins are to be kept clean and free from soil. All other surfaces are to be dust, dirt and smear free.
- 22.6 There is to be no evidence of watermarks inside the toilet bowl.
- 22.7 There is to be no accumulation of stains on hinges, stoppers, chains and cisterns.
- 22.8 The Service Provider shall carry out deep cleans of the toilet bowls and urinals as and when appropriate and/or necessary.
- 23 **External metal work**
 - 23.1 External metal work positioned at ground floor level i.e. at visitor and staff entrances to be Cleaned weekly. This will include the Cleaning of gates and grills etc.
 - 23.2 High level external metal work to entrance of building and car park to be cleaned quarterly.
- 24 **Specialist Cleaning**

The Service Provider shall provide specialist cleaning services at the Premises as and when required by the Client.
- 25 **Internal Windows**
 - 25.1 Internal glazing and window frames which are accessible and can be reached by hand without the aid of any ladders or mechanical cleaning devices and which do not face any reception areas are to be Cleaned at least quarterly so that they are Clean and so that the glazing and window frames are free from finger marks, smears, and excessive build-up of dirt.
 - 25.2 Internal glazing and window frames which are accessible and can be reached by hand without the aid of any ladders or mechanical cleaning devices and which do face a reception area are to be Cleaned weekly so that they are Clean and so that the glazing and window frames are free from finger marks, smears, and excessive build-up of dirt.

PART 2 - ANCILLARY SERVICES

1 Internal Window Cleaning

Internal glazing and window frames which are not covered by paragraph 23 of Part 1 are to be Cleaned [at least half yearly] to ensure that the glazing is free from finger marks, smears, and excessive build-up of dirt.

2 Wash room services

- 2.1 The Service Provider shall provide serviceable dispensers for Cleaning Consumable items of a type of quality as agreed from time to time.
- 2.2 There shall be no shortage of Cleaning Consumables to be placed within such dispensers and such dispensers shall be kept adequately stocked up. The service provider is to advise the client monthly of the levels of consumables required to ensure dispensers are kept adequately stocked
- 2.3 The service provider is to advise the client of any service requirements or failures of hand dryers or feminine hygiene bins. Maintenance and management as appropriate of all other equipment within the wash rooms e.g. soap dispensers etc. shall be provided by the Service Provider.
- 2.4 Cleaning and effective management of feminine hygiene devices i.e. Sani bins and vending machines shall be provided by others. The Service provider is to advise the client of any issues with the feminine hygiene devices as soon as they are observed.
- 2.5 Textiles shall be made available in the wash rooms as appropriate.

3 Cleaning Consumables

The Service Provider shall ensure that:

- 3.1 there shall be no shortage of Cleaning Consumable items to be stocked in the appropriate dispensers i.e. toilet rolls, liquid or solid soap, hand towels etc.
- 3.2 there shall be no shortage of Cleaning Consumable items as may be required for the delivery of the Cleaning Service e.g. bin liners (as appropriate), black bags, cleaning products (appropriate for the task) and management under COSHH,
- 3.3 internal waste bin receptacles are provided where appropriate.

4 External grounds and Car Parks

- 4.1 Primary footpaths, accessible balconies and 1st floor external amenity space are to be kept free from leaf build up by the Service Provider. All other areas will be cleared within one (1) month after substantial leaf fall has occurred,
- 4.2 Hard surfaces will be maintained weed free including roads, footways, standing areas, [all in scope Car Parks], roof top terraces and balcony terraces. The application of herbicide will be carried out in accordance with the Pesticide Act and COSHH regulations.
- 4.3 Hard surfaces will be kept litter free.
- 4.4 All hard surfaces used by pedestrians will be kept safe at all times. Grit/sand shall be used by the Service Provider to make hard surfaces safe when they are slippery with

frost/ice. The Service Provider shall clear snow from all footpaths / pedestrian areas.

- 4.5 The Service Provider shall be responsible for the removal and safe disposal of cigarette butts etc. discarded outside the Premises.
- 4.6 The Service Provider shall sweep all external areas using manual or automated equipment as appropriate.
- 4.7 Where appropriate, the Service Provider shall wash down the internal cladding or railings to the level which the Service Provider is able to reach without the use of ladders or mechanical cleaning devices.
- 4.8 The Service Provider shall undertake litter collection in respect of all external areas and shall dispose of such litter collected in accordance with the Client's waste disposal procedures.
- 4.9 All external areas are to be maintained in a clean and tidy condition in accordance with the standard defined in the Environmental Protection Act 1990 (Grade B),

5 Safe disposal of fluids and sharps

Where appropriate, the Service Provider is to be responsible for the safe disposal of sharps and medical equipment and shall dispose of such waste using appropriate protocols.

PART 3 – CLEANING EQUIPMENT LIST

Item	Qty
Karcher Puzzi 10/1 Extraction Machine	1
17" Jangro Orbis Rotary 200rpm Washer Scrubber	1
Backpack Vacuum	3
Commercial Dry Tub Vacuum	8
I Mop	1
I Mop Batteries	2
Janitorial Cart	4
V Sweeper	4
24" Dust Beater	4
48" Lambswool Flick Duster	8
Wet & Dry Vac	1
Mop Bucket Blue	5
Mop Bucket Green	2
Mop Bucket Red	2
Mop Bucket Yellow	2
2 Gallon Bucket Blue	3
3 Gallon Bucket Green	3
4 Gallon Bucket Red	3
5 Gallon Bucket Yellow	3
Telescopic Fibre Wave Duster	3

14" Window Squeegee	2
Dust Pan and Brush set Blue	4
13" Yard Brush Red	1

PART 4 – CLEANING ROTA

TBC Prior to PC

APPENDIX 3 - EXCLUDED AREAS

The following areas of or fixtures or fittings located within (as the case may be) the Premises shall be Excluded Areas:

- 1 those specific areas which the Client has notified to the Service Provider in writing from time to time that it is the responsibility of DPM Limited to clean;
- 2 The areas that are leased to tenants within the building;
- 3 the insides of any utility services riser cupboards (excluding riser cupboards used for storage of materials);
- 4 those parts of any lifts which would require an engineer to access;
- 5 ceiling tiles;
- 6 beverage and confectionery dispensing and vending machines; and photocopiers.

APPENDIX 4 : PERIODIC ITEMS

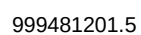
Fixtures/fittings/areas of the Premises to be cleaned	Frequency
Bin Stores – checking of bins to ensure general waste is not in recycling bins and compacting waste	Twice daily
Reception Area	Twice daily
Common Room	Twice daily
Gym cleaned and sanitised	Twice daily
Staff and DDATOilets (including any showers) other than those designated as not in use	Twice daily
Tenant communal toilets (inspection and cleaned as required)	Hourly
Lift Lobbies & Ground Floor Corridors	Daily
Lift Cars & Lift Doors	Daily
Tea Rooms and Kitchens	Daily
Management Suite Offices	Daily
Meeting Rooms/Co Working Areas	Daily
Events Lounge	Daily
Events/Cinema Area	Daily
Social Lounges	Daily
Gd Floor Communal Spaces	Daily
The Internal ground floor entrance glazing which is accessible and can be reached by hand without the aid of any ladders or mechanical cleaning devices	Daily
The External entrance door glazing which is accessible and can be reached by hand without the aid of any ladders or mechanical cleaning devices	Daily
External main entrance brushed clean	Daily
Bin Store brushed and then mopped clean	Daily
All Bin Chute Rooms	Daily
Laundry dryer machines removal of lint from filter	Daily
Gd – 1st Floor Feature Stairs	Daily
Bike Store	Twice weekly
Lift lobby and corridors Level -1- 13 inclusive	Weekly
Staircase brushed and mopped	Weekly

