

DATED

2018

PLACES FOR PEOPLE GROUP LTD (1)

and

xxxxxx (2)

FRAMEWORK AGREEMENT
for the provision of the supply of Works and Services via The
Major Projects Framework

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Documents referred to in this Framework Agreement

1. Contract Management Fee Agreement
2. Invitation to Tender
3. Parent Company Guarantee
4. Pre-qualification Questionnaire (not used)
5. Terms and Conditions

THIS FRAMEWORK AGREEMENT is dated **17th July 2017**

BETWEEN

(1) PLACES FOR PEOPLE GROUP Ltd a company limited by guarantee (company number 03777037) of 80 Cheapside, London EC2V 6EE ("**PFP**"); and

(2) TBC

INTRODUCTION

PFP is a Contracting Authority and the members of PFP's Procurement Hub are entitled to call-off Goods, Works and Services in accordance with the provisions of this Framework Agreement.

- (A) PFP placed a contract notice, reference **xxxxxx** in the Official Journal of the European Union on **xxxxxx** seeking expressions of interest from contractors for the provision of contractor works and services via the Major Projects Framework to members of the Procurement Hub under a framework agreement.
- (B) The Supplier submitted its expression of interest on **xxxxxx** in response to the contract notice.
- (C) The Supplier submitted a tender on **xxxxxx**.
- (D) On the basis of the Supplier's tender, PFP selected the Supplier to enter into a framework arrangement to provide **Contractor Works and Services via the Major Projects Framework** to the Clients on a call-off basis in accordance with this Framework Agreement.
- (E) The Framework Agreement sets out the award and ordering procedure for the built environment framework which may be required by Clients, the main terms and conditions for any call-off contract which Clients may conclude, and the obligations of the Supplier during and after the term of this Framework Agreement.
- (F) It is the intention of the parties that there will be no obligation for any Client to award any orders under this Framework Agreement to the Supplier during the Term.

AGREEMENT

1 DEFINITIONS AND INTERPRETATION

1.1 In this Framework Agreement (which includes the Introduction and Schedules) the following words and expressions have the following meanings:

- "Charging Structure"** the charges, or pricing mechanism, for Goods, Works and Services as set out in the Tender;
- "Client"** a member of the Procurement Hub

"Confidential Information"	any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, known-how, personnel and suppliers of a party, including Intellectual Property Rights, together with all information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "confidential") or which ought reasonably to be considered to be confidential;
"Contract"	the contract entered into between the Client and the Supplier in accordance with this Framework Agreement;
"Contract Award Notice"	OJEU Reference 2017/S 136-279408 dated 25 July 2017
"Contract Management Fee"	the charges payable by the Supplier to PFP in accordance with the provisions of the Contract Management Fee Agreement;
"Data Protection Requirements"	the Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner;
"Extended Period"	a term of 0 years after the expiry of the Term;
"Goods, Works and Services"	the Goods, Works and Services described in the Tender;
"Intellectual Property Rights"	patents, trade marks, service marks, design rights (whether registrable or otherwise), applicable for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom)
"Purchase Order"	the purchase order submitted by the Client to the Supplier, subject to the Terms and Conditions,

	setting out the Goods and/or Services it wishes to purchase from the Supplier;
"Regulations"	the Public Contract Regulations 2015, and any regulations of statutes appertaining generally to procurement in the public sector;
"Service Level Agreement"	the Service Level Agreement that sets out the service levels that the Supplier must adhere to relevant to the provision of Goods and/or Services to Clients as set out in Schedule 3;
"Tender"	the tender submitted by the Supplier to PFP, the subject of the Contract Award Notice;
"Term"	the period of four years from the Commencement Date;
"Terms and Conditions"	the Terms and Conditions, as set out in Schedule 1;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 In this Framework Agreement (unless the context requires otherwise):

- 1.2.1 any reference to any statute, statutory provision or subordinate legislation is to be construed as a reference to the same as it may have been, or may from time to time be, amended, modified, consolidated or re-enacted and enforced;
- 1.2.2 any reference to a statute or statutory provision includes any subordinate legislation made under it;
- 1.2.3 any phrase introduced by the terms 'including', 'include', 'in particular' or a similar expression shall be construed as illustrative and shall not limit the sense of the words to which those terms refer;
- 1.2.4 words importing the singular meaning include the plural meaning and vice versa; and
- 1.2.5 words importing the masculine include the feminine and vice versa.

