**Annexure 1 – General Terms and Conditions**

# Definitions and Interpretation

## In this Agreement the following expressions have the following meanings unless the context otherwise prescribes:

1. **Agreement Date** means the date of this Agreement.
2. **Authority** means the Gas and Electricity Markets Authority/OFGEM.
3. **Business Day** means a day (other than a Saturday or Sunday or public holiday in England) when banks in London are open for business.
4. **CDM Regulations** means the Construction (Design and Management) Regulations 2015, the Approved Code of Practice together with any requirements issued from time to time by the Health and Safety Executive, or any remaking thereof or any amendments to a regulation requirement, or code therein.
5. **Change of Control**: any change of control within the meaning of section 1124 of the Corporation Tax Act 2010.
6. **Charge/Charges** and **Payments** means the charges, costs and fees as payable by PECR to the Contractor under this Agreement as described in clause 9 (including both the SPV Charges and the Heat Pump Charges and where applicable).

**Completion Date** the date the Services to be provided under an Annexure are due to be completed.

1. **Confidential Information** means all information of a confidential nature concerning the trade secrets or business dealings, methods of business, clients, members, market information, transactions, plans or affairs of a Party and any information (whether encrypted, in copy form or in any media) which by its nature the recipient ought to reasonably conclude is confidential information of the other Party, but no information that is: (a) in the public domain (other than by breach of this Agreement); (b) stock in trade or readily ascertainable by persons in the trade; or (c) received lawfully by the recipient from a third party on a non-confidential basis shall be deemed information of a confidential nature/confidential information of the other Party.

**Connection Agreement** means an agreement between DNO and the Contractor for the provision, commissioning, energisation and maintenance of an electrical connection between the SPV System at each Site and the Grid.

1. **Connection Offer** means an offer from the DNO setting out any works required to enable an authorised electrical connection between the SPV System at each Site and the Grid.
2. **Contract** an agreement for the provision of Works and Services by the Contractor to PECR for specific Sites.
3. **Contract Manager** means a senior representative or manager appointed by a Party to this Agreement as notified in the Work Order or in writing to the other Party, to coordinate the provision of the Services, pre-empt disputes and ensure effective cooperation between the Parties.
4. **Contractor’s Consents** means all consents, permissions and approvals required for the Services, to be obtained by the Contractor but excluding the Customer's Consents.
5. **Contractor Liability Cap** means the cap on the liability of the Contractor stated in the Work Order.
6. **Copyright Works** means any drawings, designs, charts, specification, plans, software and other documents or recorded information whatsoever acquired or brought into existence in any manner whatsoever by or on behalf of the Contractor for and/or in connection with the performance of Services and/or the performance of its obligations under the Agreement.
7. **Customer's** **Consents** means all consents necessary for the carrying out of the Services at the Site(s) as set out in the Work Order including the planning permission for the Site(s), accepted DNO offer with agreed programme, lease and any access rights.
8. **Data Protection Laws** means all applicable data protection and privacy laws and legislation in force from time to time in the United Kingdom including the GDPR; the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended; any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time.
9. **Deliverables** means any products and materials, infrastructure, hardware or equipment comprising the, goods, data, software or Document developed or procured by the Contractor (or its employees, subcontractors, consultants and agents in relation to the Services) for the purposes of fulfilling its duties and obligations under this Agreement (and shall, for the avoidance of doubt include but not be limited to, the System).
10. **DNO** means Western Power Distribution.
11. **Document** means any document in writing, design, drawing, diagram, blue-print, sketch, plan, specification, picture or other image whether in paper form or on disk, device, record or other form or media embodying information.
12. **Fault** means any defect or fault in or damage to the System.
13. **Final Completion Date:** means the later of the SPV Completion Date and the Heat Pump Completion Date.
14. **Force Majeure Event** means:
15. any acts, events or circumstances (to the extent not caused by either Party or its agents or employees) which occur and which (A) are (having exercised reasonable skill care and diligence) unforeseeable (or, being foreseeable, unavoidable) and outside the reasonable control of the affected Party, (B) are not substantially attributable or connected with any act, omission, fault, or negligence of the affected Party, and (C) render said Party unable to comply totally or partially with its obligations under this Agreement. Force Majeure Events may include, but are not limited to the following events or circumstances, so long as the conditions in (A), (B) and (C) above are satisfied:

### war (whether war be declared or not), hostilities, invasion, act of foreign enemies;

### rebellion, terrorism, revolution, insurrection, military or usurped power, or civil war. Acts of theft or vandalism, or any acts committed on or on behalf of a criminal organisation shall not be considered Force Majeure Events to the extent they can be insured;

### riot, commotion, disorder, strike, walkout or lockout by persons other than the Contractor's personnel and other employees of the Contractor and its Subcontractors;

### epidemics, pandemics and similar national emergencies;

### munitions of war, explosive materials, ionising radiation or contamination by radio-activity; and

### floods, earthquake, hurricane, lightning, typhoon, landslide, fire or volcanic activity(including volcanic activity outside of the country in which the Solar PV System is located), objects striking the earth from space (such as meteorites), quarantine restrictions, epidemics or similar acts of God.