APPENDIX 5 : PLANS

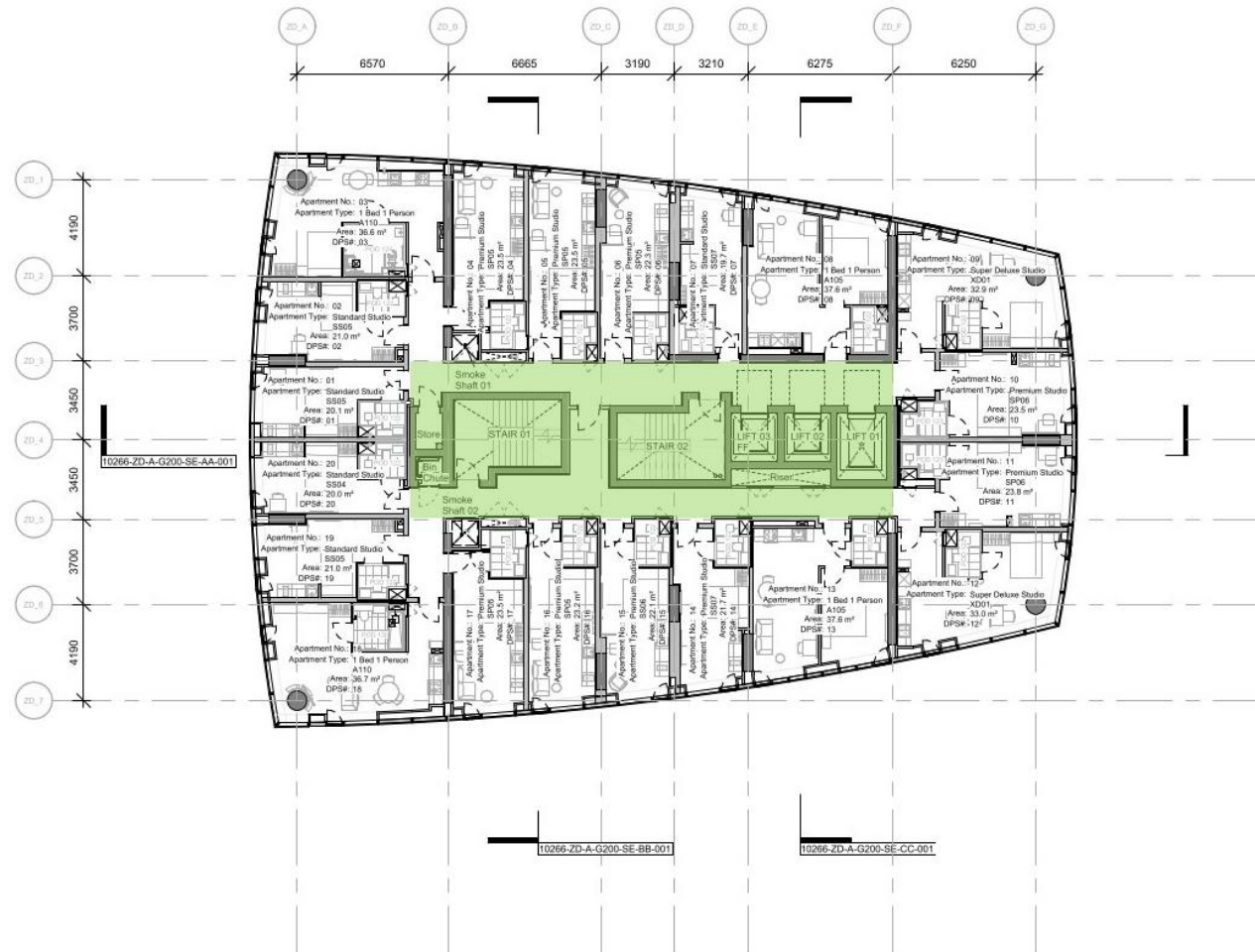
The Fernley - Ground Floor



65 Cleaning Specification Service Agreement Block D – The Fernley, Square Gardens



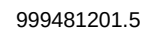