2 **TERM OF FRAMEWORK AGREEMENT**

2.1 The Framework Agreement shall take effect on the Commencement Date and shall expire automatically at the end of the Term unless:

- 2.1.1 it is otherwise terminated in accordance with the terms of this Framework Agreement;
- 2.1.2 it is otherwise lawfully terminated; or

2.1.3 it is extended in accordance with the provisions of the Contract Award Notice.

3 SCOPE OF THIS FRAMEWORK AGREEMENT

3.1 This Framework Agreement governs the relationship between PFP and the Supplier in respect of the provision of the supply of Goods, Works and Services by the Supplier to the Clients.

3.2 The Clients may at their absolute discretion and from time to time order Goods, Works and Services from the Supplier in accordance with clause 6 during the Term.

3.3 The Supplier acknowledges that there is no obligation whatsoever for any Client to purchase any Goods, Works or Services from the Supplier during the Term.

3.4 The Supplier acknowledges that no guarantee has been provided by PFP and any Client in respect of the total quantities, or values, of the Goods, Works and Services to be ordered by them pursuant to this Framework Agreement and the Supplier acknowledges and agrees that it has not entered into this Framework Agreement on the basis of any such guarantee.

3.5 Unless the Supplier, in its acknowledgement of the Client's Purchase Order states that it is unable to fulfil the Purchase Order the Supplier shall provide to that Client such Goods, Works and Services in accordance with all applicable provisions of the relevant contract.

3.6 Any Contract entered into under this Framework Agreement shall commence on the date of the execution of that Contract and shall expire on the date specified in the Contract.

3.7 The Supplier shall promote the PFP Framework Agreement and PFP and draw it to the attention of any Client and use reasonable endeavours to Contract with any Client in accordance with the provisions of this Framework Agreement. Where, despite reasonable endeavours, a Client elects to procure Services directly or outside of the Framework, nothing in this agreement shall prevent the supplier from contracting with a Client.

4 GOODS, WORKS AND SERVICES

4.1 The Client is entitled to call-off any Goods, Works and Services pursuant to the provisions of this Framework Agreement. The Client is not bound to purchase all its requirements or any given value or volume from the Supplier.

4.2 The Supplier shall enter into a Contract upon the basis of the Terms and Conditions in accordance with the provisions of this Framework Agreement.

4.3 If the Client and the Supplier agree any amendments to the Terms and Conditions, the parties agree that in accordance with the Regulations there will be no substantive change to the specification of the Terms and Conditions which were agreed at the time that this Framework Agreement was awarded.

5 **METHOD OF CALL-OFF**

- 5.1 On each occasion that the Client wishes to call-off specific Goods, Works and/or Services under this Framework Agreement an official Purchase Order will be issued by the Client to the Supplier specifying the Services and/or Goods required, price, date the Goods, Works and/or Services are required, delivery address, any specialist instruction and to whom the invoice should be addressed.
- 5.2 The Supplier acknowledges that each Client is independently responsible for the submission of a Purchase Order to the Supplier under this Framework Agreement and that PFP, or PFP, is not responsible or accountable for the conduct of the Client in relation to this Framework Agreement. It is for the Client to decide the methodology of selecting the Supplier to provide Goods and/or Services having due regard to the Regulations.
- 5.3 The Supplier agrees that unless a Contract is entered into in accordance with these provisions that it will not constitute a Contract under this Framework Agreement.
- 5.4 The Supplier shall, within two Working Days of receipt of a Purchase Order, either:
- 5.4.1 acknowledge in writing receipt of the Purchase Order and state its acceptance of that Purchase Order; or
 - 5.4.2 acknowledge in writing receipt of that Purchase Order and state that it is unable to fulfil the Purchase Order.
- 5.5 If the Supplier does not reject the Purchaser Order within two Working Days of receipt it shall be deemed to have accepted the Purchaser Order for the purposes of this Agreement.
- 5.6 In the event that the Supplier accepts or is deemed to have accepted the Purchase Order, a Call Off Contract will be created subject to the:
- 5.6.1 Terms and Conditions; and
 - 5.6.2 Service Level Agreement