1. **Gas Grid** means the gas transmission network.
2. **GDPR** means the General Data Protection Regulation ((EU) 2016/679) as agreed upon by the European Parliament and Council in April 2016 and adopted in the United Kingdom.
3. **Good Industry Practice** means the exercise of the degree of skill, care diligence, prudence, efficiency, foresight and timeliness which would be expected from a skilled, reputable and experienced company within the relevant industry or business sector in the same or similar circumstances and seeking to fulfil their obligations under a contract the same or similar (in whole or in part) to this Agreement.
4. **Grid** means the local electricity distribution network.
5. **Grid Connection** means the electrical connection between the SPV System at each Site and the Grid.
6. **Harmful Substances** means any material, substance or organism which, alone or in combination with others, is capable of causing harm to humans or the environment.
7. **Heat Pump Charges** means the prices in respect of the design and installation of the Heat Pump System as detailed in the Work Order.
8. **Heat Pump Commencement Date**: means the date the Works in respect of the Heat Pump System shall commence as detailed in the Work Order.
9. **Heat Pump Completion Date**: means the date subject to earlier termination or extension by written agreement of the Parties, by which the Works in respect of the Heat Pump shall be completed and such completion shall include the installation being fully energised and commissioned, the System having passed the relevant System Commissioning Tests and the installation and connected Deliverables having been accepted by PECR.
10. **Heat Pump Monitoring System**: means the equipment required for PECR to remotely monitor the performance of the Heat Pump System.
11. **Heat Pump O&M Charges** means the charges described in Annexure 5.
12. **Heat Pump System: [INSERT]**
13. **Insolvency Event:** A party suffers an Insolvency Event if:

|  |
| --- |
| it 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 as if the words "it is proved to the satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986;it 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 any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with its winding up other than for the sole purpose of a scheme for a solvent amalgamation with one or more other companies or a solvent reconstruction;an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or an administrator is appointed, over it;the holder of a qualifying floating charge over its assets has become entitled to appoint or has appointed an administrative receiver;a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets;a creditor or encumbrancer of it 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 its assets and such attachment or process is not discharged within 14 days;any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive); orit suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business. |
|  |

1. **Installation** means the preparation, erection, installation and connection of (as applicable depending on the Annexures selected in the Work Order):

* the SPV System and the PV Monitoring System; and/or
* the Heat Pump System and the Heat Pump Monitoring System.

at each of the Sites

1. **Intellectual Property Rights** meansall 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.
2. **KPIs:** means the key performance indictors set out in Annexures 4 and 5, as appropriate.
3. **Material** **Breach** means any breach of a term material to the Agreement which goes to the root of the Agreement itself or any conduct of either Party that amounts to a significant breach of the commercial purpose or relationship between the Parties, including, without limitation, a failure by the Contractor to maintain any insurances required pursuant to the Agreement, the Contractor assigning, transferring, charging, mortgaging or subcontracting the Agreement in breach of its terms, any significant breach of any health and safety requirement or applicable health and safety law under this Agreement which is not promptly remedied and any material breach of obligation to act in accordance with the restrictions or requirements of any third party warranty or guarantee referred in the Agreement.
4. **PECR Liability Cap** means the cap on PECR's liability specified in the Work Order.
5. **Planning Consent** means all consents, permissions, licences and approvals required to be obtained from statutory, governmental, regulatory or other bodies for the erection and installation of the SPV System at each Site.
6. **PV Monitoring System:** means the equipment required for PECR to remotely monitor the performance of the SPV System.
7. **Quarter/Quarterly** means each quarter year beginning at the Agreement Date (or such other quarterly dates as are agreed by the Parties in writing).
8. **Relevant Substance** means any substance which is subject to regulatory control as being hazardous or dangerous or is capable of causing harm or damage to the environment.
9. **Roof** means the roof space(s) (if applicable) owned or leased by PECR at which Works are to be performed by the Contractor.

**Service(s)** means any of the services, including provision of the Deliverables, supplied (or procured) by the Contractor to PECR as set out in this Agreement including the Works together with any other products or services which the Parties agree shall be provided pursuant to this Agreement from time to time.