The Fernley - Level 2



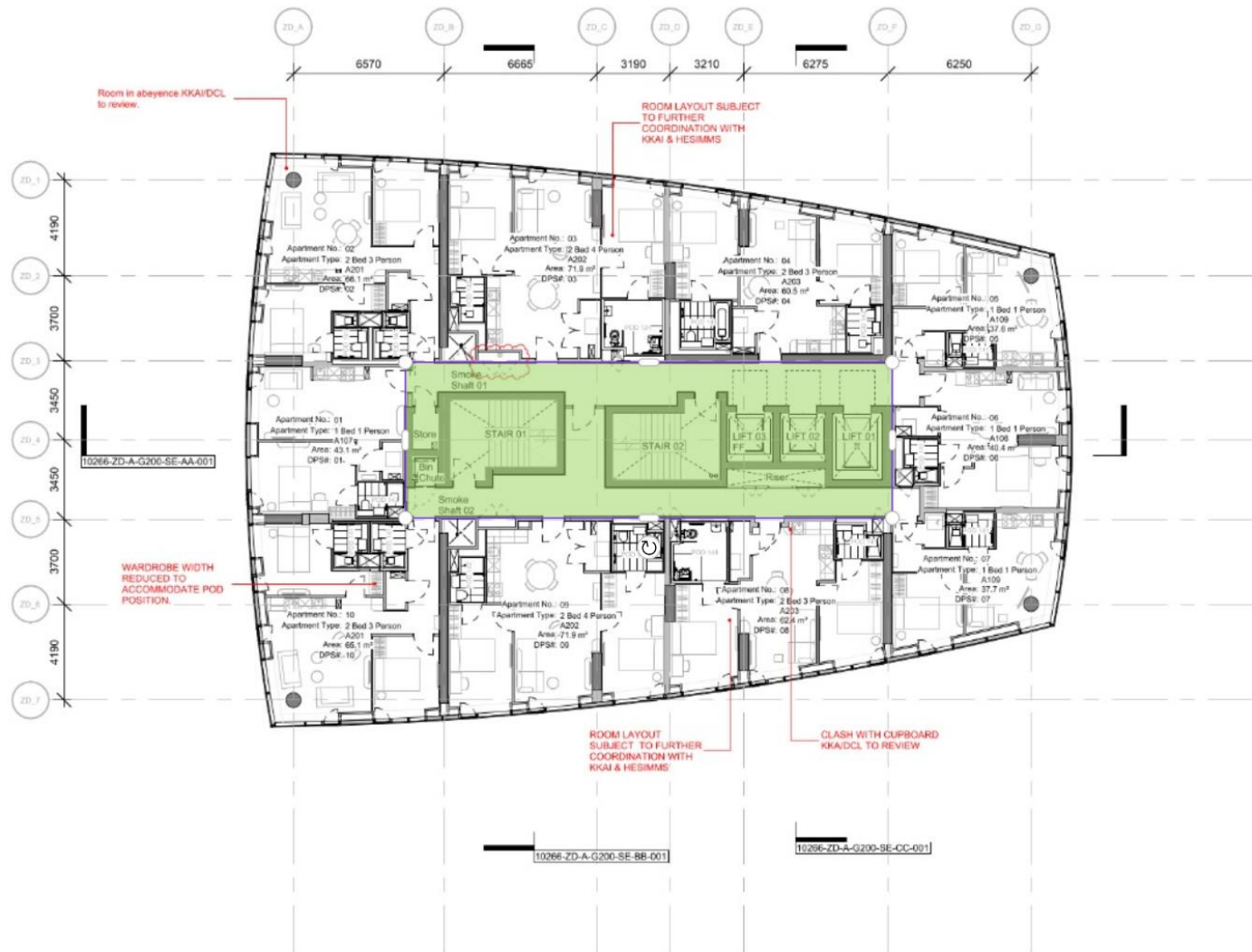
The Fernley - Typical Levels 3 - 23



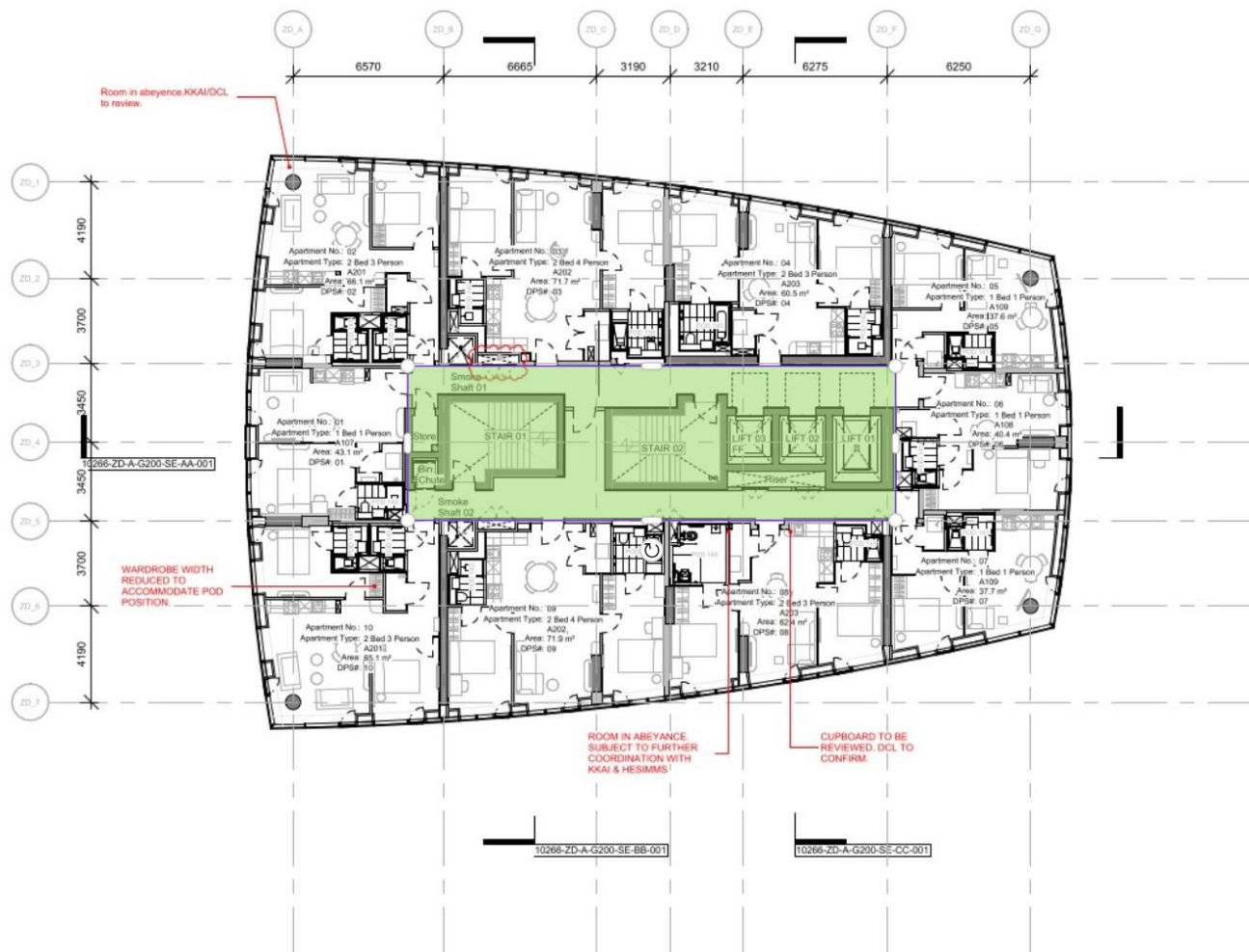
68 Cleaning Specification Service Agreement Block D – The Fernley, Square Gardens



