**Please note that this document is an unfinished draft. It is not a template. Foot Anstey LLP has no responsibility towards any other party seeking to make use of this draft document and anyone doing so is advised to take additional legal advice before doing so.**



|  |  |
| --- | --- |
| Framework Agreement  relating to the installation of PV systems and battery storage at Lockleaze Neighbourhood Trust participant homes. | |
| Dated |  |
|  | |
| [Lockleaze Neighbourhood Trust] (1)[INSERT] (2) | |
|  | |

|  |  |
| --- | --- |
| **Date** | Day of 2020 |
|  |  |
| **Parties** | 1. **[Lockleaze Neighbourhood Trust** ]**,** a trust with its registered offices at [INSERT] (**"LNT "**). |
|  |  |
|  | 1. **[insert] ,** a company incorporated in United Kingdom, with Company Number 05000720with its registered offices at Bridgwater House, King Square, Bridgwater TA6 3AR (**"Installer"**). |
|  |  |
|  | (each a **Party** and together the **Parties**) |
|  |  |

BACKGROUND

1. LNT is spearheading a scheme to assist homeowners in the Lockleaze area of Bristol, United Kingdom to procure and install solar photovoltaic electricity systems and associated battery storage units and make associated savings on their utility bills (the "**Project**").
2. [The Project is a project [ funded through [INSERT]].
3. The solar photovoltaic electricity systems and associated battery storage units ("**Systems**" and each a "**System**") which are intended to be installed by the Installer are as specified in Schedule 2 ("**Specification**"), as may be amended in each individual installation case under the relevant Order Form.
4. The Installer is [DETAILS OF THE BUSINESS OF THE INSTALLER AND RELEVANT CREDENTIALS]
5. Under the Project, LNT shall engage with a number of homeowner participants who may be interested in having installation services provided by the Installer to them in respect of their new Systems.
6. As part of the Project, LNT wishes to enter into a framework agreement with the Installer setting out the principle terms and code of conduct which shall govern the Installer's provision of installation services for each relevant Participant homeowner that engages the Installer and in return LNT will promote and refer Participant homeowners to the Installer for their engagement of the Installer directly under the Project.

**AGREED TERMS**

* + 1. **Definitions**
       1. The following definitions shall apply herein:

**Agreement:** this agreement between the Parties as set out herein, including any Schedules attached.

**Business Hours:** the hours between 9:00 – 5:30 Monday to Friday excepting any bank holiday in England.

**Customer Charges:** charges which participant homeowners are required to pay to the Installer under their direct contractual agreement with the Installer for the Services under a specific Order Form.

**Data**: any information and data collected from the Systems, or by LNT or the Participants relating to the use and operation of the Systems, the Participants (and, where relevant, the Occupants) and the Property/ies, which may include Personal Data.

**Data Protection Legislation**: the Data Protection Act 1998, any successor legislation (including the General Data Protection Regulation 2016/679) and all applicable laws and regulations relating to processing of Personal Data and privacy, including where applicable, guidance and codes of practice issued by the Information Commissioner and any revisions, amendments or new applicable laws which supersede the above from time to time.

**Data Protection Rights**: rights held by individuals under the Data Protection Legislation, or otherwise as set out in the Order Form.

**Effective Date**: [INSERT]

**LNT Charges:**  all costs and payments to be paid by LNT to the Installer under this Agreement, for the Services as set out in Schedule 1.

**[Initial Installation Expectation:[**INSERT NUMBER**]** Systems which LNT expects (but is not bound to require) that the Installer will be required to install and provide Services in relation to during the period from the Effective Date until [INSERT INITIAL TRIAL PERIOD] and supply Services in relation to.]

**Initial Term**: the period from the Effective Date expiring on [INSERT]

**Intellectual Property Rights** (or **IPR**): all patents, rights to inventions, utility models, copyright and related rights, trade-marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software (including any source code or object code), data, database right, topography rights, moral rights, rights in Confidential Information (including know-how and trade secrets) and any other intellectual property

rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Installation Completion**: the effective installation and commissioning of a System at a Participant Property so that the relevant System is working, operative in compliance with the Specification and the relevant Order Form and in accordance with the terms of this Agreement.