6 **CHARGES FOR THE GOODS, WORKS AND SERVICES**

- 6.1 The Supplier will charge the Client for any Goods, Works and Services supplied to the Client in accordance with the Charging Structure.
- 6.2 PFP may benchmark the Charging Structure at any time during the Term in order to compare the Charging Structure with charges offered by third parties. PFP shall be entitled to use any model to determine the achievement of value for money to carry out the aforementioned benchmarking evaluation, and will be entitled to publish the results of any benchmarking of the Charging Structure to the Clients.
- 6.3 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by PFP in order to undertake the benchmarking exercise and such information required is to be at the reasonable discretion of PFP.

7 **MANAGEMENT INFORMATION**

7.1 The Supplier shall, at no charge to PFP submit management information to PFP in such form and such time as reasonably requested by PFP throughout the Term.

7.2 The Supplier shall implement a processing system, as reasonably agreed, that identifies and records all Contracts.

8 **CONTRACT MANGEMENT FEE AGREEMENT**

8.1 Simultaneously with the execution of this Framework Agreement the Supplier will execute the Contract Management Fee Agreement.

8.2 In consideration of the:

8.2.1 management and administration by PFP of this Framework Agreement; and

8.2.2 the overall contractual structure; and

8.2.3 other benefits the Supplier may receive pursuant to the provisions of the Contract Management Fee Agreement,

the Supplier has agreed to pay the Contract Management Fee to PFP.

9 **AMENDMENTS TO THIS FRAMEWORK AGREEMENT**

No amendment to the provisions of this Framework Agreement shall be effective unless agreed in writing between PFP and the Supplier.

10 **COMMUNICATIONS**

10.1 Except as otherwise expressly provided, no communication from one party to the other shall have any validity under this Framework Agreement unless made in writing by or on behalf of the party sending such communication.

10.2 Any notice or other communication which either PFP or the Supplier is required or authorised by this Framework Agreement to give or make to the other shall be given or made by special, or guaranteed delivery addressed to the other at the address specified in clause 10.3.

10.3 For the purpose of clause 10.2 the address of each party shall be:

For PFP: 80 Cheapside, London EC2V 6EE.

For the Supplier: xxxxxxxxx

11 **FINANCIAL STANDING OF THE SUPPLIER**

11.1 PFP may from time to time during the Term assess the financial standing of the Supplier. PFP may base its assessment of the financial standing of the Supplier by reference to the methodology used in the Invitation to Tender and any other reasonable measure of financial standing determined by PFP including the credit

rating(s) of the Supplier as published by a recognised credit rating agency such as Equifax or an equivalent body.

11.2 In the event that PFP considers that the financial status of the Supplier represents a risk to the Supplier's ability to perform its obligations under Contracts PFP will discuss that risk with the Supplier.

11.3 If, following discussions with the Supplier the conclusion is that there remains a risk PFP may by notice in writing either:

11.3.1 forbid the Supplier from accepting further Purchase Orders without specific prior written agreement from the PFP; or

11.3.2 terminate this Framework Agreement.

11.4 PFP also reserves the right to request the Supplier to provide a parent company guarantee in respect of the Supplier's obligations under this Framework Agreement in such form as PFP may reasonably require.