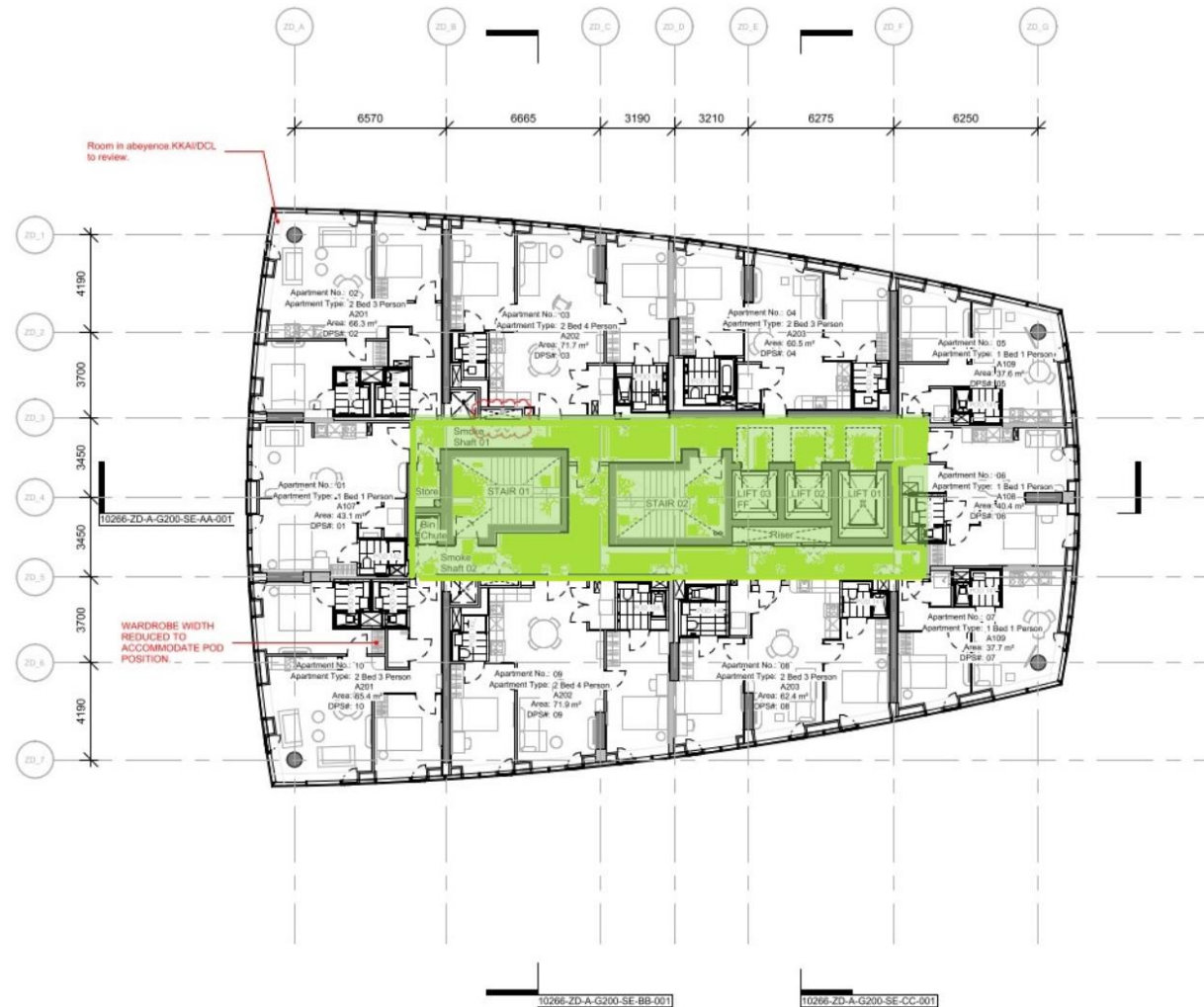
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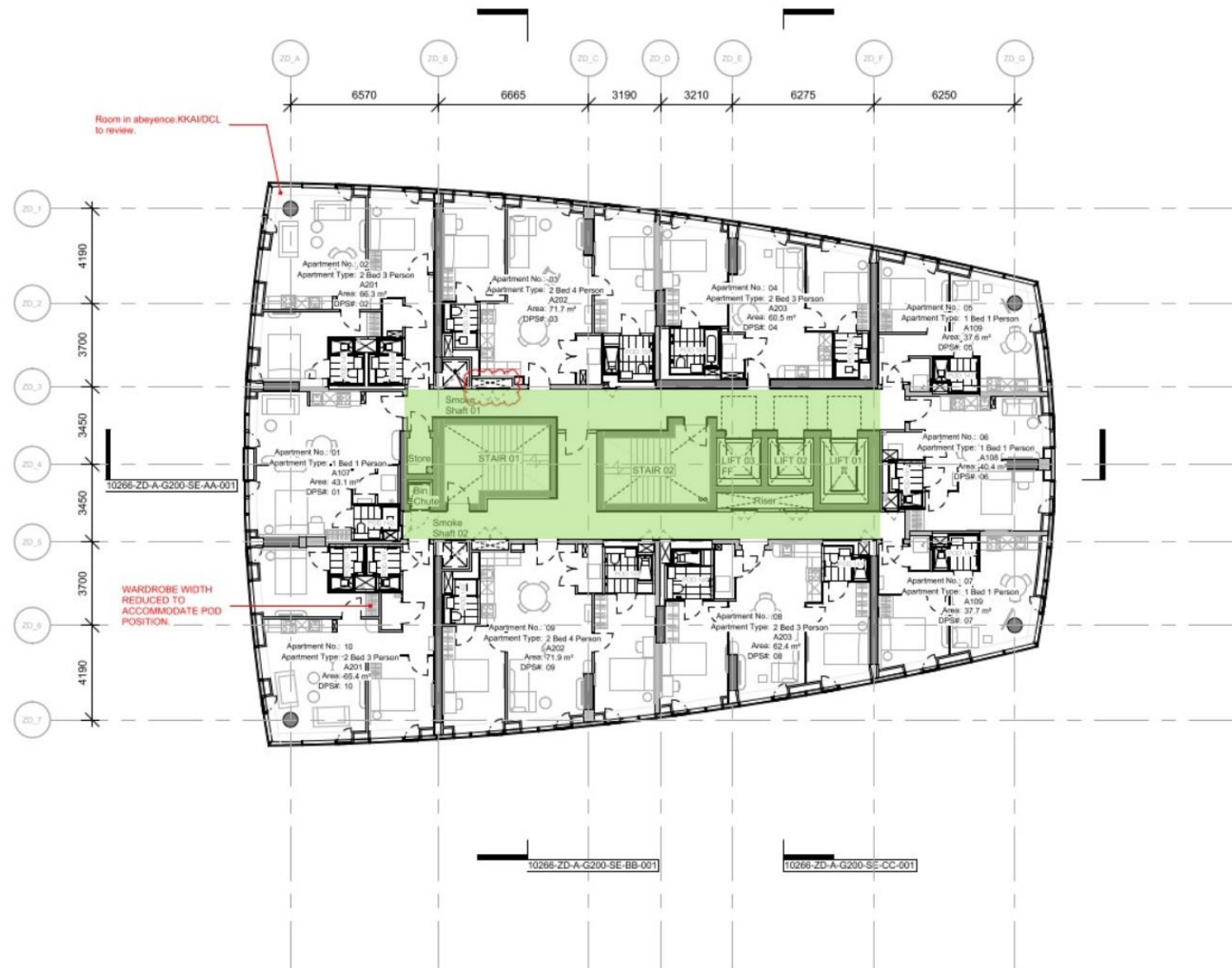
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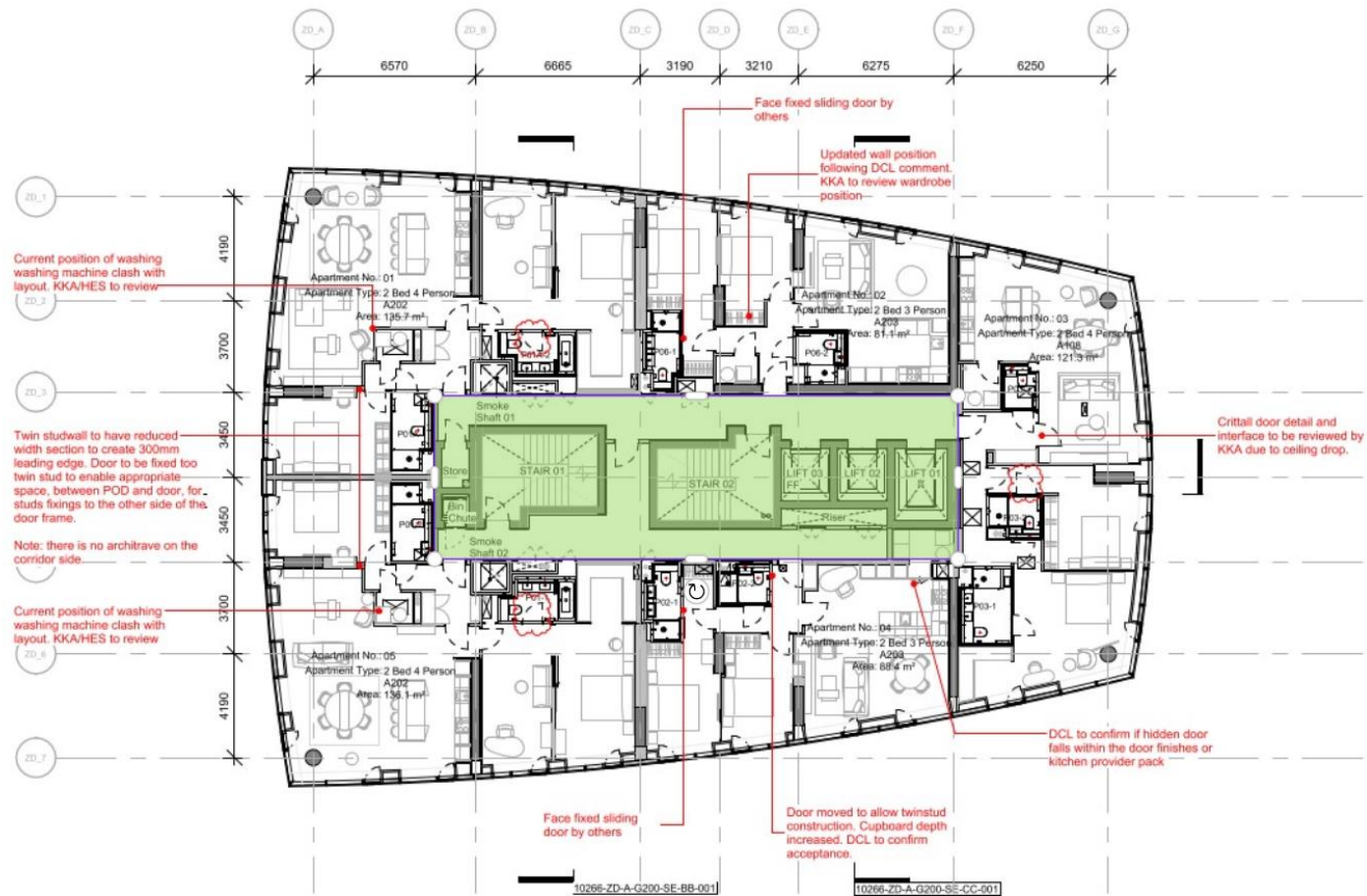
The Fernley - Typical Levels 28 - 35