**Installation Costs**: reasonable costs and expenses incurred by the Installer including travel, labour and working tools and any such other reasonable costs which are agreed with LNT prior to those costs being incurred. For the avoidance of doubt, Installation Costs shall not include materials and labour which would be reasonably considered to be expected to be obtained and used by a good workman in the business of installation and commissioning of equipment similar to the System.

**Maximum Installation Contribution:** the maximum contribution which a Participant may, at its discretion, make towards the costs of System installation at that Property, as set out in the relevant Order Form per Property. At the date of signature of this Agreement, it is envisaged that the values will be the values and subject to the terms under Schedule 1 Part 2 (such values subject to amendment by the Parties and/or in each individual case, the Participant and the Installer by separate written agreement).

**Occupant**: where a Property is not occupied by the Participant, the occupant.

**Order Form**:a contract for the supply of Services entered into during the Term of this Agreement between the Installer and a Prospective Participant or Participant of the Project (and which shall include, but not be limited to the inclusion of: the specification of equipment which shall be installed at the Property and the contact details of the Participant) in the form set out in Schedule 3 (as may be amended).

**Participant:** a Participant and owner of a Property who has entered into an Order Form with the Installer.

**Personal Data:** has the same meaning as in the Data Protection Act 1998 or any successor legislation

**[Privacy Policy**: the privacy policy which relates to the Project, (as may be amended)]

**Property:** any premises owned by a Participant which will form a part of the Project and which will be subject to an installation under an Order Form and "**Properties**" shall be construed accordingly.

**Prospective Property:** a property which has been identified by LNT as one which may, upon signature of an Order Form, become subject to the Project and have a System installed.

**Prospective Participant:** a person who owns a Prospective Property.

**Services:** the services to be undertaken by the Installer under this Agreement and to be provided to a Participant as more clearly set out in Schedule 5 and in each individual Participant's case, as detailed in the relevant Order Form.

**Services Expectation:** the level of Services which LNT anticipates it or Prospective Participants will require from the Installer during the Term, such expectations being notified to the Installer at least one month in advance of the delivery of the expected required Services delivery. Notifications of Services Expectations shall be estimates only and LNT shall not be bound to require the Services notified therein.

**Service Standards:** the standards to which the Installer is to deliver the Services, as set out in more detail under clause 4.

**System**: any one or both of (a) the photovoltaic panels and connecting equipment and/or (b) the battery system as appropriate and set out in the Specification, depending on what equipment is being installed in the Property/ies in accordance with the relevant Order Form.

**Term**: the Initial Term and any renewals.

**Territory**: the Bristol area, in particular Lockleaze, in the United Kingdom.

**Trademarks**: the trademarks [INSERT] and such other marks as may be notified and agreed to be used under this agreement from time to time by LNT .

* + - 1. **In this Agreement:** 
         1. clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement.
         2. Any reference to a "clause" or "Schedule" is, unless the context otherwise requires, a reference to a clause or Schedule in this Agreement.
      2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)
      3. The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
      4. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established;
      5. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
      6. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
      7. A reference to any party shall include that party's personal representatives, successors and permitted assigns.
      8. A reference to **writing** or **written** includes fax and email;
      9. Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
      10. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
    1. **Commencement and Duration**
       1. This Agreement shall take effect on the Effective Date and shall continue for the Initial Term unless terminated or extended earlier by LNT pursuant to this Agreement.
       2. LNT may extend this Agreement beyond the expiry of the Initial Term, upon giving the Installer at least two (2) week's written notice of such intention prior to the expiry of the Initial Term.
    2. **General Obligations**
       1. From the Effective Date, the Installer shall provide the Services in the Territory (as set out in Schedule 5) to Participants pursuant to the terms and conditions of this Agreement and the relevant Order Form that it enters with each Participant.
       2. LNT shall report in writing to the Installer from time to time on progress made with Prospective Participants and expected numbers of Prospective Participants and Participants who it reasonably believes are likely to engage the Installer through an Order Form.
       3. LNT shall not make or enter into any contracts or commitments or incur any liability for or on behalf of the Installer, including for the provision of the Services or the price for them, and the Installer must expressly consent to an Order Form for each Participant.
       4. Without prejudice to clause 3.3 above, the Installer shall, in good faith, use reasonable endeavours to enter into an Order Form in accordance with the terms of this Agreement with a Participant referred by LNT or who is otherwise taking part in the Project.
       5. The Installer shall serve the Project faithfully and diligently and not allow its other interests to conflict with its duties under this Agreement and/or each Order Form. The Installer shall comply with all reasonable and lawful instructions of LNT.
       6. The Installer shall promptly notify the LNT in writing of the following:
          1. the date it enters into an Order Form with a Participant;
          2. the amount of the payments due for Services under it; and
          3. the dates on which payments for such Services are payable

and in no event shall such notification be later than [3] Business Days after it enters into such Order Form.