12 **TERM, SUSPENSION AND TERMINATION**

12.1 This Framework Agreement shall commence on the Commencement Date and shall remain in force for the Term, unless terminated earlier pursuant to this clause 12.

12.2 PFP shall have the right to extend this Framework Agreement beyond the Term for the Extended Period providing that it serves notice of such extension no later than four months before the end of the Term.

12.3 PFP may terminate this Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where the Supplier is in breach of the Framework Agreement and:

12.3.1 the Supplier has not remedied the breach to the satisfaction of PFP within 30 Working Days after issue of a written notice specifying the breach and requesting it to be remedied;

12.3.2 the breach is not, in the reasonable opinion of PFP, capable of remedy;

12.3.3 the breach is a material breach;

12.3.4 if the Supplier fails to pay the Contract Management Fee within seven days of a written reminder from PFP;

12.3.5 the Supplier solicits the business of a Client in an attempt to circumvent the provisions of this Framework Agreement and to enter into a Contract and avoid the payment of the Contract Management Fee;

12.3.6 has made any serious misrepresentations in the tendering process for any project or matter in which the public sector has or had a significant participation.

- 12.4 The termination of this Framework Agreement shall not affect the validity of any existing Contracts. For the avoidance of doubt, the Supplier will continue to pay the Contract Management Fee in relation to such Contracts notwithstanding the termination of this Framework Agreement.
- 12.5 PFP may terminate the Framework Agreement by serving a written notice upon the Supplier with immediate effect from the date specified in such notice where the Supplier has committed three or more breaches in any 12 month period.
- 12.6 PFP may terminate the Framework Agreement by serving notice on the Supplier in writing with effect from the date specified in such notice where one of the following insolvency events occurs in relation to the Supplier:
- 12.6.1 the Supplier is an individual or a firm and a petition is presented for the Supplier bankruptcy, or a criminal bankruptcy order is made against the Supplier or any partner in the firm, or the Supplier or any partner in the firm makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Supplier's or firm's affairs; or
 - 12.6.2 the Supplier is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or the company gives or files notice of intention to appoint an administrator of it or such an administrator is appointed or the court make a winding up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
 - 12.6.3 where the Supplier is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
 - 12.6.4 any similar event occurs under the law of any other jurisdiction.
- 12.7 PFP may terminate the Framework Agreement upon 90 days written notice if in the reasonable opinion of PFP there is a material change, without limitation, in the economic or political climate, or regulatory conditions, which has the effect of making this Framework Agreement commercially unviable.

13 **POST TERMINATION PROVISIONS**

- 13.1 Upon the termination, or expiry, of this Framework Agreement the following provisions will apply:
- 13.1.1 within 14 days of such termination, or expiry, the Supplier will provide a list of "live" Contracts which continue to survive until a date after the

expiry, or termination, of this Framework Agreement. Such list must contain the end date of the relevant Contracts;

13.1.2 the Supplier will enter into reasonable and commercial discussions with PFP to try and achieve a lump sum settlement of the financial obligations that continue to exist as referred to in clause 13.1.1 above;

13.1.3 the Supplier will immediately cease to confirm in any manner that it is associated with PFP or PFP;

13.1.4 the Supplier will continue to pay the Contract Management Fee, unless this is compromised by way of a lump sum payment, in accordance with clause 13.1.2;

14 **SUSPENSION**

14.1 Without prejudice to PFP's right to terminate the Framework Agreement PFP may at any time by notice in writing suspend the right of the Supplier to accept further Purchase Orders without specific prior written agreement from PFP in the event that:

14.1.1 the Supplier fails to submit management information in respect of Goods, Works and Services , in accordance with the provisions of clause 7; or

14.1.2 the Supplier fails to pay the Contract Management Fee in accordance with the provisions of clause 8.

15 **LIMITATION OF LIABILITY**

15.1 Neither PFP nor the Supplier excludes or limits liability to the other for death or personal injury or any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 (as amended) or Section 2 of the Supply of Goods, Works and Services Act 1982 (as amended) or for fraud or fraudulent misrepresentation.