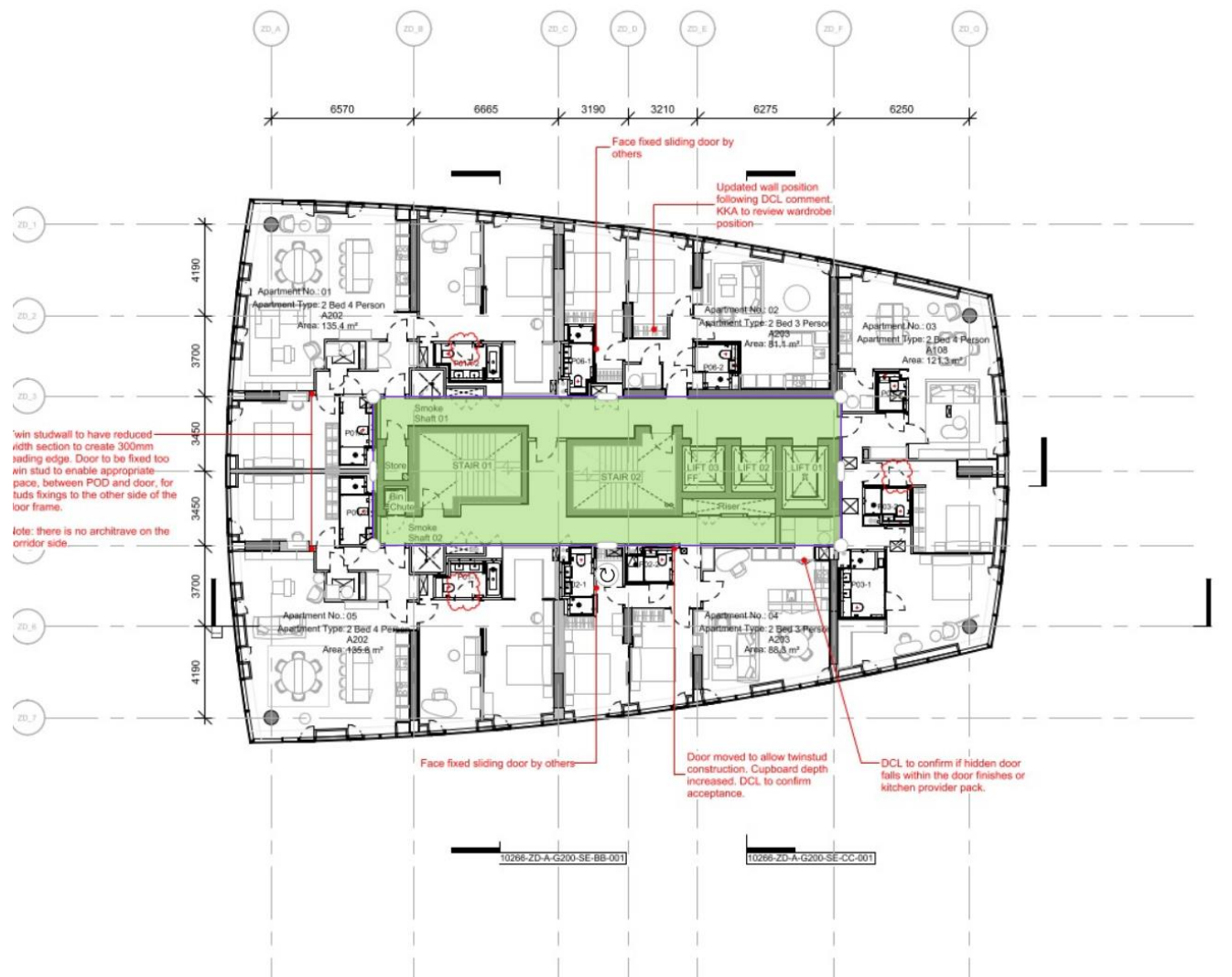
The Fernley - Typical Levels 36 - 40



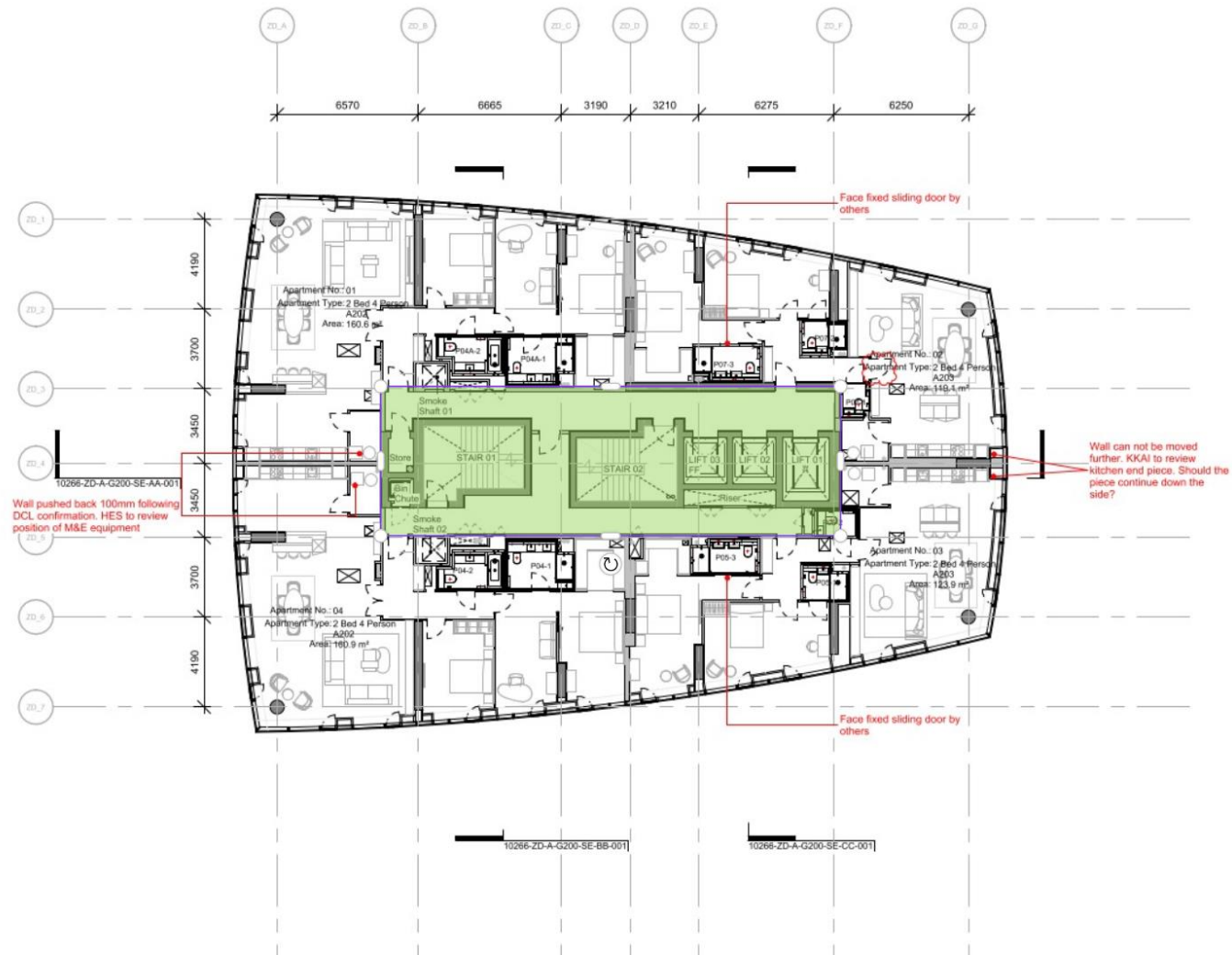
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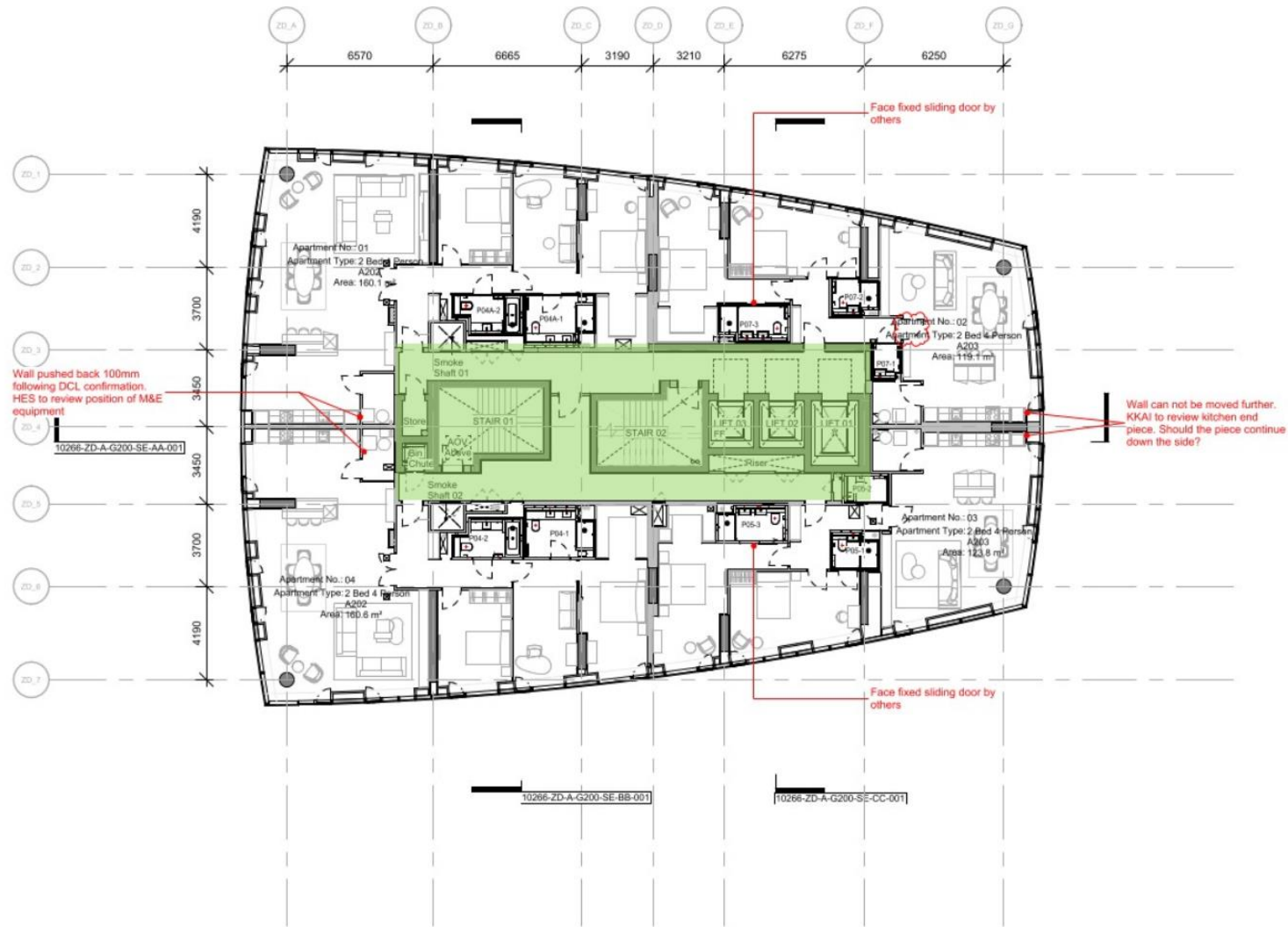
The Fernley - Level 42



The Fernley - Level 43



The Fernley - Level 44



APPENDIX 6 : MANAGEMENT SERVICES SCORE SHEET

Month:				Premises												
Contract Manager:																
		Monthly Target	Score	Max Available	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct	Nov	Dec
	Key Indicators - Contract															
1	Management Customer Meetings	1	1 visit = 2 0 Visit = 0	2												
2	Instances of non-trained staff on site	0	1 instance = 0 0 instance = 3	3												
3	Customer verbal and written complaints	0	1 instance = 0 0 instance = 5	5												
4	Staff Manager Audits	1	1 visit = 2 0 visit = 0	2												
5	Staff Turnover	0	1+ change = 0 1 change = 1 0 change = 2	2												
6	COSHH/RA sheets not available	0	1+ missing = 0 1 missing = 2 0 missing = 5	5												
7	Reported cleaning breaches	0	1+ breach = 0 1 breach = 2 0 breach = 5	5												
	Key Indicators – Cleaning Operatives															
8	Late on duty	0	1 late = 0 0 late = 2	2												
9	H&S Checks on COSHH	1	1 check = 3 0 check = 0	3												
10	No cover available	0	1 breach = 0 0 breach = 3	3												
11	None book on/off	0	1 breach = 0 0 breach = 2	1												
12	Uniform issues	0	1 breach = 0 0 breach = 2	2												
	Operational Compliance															
13	Health & Safety Incidents	0	No non-conformance = 20	20												

				Minor non-conformance = 10 Major non-conformance = 0													
14	Operative (Friendliness, approachability etc.)		1	Very Good = 5 Acceptable = 3 Unacceptable = 0	5												
15	Machinery/Equipment Condition/ Availability		1	Very Good = 5 Acceptable = 3 Unacceptable = 0	5												
				Total	65												
Client Representative																	Date
Service Provider's Representative																	Date