* + - 1. The Installer shall not, without LNT 's consent, make or give any representations, warranties or other promises concerning the operation of the Systems or any other product which are not contained in materials provided by LNT or otherwise agreed/consented to specifically by LNT.
    1. **Service Standards**
       1. In providing each of the Services, the Installer shall at all times:
          1. provide the Services in accordance with best industry practice (as determined by any applicable industry bodies and associated codes published by such bodies from time to time);
          2. provide the Services in accordance with the relevant Order Form;
          3. provide the Services in accordance with any manufacturer set-up guidance as is provided to the Installer by LNT or otherwise;
          4. provide the Services in accordance with all applicable laws;
          5. comply with the policies and code of conduct (as set out in Schedule 3) in each case as LNT or the relevant industry body may update them from time to time;
          6. use reasonable skill and care and shall at all times deliver the Services to the best of its skill and expertise;
          7. use suitably skilled, qualified, trained and experienced personnel;
          8. obtain, maintain and comply with all consents required of the Installer for the Installer to undertake the Services;
          9. allocate sufficient resources (including sufficient staff levels) to provide the Services in accordance with the terms of this Agreement;
          10. provide such reasonable co-operation and information in relation to the Services that LNT and/or the Participant may reasonably require;
          11. take reasonable care to ensure that appropriate health and safety measures are in place both at its premises and at the Properties to ensure the health and safety of any Occupant, visitor or Participant of a Property, including its own staff and that of other persons who may be affected by their acts or omissions.
       2. The Installer shall take all necessary steps to carry out (and ensure that their relevant subcontractors and employees take all necessary steps to carry out) any work and provide the Services safely and with minimum disruption to the Participant and any Occupant.
       3. At all times during the Term, and in undertaking its obligations under this Agreement and each Order Form, the Installer agrees not to do anything that would reasonably be perceived to damage the reputation of LNT.
       4. The Installer acknowledges that it is not being appointed as an exclusive supplier of any of the Services for Participants and Participants may at any time procure installations of Systems themselves from a third party.
       5. The Installer shall promptly notify LNT in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by LNT, the manufacturers, a Participant or Occupant which materially and adversely affects its ability to perform the Services or meet any Service Standards.
       6. The Installer shall not be entitled to recover any additional costs from LNT which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to LNT by the Installer in accordance with clause 4.5 save where such additional costs or adverse effect on performance have been caused as a result of the Installer having been provided with fundamentally misleading information by LNT and such information was not provided as a result of inaccurate information provided to LNT and/or the Installer by the relevant Participant. If this exception applies, the Installer shall be entitled to recover such reasonable additional costs from LNT or shall be relieved from performance of certain obligations.
       7. Nothing in this clause 4 shall limit or exclude the liability of LNT for fraud or fraudulent misrepresentation.
    2. **Resources and Installation Services** 
       1. The Installer shall maintain sufficient resources to meet the Service Expectations notified to it by LNT and existing Order Forms with Participants including (but not limited to) the Initial Installation Expectation. Such resources shall include, but not be limited to:
          1. the engagement of sufficient numbers of employees, staff, agents or subcontractors who are sufficiently skilled and trained in order to meet those Services Expectations and orders under Order Forms; and
          2. the requisite tools, equipment and materials reasonably required for the effective and safe installation, commissioning [and maintaining] of the Systems to meet the Service Expectations.
    3. **Liability and Indemnity** 
       1. For the avoidance of doubt, nothing in this Agreement limits or excludes any party's liability for:

### death or personal injury resulting from negligence; or

### any fraud or fraudulent misrepresentation or wilful default; or

### any matter for which it would be unlawful to exclude or restrict liability.

* + - 1. Subject to clause 6.1 and except in relation to liability arising under clause 6.4, the liability of any Party to another for any breach of this Agreement, for any negligence, or arising in any other way out of the subject-matter of this Agreement will not extend to any indirect or consequential damages or losses, or to any loss of profits, loss of bargain, loss of revenue, loss of business, loss of contracts or opportunity, whether direct or indirect; even if, in any such case, the party bringing the claim has advised the other of the possibility of those losses or if they were within the other party's contemplation.
      2. Except in relation to liability arising under clauses, 6.1, 6.4, and 6.5, the maximum liability of one party to another in connection with this Agreement or its subject matter shall not exceed [INSERT, EG THE SUM OF THE LNT CHARGES PAID TO THE INSTALLER FOR THE SERVICES IN THE PREVIOUS TWELVE (12) MONTHS PRIOR TO THE DATE OF CLAIM, OR, WHERE TWELVE MONTHS HAVE NOT YET EXPIRED, £6,000].
      3. The Installer shall indemnify LNT against all liabilities, costs, expenses, damages or losses incurred by LNT arising out of or in connection with any exercise of the Installer's responsibilities under this Agreement or any breach of terms within it.
      4. The Installer shall further indemnify LNT against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit or loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by LNT arising out of or in connection with:

### any claim made against LNT, any Participant and/or any Occupant for actual or alleged infringement of a third party's IPR arising out of or in connection with use by the Installer, the Participant and/or the Occupant of any IPR supplied or otherwise made available by the Installer;

### any claim made against a Participant or LNT for actual or alleged infringement of a third party's Data Protection Rights to the extent that such actual or alleged infringement of that party's Data Protection Rights is attributable to the acts or omissions of the of the Installer, its employees, agents, sub-licensees or subcontractors; and