15.2 Subject always to the provisions of clauses 15.1 in no event shall PFP or the Supplier be liable to the other for:

15.2.1 any type of indirect or consequential or special loss or damage and/or;

15.2.2 loss of profit, business, revenue, goodwill, opportunity or anticipated savings.

15.3 The exclusion of liability set out in clause 15.2 shall apply regardless of whether or not such losses were foreseeable or in the contemplation of the parties at the commencement of the Framework Agreement or one party was advised of the possibility of the other suffering such losses.

15.4 Subject to clause 15.1, the total liability of each of the parties for any claim or the total of all claims arising out of any act or default of that party (whether in contract, tort, or for breach of statutory duty or otherwise) shall in no event exceed the sum of £1 million.

16 **COMPLAINTS HANDLING**

- 16.1 The Supplier shall inform PFP of any complaint received from a Client within five Working Days of becoming aware of that complaint.
- 16.2 The Supplier shall use all reasonable endeavours to resolve the complaint and in so doing shall deal with the complaint fully, expeditiously and fairly.
- 16.3 Within three Working Days of a request by PFP the Supplier shall provide full details of the steps taken to resolve the complaint.

17 **DATA PROTECTION**

- 17.1 The Supplier's attention is drawn to the Data Protection Requirements. PFP and the Supplier shall observe their obligations, and comply with such obligations, under the Data Protection Requirements.

18 **CONFIDENTIALITY**

- 18.1 Each party shall treat all Confidential Information belong to the other parties as confidential and safeguard it accordingly and shall not disclose any Confidential Information belonging to another party to any other person without the prior written consent of that party, except to such persons and to such extent as may be necessary for the performance of the Framework Agreement or except where disclosure is otherwise permitted by the provisions of the Framework Agreement.
- 18.2 The Supplier shall not use any Confidential Information it receives from PFP other than for the purposes of the Framework Agreement.
- 18.3 The Provisions of clause 18.1 - 18.2 shall not apply to any information which:
- 18.3.1 is or becomes public knowledge other than by a breach of this clause 18; or
 - 18.3.2 is in the possession of the recipient without restriction before the date of receipt from the disclosing party; or
 - 18.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure; or
 - 18.3.4 is independently developed without access to the Confidential Information; or
 - 18.3.5 must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004.

19 **PUBLICITY**

- 19.1 The Supplier shall not make any press announcement or publicise this Framework Agreement in any way without the prior written consent of PFP.

19.2 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of PFP or bring PFP into disrepute.

20 **DISPUTE RESOLUTION**

20.1 The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Framework Agreement within 20 Working Days of either party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the managing director (or equivalent) of each party.

20.2 Nothing in this dispute resolution procedure shall prevent the parties from seeking from any Court of competent jurisdiction an interim order restraining the other party from doing any act or compelling the other party to do any act.

20.3 If the dispute cannot be resolved by the parties pursuant to clause 20.1 the dispute shall be referred to mediation unless either party genuinely believes that the dispute is not suitable for resolution by mediation.

20.4 The performance of the Framework Agreement shall not be suspended, ceased or be delayed by reason of the dispute and the Supplier shall (and shall ensure that its staff or such professional advisers or consultants) comply fully with the requirements of the Framework Agreement at all times.

20.5 In the event that any mediation proves unsuccessful then either party may take such further action as it deems appropriate to pursue resolution of the dispute.

21 **INSURANCE**

21.1 The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier under any Contract, including death or personal injury, or loss of or damage to property.