Scoring Guidance For Management Services Score Sheet

	Key Indicator	Details	Target number per month
1	Management Customer Meetings	Site meetings between the Client Representative and the Service Provider's cleaning manager shall be carried out on a monthly basis. Any instances of non-compliance shall be set out in an appendix to the Monthly KPIs	1
2	Instances of Non-Trained Staff on Site	No untrained staff shall be allowed on site to perform the Cleaning Services except where being trained to replace a member of staff who has or is going to leave and provided that such staff member is under appropriate supervision. Details of any non-conformance with this requirement must be set out in an appendix to the Monthly KPIs	0
3	Customer Verbal &/written complaints	Any complaints received by an occupier of or visitor to the Premises must be directed to the Client Representative. Details of all and any complaints must also be set out in an appendix to the Monthly KPIs.	0
4	Site Manager Audits	The Service Provider's cleaning manager/Supervisor shall undertake spot audits on a Monthly basis. Details of the spot audits undertaken together with any recommendations for action put forward by the cleaning manager/Supervisor as a result of such spot audits shall be set out in an appendix to the Monthly KPIs.	1
5	Staff Turnover	By maintaining good working conditions the turnover of Service Personnel is aimed to be kept to a minimum. Details of any staff leaving or joining the Cleaning Service shall be set out in an appendix to the Monthly KPIs with bullet points as to the reasons for such departure/arrival.	0
6	COSHH/RA Data sheets	The Service Provider's cleaning manager/Supervisor must hold on site detailed COSHH/RA data. This file must be up to date at all times with the inclusion of any environmental licence requirements. Any non-conformance with this requirement shall be set out in an appendix to the Monthly KPIs.	0
7	Reported Cleaning Breaches	Any Faults reported to the client must be clearly set out in an appendix to the Monthly KPIs, together with details of the investigation and remedial action adopted by the Service Provider in respect of such lateness.	0

8	Late on Duty	Any instances of a Service Personnel arriving late on duty shall be set out in an appendix to the Monthly KPIs, together with details of any actions taken by the Service Provider in respect of such lateness.	0
9	Checks on Staff H&S awareness	All Service Personnel must be aware of their basic health & safety requirements (including COSHH) particularly when working in hazardous areas or with chemicals. Details of non-conformance must be set out in appendix to the Monthly KPIs.	2
10	No cover available	A full complement of staff must be available at all times. Any non-conformance must be set out in an appendix to the Monthly KPIs with full reasons and a summary of the action taken by the Service Provider to prevent a reoccurrence.	0
11	Non Book On/Off	All hourly staff must book on and off. Details of any non-conformance must be set out in an appendix to the Monthly KPIs .	0
12	Uniform Problems	All Service Personnel are to be smart and clean at all times. Any issues with staff failing to wear their appropriate uniform or otherwise failing to look smart or clean must be set out in full in an appendix to the Monthly KPIs together with information about the actions which have been taken by the Service Provider as a result of such break.	0
13	Health & Safety Inspections	All H&S incidents must be reported to site staff immediately and followed up with an investigation/incident report. This is to include near misses	0
14	Operative (Friendliness, approachability etc.)	All operatives are to be polite and friendly to the tenants at all times. Any requests from tenants should be forwarded to site staff.	
15	Machinery/Equipment Condition/ Availability	A record of all machinery and equipment is to be kept on site and shared with site staff on request. All equipment is to be clean, serviceable and fit for purpose	1

APPENDIX 7 - PLANNED & PERIODIC CLEANING INSPECTION SCORE SHEET

Premises:		Inspectors:	
Month:			
Item to be Inspected	Actual Score	Maximum Score	%
External Areas			
Main Entrance		5	0%
Main entrance glass		5	0%
Car Parks		5	0%
Fire Exits		5	0%
Internal Areas			
Reception Area and corridors		5	0%
Management Suite Offices		5	0%
Meeting Rooms/Co working Areas		5	0%
Events Lounge		5	0%
Events/Cinema Area		5	0%
Gym		5	0%
Laundry		5	0%
Bin Store and Bin Chute Rooms		5	0%
Staircases		5	0%
Lift Car and doors		5	0%
Floors w/Tiles		5	0%
Walls		5	0%
Doors inc Glass		5	0%
Low level ledges skirting boards		5	0%
High level ledges furnishes signage		5	0%
Glazing to hand height		5	0%
Brightwork		5	0%
Cleanliness of Storage Areas and Bike store		5	0%
Toilets & Kitchens			
Floors		5	0%
Walls including showers and cubicles		5	0%

Mirrors and windows		5	0%
Sanitary fixtures		5	0%
Consumables		5	0%
Wash/hand basins and surround		5	0%
Doors including Glass		5	0%
Waste bins including feminine hygiene		5	0%
Total	0	150	0%
Poor	1	Scoring Criteria	
Non-conformance to specification in the majority of areas	2		
General conformance to specification but with a number of non-conformances	3		
Satisfactory - meets specification	4		
Good - Meets specification and exceeds in some areas	5		

This area to be used to make comments where score does not meet satisfactory criteria

APPENDIX 8 - MONTHLY CONTRACT SUMMARY KPI

Month:			Premises													
Contract Manager:																
Identifier	KPI	Output	Maximum Score													Average Score
				Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	
Planned & Periodic Cleaning Satisfaction Score Sheet	Quality of- General Cleaning	Score based on Planned & Periodic Inspection Score Sheet	150													
Management Services Score Sheet	Quality of Management	Score based on Management Services Score Sheet	65													
Continuous Improvement	Total score attained in respect of the above (by reference to the previous month's total)	Improved = 15 Static = 10 Decreased = 0	15													
Total			230													
Percentage Benchmark	80% (184 Points)															

SCHEDULE 2 : CHARGES

For the services set out in Schedule 2, the charges are as follows:

A) Estimated total annual cleaning charge projected as at Commencement Date:

£92,716.00 comprising: (£17.83 x 100 hours x 52 weeks) broken down as follows:

- Labour – £15.01 (to increase annually on 1st April in line with national living wage percentage increase)
- Other Costs – £2.82 (to increase annually in line with UK Retail Prices Index as per clause 1.3). These costs include but are not limited to:
 - Cleaning equipment
 - Consumables
 - Uniform
 - Training
 - Management
 - OH&P

B) Charges to be invoiced monthly in arrears on the basis of hours worked multiplied by the hourly charge rate, clearly stating Cleaning Services, hours worked, prevailing hourly charge and the month that is being invoiced. For the avoidance of doubt monthly hours worked should not exceed those projected in paragraph A above without prior agreement.

C) Additional Labour Costs

Company Name: L&T Facilities Management Ltd	
	<i>Hourly rates as at Commencement Date</i>
Normal Hours:	
Manager	£18.78
Supervisor	£18.78
Operative	£17.60
Evenings:	
Manager	£18.78
Supervisor	£18.78
Operative	£17.60

Saturdays	
Manager	£18.78
Supervisor	£18.78
Operative	£17.60
Sundays:	
Manager	£18.78
Supervisor	£18.78
Operative	£17.60
Bank Holidays:	
Manager	£37.56
Supervisor	£37.56
Operative	£35.20
In Lieu Days:	
Manager	£18.78
Supervisor	£18.78
Operative	£17.60

D) Mark-up

Mark-up rates for additional unscheduled reactive works are as follows:

Materials: 2% Specialist Labour: 10%

SCHEDULE 3

CHANGE CONTROL PROCEDURE

1. Either the Client or the Service Provider may issue a Change Notice to the other. The Service Provider shall, following the issue of a Change Notice, submit a Change Control Note to the Client containing the details set out below as soon as practicable and in any event within ten (10) Business Days of the Change Notice.
2. Each Change Control Note shall contain:
 - 2.1 the title of the change;
 - 2.2 the originator of the requirement or recommendation for the change;
 - 2.3 the reason for and the benefits of the change;
 - 2.4 full details of the change;
 - 2.5 a timetable for implementing the change and an outline implementation plan;
 - 2.6 the date on which the Change Control Note expires (such date not to be less than ten (10) Business Days following the date of the Change Control Note);
 - 2.7 details of the likely impact of the change on the Services including security arrangements, working arrangements, capital investment requirements, anticipated customer service impacts or closure or downsizing implications or other matters identified by the Client or the Service Provider to be of relevance;
 - 2.8 a detailed breakdown of any difference in the cost to the Service Provider of providing the Services as a result of the change including evidence that the Service Provider has used reasonable endeavours (such as by providing copies of competitive quotes) to minimise any increase in costs and maximise any reduction in costs resulting from the Service Change;
 - 2.9 the impact upwards or downwards of the Service Change on the Charges (if any);
 - 2.10 details of the staff required to perform the additional or changed duties;
 - 2.11 any training required or other transitional arrangements necessary for implementing the change.
3. On receipt of a Change Control Note, the Client shall, within the period of the validity of the Change Control Note:
 - 3.1 allocate a sequential number to the Change Control Note; and
 - 3.2 evaluate the Change Control Note and as appropriate:

- 3.2.1 request further information;
 - 3.2.2 approve the Change Control Note;
 - 3.2.3 negotiate the proposals contained in the Change Control Note; or
 - 3.2.4 notify the Service Provider of the rejection of the Change Control Note.
- 4. If the proposals contained in a Change Control Note are negotiated or otherwise altered, then the Service Provider shall produce a conformed copy of the Change Control Note for signature.
- 5. If the Service Provider and the Client agree the terms of the Change Control Note, the Client shall approve the Change Control Note and the Client and the Service Provider shall sign and deliver two (2) copies of the Change Control Note.
- 6. If the Service Provider and the Client are unable to agree any matter contained in a Change Control Note within the period of the validity of the Change Control Note, either the Service Provider or the Client shall be entitled to refer the Dispute for resolution under the Dispute Resolution Procedure.
- 7. A Change Control Note duly signed by the Service Provider and the Client shall constitute an amendment to this Agreement.
- 8. All signed Change Control Notes shall be recorded in an electronic Change Control Note file to be maintained by the Service Provider and accessible to the Client at all times.

SCHEDULE 4

SERVICE PROVIDER INSURANCES

1. Public liability

The Service Provider shall maintain public liability insurance for a minimum sum of ten million pounds sterling (£10,000,000.00) for any one claim or series of claims arising out of the same event(s) or circumstance(s). The Service Provider shall ensure that the policy shall include an indemnity to principals extension and a cross liabilities extension.

2. Employer's liability

The Service Provider shall maintain employers' liability insurance for a minimum sum of Ten Million pounds sterling (£10,000,000.00) for any one claim or series of claims arising out of the same event(s) or circumstance(s) or the statutory minimum as required by the Employers Liability (Compulsory Insurance) Act 1969 (whichever is the greater). The Service Provider shall ensure that the policy shall include an indemnity to principals extension.

4. Professional indemnity

The Service Provider shall maintain insurance up to a limit of two million five hundred thousand pounds sterling (£2,500,000.00) to cover each and every event and on an aggregate annual basis. The Service Provider shall ensure that the policy shall include an indemnity to principals extension and a cross liabilities extension.

SCHEDULE 5

ANTI-SLAVERY REQUIREMENTS

Policy Statement

We expect our suppliers to read and act in accordance with our anti-slavery and human trafficking policy as set out on our website from time to time (**Anti-Slavery Policy**).

Reporting and Audits

We expect our suppliers to:

- (i) maintain a complete set of records to trace the supply chain of all goods and services provided to us;
- (ii) prepare and deliver to us 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;
- (iii) implement annual supplier and subcontractor audits to monitor compliance with the Anti-Slavery Policy; and
- (iv) comply with such self-certification and/or audit requirements as may be reasonably required by us from time to time.

Training

We expect our suppliers to implement a system of training for their employees, suppliers and subcontractors, to ensure compliance with the Anti-Slavery Policy.

All suppliers shall keep a record of all training offered and completed by their employees, suppliers and subcontractors to ensure compliance with the Anti-Slavery Policy, and shall make a copy of the record available to us on request.

No Detriment

We expect our suppliers to implement systems designed to ensure that their employees, suppliers and subcontractors are encouraged to raise concerns about any issue or suspicion of modern slavery in any part of their business or supply chain, at the earliest possible stage. As part of such policies, suppliers must ensure that nobody suffers any detrimental treatment as a result of reporting in good faith their suspicion that modern slavery of whatever form is or may be taking place in any part of their business or supply chains. For these purposes, detrimental treatment includes dismissal, disciplinary action, threats or other unfavourable treatment connected with raising a concern.

SCHEDULE 6 : CLIENT ENVIRONMENTAL POLICY

Approved By: 

Issued By: ...Green Team

Issue No: 1 / 13.11.2015



Appendix A

Downing Environmental Policy

Downing is committed to conducting its activities to provide a high quality service whilst ensuring that 'Environmental Care' is a central component. This commitment extends to all aspects of our business.

In conducting these activities we shall:

1. Ensure compliance with or improvement upon relevant legislative and any other requirements.
2. Continue to refine and develop our Environmental Governance and Environmental Management Systems in line with our business activities, taking a proactive approach in preventing pollution and taking into account appropriate best practices and new technologies and new legislation and other requirements to which Downing subscribe.
3. Ensure the competence of staff by seeking to involve them in relevant environmental issues and to provide them with appropriate training enabling them to carry out their duties in a responsible manner.
4. Take a proactive approach in seeking methods that prevent unnecessary pollution.
5. Minimise the use of natural resources, while maximising the use of reclaimed and recycled materials within all departments.
6. Ensure the disposal of all waste in an environmentally responsible manner in accordance with legislative obligations and stakeholder requirements.
7. Monitor performance against environmental objectives supported by quantifiable targets that relate to the reduction of environmental impact, sustainability, risk management and comply with the needs of our clients and stakeholders through Downing's environmental working group and Board of Management.
8. Complete regular audit and monitoring programmes to ensure that we comply with all Downing policies and procedures, taking immediate action to rectify non compliance.

The Board of Downing is fully committed to this Policy. Employees at all levels are expected to carry out their work activities within the context of this Policy and associated Procedures and to co-operate in Organisation efforts to improve our Environmental Performance.

Schedule 7 : PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. Processing by the Provider

1.1 Scope

The Service Provider is appointed as the supplier of Cleaning Services to the Client. Personal data as set out in this schedule will be sent by the Client to the Service Provider to enable the Service Provider to provide the Services under this Agreement.

1.2 Nature

Personal data will be sent via email

1.3 Purpose of processing

To enable the Service Provider to provide the Services.

1.4 Duration of the processing

For the Term of the Agreement.

2. Types of Personal Data

Names and contact details

No sensitive personal data will be processed under this Agreement.

3. Categories of Data Subject

Customers / employees of the Client / students in the accommodation provided by the Client in its business operations.

SCHEDULE 8 – MANDATORY TRAINING

Training Topic	To be completed	Type of Training
Site Induction	One off - Initial Induction	Induction
DEPUTY	One off - Initial Induction	Induction
Risk Assessment (Ongoing)	Annually	Review/Sign Off
Health & Safety - General	Annually	On Line/Tool Box Talk
COSHH	Annually	On Line/Tool Box Talk
Manual Handling	Annually	On Line/Tool Box Talk
Slips, Trips & Falls	Annually	On Line/Tool Box Talk
Customer Service	Annually	On Line/Tool Box Talk
Pressure Washer - usage	Annually	Tool Box Talk
I MOVE Mop - usage	Annually	Tool Box Talk
General Consumables	Annually	On Line/Tool Box Talk
ACT (Anti Counter Terrorism)	Annually	On Line/Tool Box Talk
Carpet Cleaner - usage	Annually	Tool Box Talk
Wet Vac - usage	Annually	Tool Box Talk
Backpack Vac Cleaners - usage	Annually	Tool Box Talk
Additional Tool Box Talks	As Required	Tool Box Talk