### any breach by the Installer of [INSERT RELEVANT SERVICE OBLIGATION/CODE OF CONDUCT OBLIGATION REFERENCE].

* + - 1. LNT shall give the Installer notice in writing as soon as possible after it becomes aware of any dispute between LNT and Participants arising out of the exercise of the Installer's responsibilities under this Agreement or any breach of the terms of this Agreement.
    1. **LNT Charges and Payments**
       1. [LNT shall pay to the Installer as full consideration for the performance by the Installer of the Services under this Agreement the LNT Charges set out in Schedule 1  at the times specified in Schedule 1.
       2. LNT reserves the right to withhold payment of the LNT Charges should any of the requirements set out under Schedule 1 Part 1 not be met.]
       3. [LNT shall be entitled to Commission if a Prospective Participant or Participant enters into a relevant Order Form with the Installer or the Installer is otherwise procured to provide Services or installation services similar to the Services to a Participant relating to a System or Systems.][The amount of commission payable shall be at the rate specified in Schedule 1 ("**Commission"**)].
       4. Except where the procedures set out in [Clause 3.5](https://uk.practicallaw.thomsonreuters.com/Document/I072d6d3ee84211e398db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad740120000017526757ff02a267733%3FNav%3DKNOWHOW_UK%26fragmentIdentifier%3DI072d6d3ee84211e398db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=2e8245d867d2cc09ad8ced15be45b1ba&list=KNOWHOW_UK&rank=2&sessionScopeId=cbbaf11a84e9317725e1979b9170a8bb10c1abfbb905b73f6928d4f34edda981&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Search)&comp=pluk&navId=36FE517AA5FA56A74867A84CE2F2806A&view=hidealldraftingnotes#co_anchor_a605833) and [Clause 3.6](https://uk.practicallaw.thomsonreuters.com/Document/I072d6d3ee84211e398db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad740120000017526757ff02a267733%3FNav%3DKNOWHOW_UK%26fragmentIdentifier%3DI072d6d3ee84211e398db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=2e8245d867d2cc09ad8ced15be45b1ba&list=KNOWHOW_UK&rank=2&sessionScopeId=cbbaf11a84e9317725e1979b9170a8bb10c1abfbb905b73f6928d4f34edda981&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Search)&comp=pluk&navId=36FE517AA5FA56A74867A84CE2F2806A&view=hidealldraftingnotes#co_anchor_a253349) below have been followed, all Commission payable pursuant to [Clause 7.3](https://uk.practicallaw.thomsonreuters.com/Document/I072d6d3ee84211e398db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad740120000017526757ff02a267733%3FNav%3DKNOWHOW_UK%26fragmentIdentifier%3DI072d6d3ee84211e398db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=2e8245d867d2cc09ad8ced15be45b1ba&list=KNOWHOW_UK&rank=2&sessionScopeId=cbbaf11a84e9317725e1979b9170a8bb10c1abfbb905b73f6928d4f34edda981&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Search)&comp=pluk&navId=36FE517AA5FA56A74867A84CE2F2806A&view=hidealldraftingnotes#co_anchor_a377480) shall be due to LNT (whether invoiced or not) within [thirty (30)] days of the end of the [month OR Quarter] in which the Principal received the corresponding payment for Services. If the Principal receives payment under any Relevant Contract in instalments, then Commission shall be calculated and paid on such instalments as they are received by the Principal.
       5. [LNT will pay for the reasonable and actual Installation Costs up to a cap of the Maximum Installation Contribution for every System installed at each Property (as set out in the Order Form) upon provision of the requisite supporting documentation. the Installer will take measures to mitigate any excessive costs of installation and shall provide supporting evidence of the costs involved in the installation and mitigating measures it has taken to reduce the costs involved.]
       6. Subject to monthly reviews and receipt of the supporting evidence to the satisfaction of LNT or its Project Partners pursuant to clause 7.2, the Installer will on a monthly basis issue an invoice with regard to the LNT Charges it has incurred for its Services delivered during that payment period, including any supporting evidence.
       7. Approved invoices shall be processed by LNT and paid to the Installer in accordance with LNT 's standard payment terms from time to time which at the date of this Agreement set out that payment shall be made within 30 days from receipt of a valid invoice.
    2. **Insurance**
       1. During the Term of this Agreement and for a period of two (2) years thereafter both parties shall maintain in force, with a reputable insurance company, adequate insurance cover in respect of their respective insurable liabilities and risks under this Agreement and, in the case of the Installer, its liabilities and risks under the Order Forms.
       2. Upon LNT 's reasonable request the Installer shall promptly provide LNT with evidence (including insurance certificates) that it has in place adequate insurance policies in accordance with clause 8.1 above and that these are in force.
       3. Without prejudice to clause 8.1, the Installer shall maintain and provide evidence of
          1. Public Liability Insurance with a minimum cover limit of [£5 million]
          2. [INSERT]
          3. [INSERT]
       4. The provisions of this clause 8 shall survive termination of this Agreement.
    3. **Confidentiality**
       1. For the purpose of this clause "**Confidential Information"** shall mean all information of a commercially sensitive nature including (but not limited to) specifications, drawings, circuit diagrams, tapes, discs and other computer readable media, documents, technical or commercial know-how, specifications, inventions, processes or initiatives, and any other confidential information concerning the a party's business, its products and services (and copies and reductions thereof) which concern or are disclosed by or on behalf of one party, its employees, agents or subcontractors ("**Disclosing Party**") to the other ("**Receiving Party**") for use in or in connection with the Project or in connection with this Agreement.
       2. Subject to clause 9.3, each party as the Receiving Party shall keep in strict confidence all Confidential Information of the Disclosing Party.
       3. The Installer agrees to keep all Confidential Information and any other confidential information concerning LNT 's business, its products and services confidential for a further period of five (5) years following the termination of this Agreement.
       4. The parties shall only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging its obligations under this Agreement and, in the case of the Installer, a relevant Order Form, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to this Agreement. The Parties may also disclose such Confidential Information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction.
       5. Each party shall ensure that its employees, officers, agents, consultants, sub-contractors, representatives or advisers to whom it discloses another party's Confidential Information shall be subject to written obligations of confidentiality no less stringent than those set out in this clause.
       6. Each party's Confidential Information and copies thereof shall remain the property of the Disclosing Party and on termination of this Agreement, or at the request of the Disclosing Party, the Receiving Party shall:
          1. hand over all Confidential Information or copies thereof to the Disclosing Party ;
          2. irretrievably delete to the extent possible any Confidential Information of the Disclosing party that it possesses (including any copies thereof) stored on any magnetic or optical disk or memory, including personal computer networks, personal e-mail accounts or personal accounts on websites, and all matter derived from such sources which is in the Installer's possession or under its control;
          3. provide a signed statement that it has complied fully with its obligations under this clause 9.6.
       7. This clause shall survive the termination of this Agreement.
    4. **Data Protection** 
       1. Each party undertakes to comply with the Data Protection Legislation at all times when collecting, storing and processing Personal Data and/or other Data in relation to the Project.
       2. The Installer shall not export any Personal Data out of the European Economic Area (EEA).
       3. The Installer undertakes to process any Personal Data it receives provided by LNT, Participants and/or Occupants, only as necessary for performance of its obligations set out in this Agreement and the relevant applicable Order Form [and in accordance with the terms of the Privacy Policy].
       4. Each party further undertakes:

### not to disclose Personal Data relating to a Participant or Occupant to any third party (except, in LNT 's case, as set out in [Section 7] of the Privacy Policy) and shall not otherwise share, transfer or sell any Personal Data to any third party not associated with the Project;

### to implement appropriate technical and organisational measures to protect all Personal Data stored by that party relating to a Participant/Occupant in accordance with the Data Protection Legislation (ensuring in each case a level of security appropriate to the risk) against unauthorised or unlawful processing or accidental loss or damage;

### to ensure that all its personnel who have access to and/or process Personal Data relating to a Participant/ Occupant are obliged to keep the Personal Data confidential and secure;

### to notify the other party without undue delay on becoming aware of any breach of the security of Personal Data relating to a Participant/Occupant and the parties agree to provide reasonable assistance to each other as necessary to facilitate the handling of any breach of Personal Data security;

### to cease all use of Personal Data relating to a Participant/Occupant on the termination of the Project or, if earlier, on the withdrawal of the Occupant or Participant from the Project or cancellation of an Order Form, provided that the parties shall be entitled to keep and use Personal Data collected up to the date of the relevant termination of or withdrawal from the Project for such further period as is:

#### necessary to continue to perform any legal or contractual obligations under this Agreement and/or Order Form in respect of Services to be provided;

#### required to ensure that the parties comply with their legal obligations; or

#### in the case of LNT, required for the purposes of the Project and for the associated research to continue to be carried out, where relevant and applicable.

* + - 1. The Parties acknowledge and agree that all Personal Data which is retained after termination of the Projector the withdrawal of any Participant or Occupant shall be stored in a pseudonymised form wherever possible.
      2. The Installer shall:

### promptly notify LNT if it receives a request from a Participant, an Occupant or any other individual who is the subject of any Personal Data:

#### for access to or correction of that person's Personal Data; or

#### to withdraw their consent to their Personal Data being processed; and

### provide LNT with full co-operation and assistance in relation to any request made by a Participant, an Occupant or any other individual who is the subject of any Personal Data for access to or correction of that person's Personal Data.

* + 1. **Termination**
       1. This Agreement may be terminated by either party at any time upon giving at least [thirty (30) days'] written notice.
       2. All terms of this Agreement will terminate on the expiry of the Initial Term unless terminated earlier or extended in accordance with this Agreement.
       3. Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may at any time terminate this Agreement with immediate effect by giving written notice to the other party if:
          1. the other party fails to pay any amount due under this Agreement on the due date for payment and remains in default not less than twenty (20) days after being notified in writing to make such payment;
          2. the other party commits a material breach of any material term of this Agreement  (other than failure to pay any amounts due under this Agreement) and (if such breach is remediable) fails to remedy that breach within a period of seven (7) days after being notified in writing to do so;
          3. the other party 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;
          4. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
          5. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
          6. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party (being a company);
          7. an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
          8. the holder of a qualifying floating charge over the assets of that other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
          9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
          10. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
          11. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.3(d) to clause 11.3(j) (inclusive); or
          12. the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;
          13. the other party breaches clauses 9 (Confidentiality), 10 (Data Protection) or 4.1(e) (policies and code of conduct).
       4. For the purposes of 11.3(b), **material breach** means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the terminating party would otherwise derive from:
          1. a substantial portion of this Agreement; or
          2. any of the obligations set out in clauses 3, 4, 5, 7.1 , 8, 9, 10, and 15.

over the Term of this Agreement. In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.