21.2 The Supplier shall hold and maintain the following insurances for the duration of the Contracts:

21.2.1 public liability insurance adequate to cover all risks in the performance of the Contracts from time to time;

21.2.2 employer's liability insurance;

21.3 The Supplier shall produce copies of all insurance policies referred to in this clause upon request by PFP.

22 **SERVICE REQUIREMENTS**

22.1 The Supplier shall:

22.1.1 notify PFP of all statutory provisions and approved standards applicable to the Goods, Works and Services and their provision and shall be responsible for obtaining all licences, consents or permits required for the performance of this Framework Agreement and Contracts;

- 22.1.2 inform PFP and the Clients if the Goods, Works and Services are hazardous to health or safety and of the precautions that should be taken in respect thereto;
- 22.1.3 take all measures necessary to comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to staff in the performance of this Framework Agreement and Contracts.

23 **ENVIRONMENTAL REQUIREMENTS**

23.1 The Supplier shall:

- 23.1.1 comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Goods, Works and Services . Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Goods, Works and Services as may reasonably be requested by PFP;
- 23.1.2 meet all reasonable requests by Clients for information evidencing compliance with the provisions of this clause 23 by the Supplier.

24 **NON-DISCRIMINATION**

24.1 The Supplier shall:

- 24.1.1 not unlawfully discriminate within the meaning and scope of the provisions of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Age) Regulations 2006 or any statutory modification or re-enactment thereof or any other law relating to discrimination in employment; and
- 24.1.2 take all reasonable steps to secure the observance of the provisions of clause 24.1 by sub-contractors employed in the execution of Contracts under this Framework Agreement.

25 **TRANSFER AND SUB-CONTRACTING**

25.1 This Framework Agreement is personal to the Supplier. The Supplier shall not assign, novate, sub-contract or otherwise dispose of this Framework Agreement or any part thereof without the previous consent in writing of PFP.

25.2 PFP shall be entitled to assign, novate or otherwise dispose of its rights and obligations under this Framework Agreement or any part thereof to any Contracting Authority providing that where such assignment, novation or other disposal increases the burden of the Supplier's obligations pursuant to this Framework Agreement, the Supplier shall be entitled to such charges as maybe agreed between PFP and the Supplier to compensate for such additional burdens.

26 **AUDIT**

26.1 The Supplier shall keep and maintain until 7 years after the termination or expiry (whichever is the earlier) of this Framework Agreement, full and accurate records and accounts relevant to

26.1.1 this Framework Agreement;

26.1.2 Goods, Works and Services provided under it;

26.1.3 the Contracts entered into with Clients and the amounts paid by each Client;

26.1.4 the Contract Management Fee Agreement; and

26.1.5 the calculation of the Contract Management Fee.

26.2 The Supplier shall keep the records and accounts referred to in the preceding clause in accordance with good accountancy practice.

26.3 The Supplier shall grant authority to PFP, any authorised agents, the right of reasonable access to any premises of the Supplier which are used in connection with the performance of the Supplier's responsibilities and obligations under this Framework Agreement and in relation to any Contract, together with a right to reasonable access to all such records, and to take copies of such records. For the avoidance of doubt, PFP shall be entitled to carry out audits to determine whether the Supplier has performed its obligations under:

26.3.1 any Contract;

26.3.2 this Framework Agreement;

26.3.3 the Contract Management Fee Agreement (including the calculation of the Contract Management Fee);

collectively defined as the "**Agreements**" for the purpose of this clause 27.

26.4 Further to the provisions of clause 26.3 the Supplier shall provide, or procure the provision of, all reasonable assistance at all times for the purposes of carrying out an audit of the Supplier's compliance with the Agreements as well as an audit of all activities, performance, security and integrity in connection therewith subject at all times to the Suppliers own obligations under the Data Protection Requirements.

26.5 PFP shall use all reasonable endeavours to ensure that any audit, pursuant to this clause 26, causes the minimum amount of disruption to the business of the Supplier, and shall comply with the building regulations and security requirements of the Supplier while on the Supplier's premises.

26.6 PFP reserves the right to publish to Clients the result of any audit exercise undertaken pursuant to this clause 26. PFP will invite the Supplier to comment on the results of the audit exercise and the proposed publicity material and will take account of those comments to the extent that it deems fit in any publication. In this respect, the Supplier shall provide comments to PFP within five Working Days.