* + - 1. LNT may terminate this Agreement immediately by notice in writing if the Subcontractor is in breach of its compliance obligations under clause 4.1(d).
      2. The terms of this Agreement in respect of a Participant (other than the terms which are intended whether impliedly or expressly to continue after termination) will cease to apply in respect of that Participant and their Property immediately in the event that the relevant Order Form is terminated.
      3. LNT may terminate this Agreement as a whole immediately by notice in writing in the event that the Project is terminated#.
    1. **Effects of Termination** 
       1. On expiry or termination of this Agreement for any reason, the parties shall cooperate with each other to effect an orderly handover or cessation (or as the case may be part continuation or cessation) of the Services.
       2. Upon the expiry or termination of this Agreement, the Installer shall
          1. be obliged, where necessary, to provide reasonable assistance to LNT in the handover of its Services to LNT or a replacement services provider to ensure the continuity of service; and
          2. at LNT's option, be required to complete any installation Services under all/any selected Order Forms which were agreed with a relevant Participant prior to the termination taking place.
       3. Upon LNT 's notice of termination to the Installer, and subject to clause 12.2(b) above, the Installer will return any Systems provided to the Installer by LNT or a selected third party which the Installer has in storage, to LNT or another third party (as instructed by LNT ) at the Installer's own cost by the end of the notice period, or where termination is immediate, within thirty (30) days.
       4. Without prejudice to any other rights of LNT under the Agreement, in the event of expiry or termination of this Agreement for any reason and following the completion of any Services still subject to Order Forms which are to be completed pursuant to clause 12.2(b), the Installer shall:

### to the extent it or any of its agents, subcontractors or employees are present at a Property for the purposes of the Services, leave that Property and remove any of its equipment and materials;

### use all reasonable endeavours to comply with any reasonable instructions of LNT in relation to:

#### the assignment to LNT of any Order Form, contract, sub-contract or licence, (to the extent in force and not already assigned to LNT) in respect of the Services, or procurement of any necessary consent or permission;

#### transfer or implementation of the Storage Agreements in place with the manufacturer or supplier of the Systems (as applicable); and

#### take reasonable steps to ensure that termination does not negatively impact upon the protection of the System(s), ancillary equipment and Property from harm or damage.

* + - 1. On termination of this Agreement howsoever arising the accrued rights and liabilities of the parties as at termination and any clauses expressly or impliedly intended to survive, shall continue in full force and effect.
      2. If this Agreement is terminated by LNT pursuant to clause 11.3 then LNT may complete the Services itself and/or arrange for other entities to do so at the Contractor's cost.
      3. The provisions of this clause 12 shall survive termination of this Agreement.
    1. **Intellectual Property Rights**
       1. Except as expressly set out in this Agreement no assignment of, or licence under any Intellectual Property Rights is granted by LNT to the Installer, or by the Installer to LNT.
       2. Each party shall retain all Intellectual Property Rights in all designs and other Documents (including any information or data therein) that it prepares in relation to this Agreement.
       3. LNT hereby grants to the Installer a non-exclusive, royalty-free, irrevocable, transferable, sub-licensable licence to copy, reproduce, translate and use LNT Documents for the purposes of performing and completing the Services only. Where proprietary software is to be used in the Services LNT's obligations under this clause shall be to use reasonable endeavours to obtain, for the Installer a licence to use such software.
       4. No party to this Agreement shall use the trademarks (including but not limited to the Trademarks), designs or brand names of the other party without that party's prior written consent.
    2. **Publicity**

No public announcement, article, interview, promotion, marketing piece, advertisement, press release or other such publicity in connection with this Agreement shall be made by the Installer without LNT 's prior written approval.

* + 1. **Anti-Slavery**
       1. In performing its obligations under the Agreement, the Installer shall:

### comply with all applicable anti-slavery and human trafficking laws, statutes and regulations from time to time in force;

### have and maintain throughout the term of this Agreement its own policies and procedures to ensure its compliance with the requirements of this clause 15;

### not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the UK Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;

### include in its contracts with its direct subcontractors and supplier's anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 15;

### implement due diligence procedures for its direct subcontractors and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains;

### maintain accurate and up to date records tracing its supply chains in connection with this Agreement and the steps it has taken to minimise modern slavery and human trafficking;

### notify LNT of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement;

* + - 1. The Installer represents, warrants and undertakes that it conducts its business in a manner that is consistent with all applicable anti-slavery practices and compliant with the requirements of this clause 15.
      2. Any breach by the Installer under this clause 15 shall constitute a material breach and shall entitle LNT to terminate this Agreement immediately.
    1. **Other contracts**
       1. The Parties agree that this Agreement does not replace or negate any other contracts already agreed between them for separate services which do not relate to the Project.
       2. LNT and the Installer agree that this Agreement is to act as a framework under which the Installer shall enter into and comply with separate Order Forms with Participants.
    2. **Variation**
       1. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
    3. **Assignment**
       1. Neither Party shall, without the prior written consent of the other Party, assign, transfer, sub-contract, charge or deal in any way with this Agreement or any rights under it or purport to do any of these things.
    4. **Third Parties**
       1. A person who is not a party to this Agreement has no right to enforce any term of this Agreement under the Contracts (Rights of Third Parties) Act 1999.
    5. **No Partnership or Agency**
       1. Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
       2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
    6. **Governing Law and Jurisdiction**
       1. This Agreement and any dispute or claim arising out of or in connection with it (whether of a contractual or non-contractual nature) shall be governed by and construed in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England in relation to any dispute or claim arising out of or in connection with this Agreement (whether of a contractual or non-contractual nature).
    7. **Miscellaneous** 
       1. If any part or any provision of this Agreement shall to any extent prove invalid or unenforceable in law, the remainder of such provision and all other provisions of this Agreement shall remain valid and enforceable to the fullest extent permissible by law, and such provision shall be deemed to be omitted from this Agreement to the extent of such invalidity or unenforceability. The remainder of this Agreement shall continue in full force and effect and the Parties shall negotiate in good faith to replace the invalid or unenforceable provision with a valid, legal and enforceable provision which has an effect as close as possible to the provision or terms being replaced.
       2. No failure to exercise or delay in the exercise of any right or remedy which any Party may have under this Agreement or in connection with this Agreement shall operate as a waiver thereof, and nor shall any single or partial exercise of any such right or remedy prevent any further or other exercise thereof or of any other such right or remedy.
    8. **Execution**
       1. This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one Agreement. No counterpart shall be effective until each Party has executed at least one counterpart.

**Lockleaze Neighbourhood Trust**

By:

Name:

Title: Finance Director

Date:

[INSTALLER NAME]

By:

Name:

Title:

Date:

1. - LNT Charges and Payment Periods
2. **Commission payable to LNT**
   1. The amount of commission payable shall be at the rate of [PERCENTAGE]% of the Installer's net income received under each Order Form (as it may be renewed, extended or amended) ("**Commission"**)].
   2. The Installer shall within [NUMBER] days of the end of the [month OR Quarter] in which the Installer received the corresponding payment for Services pursuant to an Order Form send to LNT a written statement setting out, in respect of such [month OR Quarter], and in respect of each relevant Order Form:
      1. the Commission payable to LNT;
      2. the payments for Services received under each relevant Order Form entered into in the previous payment period and details of any sums due which have not been received;
      3. payments for Services received under relevant Order Forms entered into in previous payment periods; and
      4. how the Commission has been calculated, including details of all deductions made in determining Net Income.
   3. Invoicing of Commission. LNT shall invoice the Installer for the Commission payable in accordance with the Installer's statement submitted pursuant to [paragraph 1.2](https://uk.practicallaw.thomsonreuters.com/Document/I072d6d3ee84211e398db8b09b4f043e0/View/FullText.html?navigationPath=Search%2Fv1%2Fresults%2Fnavigation%2Fi0ad740120000017526757ff02a267733%3FNav%3DKNOWHOW_UK%26fragmentIdentifier%3DI072d6d3ee84211e398db8b09b4f043e0%26parentRank%3D0%26startIndex%3D1%26contextData%3D%2528sc.Search%2529%26transitionType%3DSearchItem&listSource=Search&listPageSource=2e8245d867d2cc09ad8ced15be45b1ba&list=KNOWHOW_UK&rank=2&sessionScopeId=cbbaf11a84e9317725e1979b9170a8bb10c1abfbb905b73f6928d4f34edda981&originationContext=Search%20Result&transitionType=SearchItem&contextData=(sc.Search)&comp=pluk&navId=36FE517AA5FA56A74867A84CE2F2806A&view=hidealldraftingnotes#co_anchor_a605833), together with any applicable VAT, in which case the due date for payment by the Principal of such Commission shall be [30] days from date of invoice.
3. **Costs payable by LNT to Installer**

**[INSERT]**

**System Installation Guide**

2. **Code of Conduct and**
3. **Order Form**

**Services Obligations**