27 **CUSTOMER SATISFACTION MONITORING**

27.1 PFP may undertake monitoring of Client satisfaction concerning the performance of the Supplier in relation to the Contracts.

27.2 PFP shall adopt such mechanisms as it may deem appropriate for monitoring Client satisfaction.

27.3 PFP reserves the right to advise Clients of the findings of its Client satisfaction monitoring, which shall include the right to make available, in paper or electronic form, statistical information derived from any Client satisfaction questionnaires issued by PFP to Clients.

28 **STATUTORY INVALIDITY**

PFP and the Supplier expressly agree that should any limitation or provision contained in this Framework Agreement or a Contract be held to be invalid under any particular statute or law, or any rule, regulation, or bye-law having the force of law, it shall to that extent be deemed to be omitted but, if PFP or the Supplier thereby becomes liable for loss or damage which would have otherwise been excluded, such liability shall be subject to the other limitations and provisions set out herein.

29 **SEVERABILITY**

Subject to the provisions of clause 28, if any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Framework Agreement had been executed with the invalid provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Framework Agreement, PFP and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.

30 **WAIVER**

30.1 The failure of the Supplier or PFP to insist upon strict performance of any provision of this Framework Agreement or to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligations established by this Framework Agreement.

30.2 A waiver of any default shall not constitute a waiver of any other default.

30.3 No waiver of any of the provisions of this Framework Agreement shall be effective unless it is expressed to be a waiver communicated by notice in accordance with the provisions of clause 10.

31 **NON-EXCLUSIVITY**

For the avoidance of doubt, nothing in this Framework Agreement shall create an exclusive relationship between the Supplier and any Client for the provision of services.

32 **LAW AND JURISDICTION**

Each of the parties accepts the exclusive jurisdiction of the English courts and agrees that this Framework Agreement is to be governed by and construed according to English Law.

33 **ENTIRE AGREEMENT**

33.1 This Framework Agreement constitutes the entire understanding between PFP and the Supplier relating to the subject matter.

33.2 Neither PFP nor the Supplier has relied upon any representation or promise except as expressly set out in this Framework Agreement and (in the case of PFP) in any responses given by the Supplier to the Invitation to Tender or in the Pre-qualification Questionnaire.

33.3 PFP and the Supplier unconditionally waive any rights it may have to claim damages against the other on the basis of any statement made by the other (whether made carelessly or not) not set out or referred to in this Framework Agreement (or for breach of any warranty given by the other not so set out or referred to) unless such statement or warranty was made or given fraudulently.

33.4 PFP and the Supplier unconditionally waive any rights it may have to seek to rescind this Framework Agreement on the basis of any statement made by the other (whether made carelessly or not) whether or not such statement is set out or referred to in this Framework Agreement unless such statement was made fraudulently.

This Agreement was entered into on the Commencement Date.

SIGNED by)
FOR PLACES FOR PEOPLE GROUP Ltd)
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SIGNED by)
FOR THE SUPPLIER)
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SCHEDULE 1

Terms and Conditions

The terms and conditions shall be as issued at Invitation to Tender or may take the form that the Client wishes to use including but not limited to the NEC3 and JCT suite of standard form contracts or mutually agreed terms provided by the Client.

Contract Management Fee Agreement

As specified and agreed in the tender documentation

Service Level Agreement

The provision of Goods and/or Services shall achieve service levels measured against the Key Performance indicators set out by the framework. Each client may stipulate their own KPI's and SLA's to be mutually agreed with the supplier on a case by case basis.

KPI No	Title
1	Time
2	Cost
3	Customer Satisfaction
4	Waste Diverted from Landfill
5	Health & Safety
6	Considerate Contractor
7	Local Labour
8	Local Spend
9	SME Spend
10	Social Value

FRAMEWORK PRICING

Framework pricing as per tender submitted