**Service Conditions** means the terms and conditions contained within this Agreement.

1. **Site(s)** means the addresses/premises for Services as specified in the Work Order including but not limited to the Roof or Roofs at the Property on which the SPV System is installed together with so much of the area surrounding the same as the Contractor shall in accordance with the terms of the Agreement actually use in connection with the Services otherwise than merely for the purposes of access.
2. **Software** means software supplied or procured by the Contractor as part of the Services and Deliverables (as applicable).
3. **Specification** means any relevant technical specification to any Service as set out in detail in any Part of this Agreement (and/or included in the Work Order).
4. **SPV:** means the solar panel array energy generating system (including all associated components, cables and infrastructure) designed, installed and commissioned by the Contractor at each Site.
5. **SPV Charges:** means the prices in respect of the design and installation of the SPV System as detailed in the Work Order.
6. **SPV Commencement Date**: means the date the Works in respect of the SPV System shall commence as detailed in the Work Order.
7. **SPV Completion Date:** means the date, subject to earlier termination or extension by written agreement of the Parties, by which the Works in respect of the SPV System shall be completed and such completion shall include the installation being fully energised and commissioned, the System having passed the relevant System Commissioning Tests and the installation and connected Deliverables having been accepted by PECR.
8. **SPV O&M Charges** means the charges described in Annexure 4.
9. **System:** means theSPV System and/or the Heat Pump System as specified in the relevant Work Order.
10. **UK** means the United Kingdom.
11. **VAT** value added tax chargeable under English law for the time being and any similar, additional tax.
12. **Work Order** means the order form confirming the Services applicable to this Agreement.
13. **Works** means the work required to design, supply, construct, install, test and commission the System and provide the Services,as more particularly detailed in the Work Order and Annexure 1 and/or Annexure (as applicable).
14. **Writing** includes hand-writing, letter, cable, e-mail and comparable means of text based and written communication.

## The background and schedules (and any annexures thereto) form part of this Agreement and shall have effect as if set out in the main body of this Agreement. Any reference to this Agreement includes the background and schedules.

## Any reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.

## Where the words "include(s)", "including" or "in particular" are used in this Agreement, they are deemed to have the words "without limitation" following them. Where the context permits, the words other/otherwise are illustrative and do not limit the sense of the words preceding them.

## In the event of any conflict of provisions in this Agreement the order of precedence shall be:

### Annexure 1: General Terms and Conditions;

### Work Order; then

### Annexures 2-5 (as applicable)

# Agreement Commencement

## This Agreement takes effect and shall be legally binding on the Agreement Date and shall continue until all Works and Services to be provided by the Contractor have reached their Completion Date (subject to earlier termination in accordance with its terms).

## The services provided under individual Annexures shall commence and complete as may be specified in the Work Order.

# Supply of Services

## The Contractor shall carry out the Services as set out in the Work Order and relevant Annexures and shall:

### use all reasonable endeavours to meet the performance dates for delivery of all Services as set out in the Work Order;

### at all times act courteously and professionally and shall co-operate with PECR in good faith in all matters relating to the Services;

### keep PECR fully, promptly and properly informed on all aspects of progress including any foreseen or actual delays and performance of the Services;

### provide any temporary structures and/or mobile access facilities required for the performance of the Services;

### use reasonable endeavours to not interfere unnecessarily or improperly with:

#### the convenience of the public; or

#### the access to and use and occupation of all roads and footpaths in or around the Site(s), irrespective of whether they are public or in the possession of PECR or of others.

### ensure that the Services include any work which is necessary for the safe and effective operation and implementation of the System.

### comply with all applicable laws, regulations, codes, licences, lease requirements, industry guidance and permissions notified by PECR in relation to each Site, and other such requirements in the performance of its obligations under this Agreement;

### maintain the Site(s) to a high standard of cleanliness when undertaking the Services and following the erection and commissioning of the System and in doing so shall promptly clear away all dirt, spillages, rubbish, waste and hazards arising in the course of the performance of the Services and remove any tools and equipment. The Contractor shall dispose of waste and ensure compliance with all applicable current codes and laws relating to the environment and health and safety;

### throughout the performance of the Services have full regard for, and take all precautions and actions necessary to maintain the health and safety of all persons, including but not limited to the Contractor's personnel and any subcontractors, taking into account each Site's specific layout, issues and requirements, and shall keep each Site in an orderly state, in accordance with good industry practice, to avoid danger to such persons ensuring that written procedures and risk assessments are in place and are complied with at all times, which deal with:

#### working at height;

#### risk of falling objects;

#### the load bearing capacity of any parts of each Site upon which an SPV System is situated;

#### safe access and egress to each workface;

#### electrical safety;

#### fire safety (including any hot works or risk of electrical fire); and

#### ensuring the Contractor does not compromise the integrity of any existing roof or its associated materials and infrastructure;

### take adequate steps to make safe (including where appropriate disabling) the System or part thereof which may pose a health and safety risk including risk of injury or death to any person and/or risk of damage to property as soon as the Contractor becomes aware of any such risk and having particular regard to:

#### risk of falling objects;

#### the load bearing capacity of any parts of each Site upon which an SPV System is situated;

#### electrical safety; and

#### fire safety (including any hot works or risk of electrical fire);

### notify PECR with details of any accident and steps taken to mitigate harm and further risk taken as soon as practicable after its occurrence, in writing or by telephone and in any event such notification shall be no later than 24 hours after the accident;

### maintain records and make regular reports concerning the health, safety and welfare of all relevant persons, and any damage to property, and make these available to PECR on its request, and shall keep PECR regularly informed (providing details in writing as necessary) in connection with any investigation, claim, matter or proceedings where such investigation, claim, matter or proceedings arises out of or in connection with a breach or alleged breach of any health and safety requirements or regulations;

### coordinate with PECR and comply fully with the CDM Regulations, and shall undertake the role of "Principal Contractor" and "Principal Designer" as and where required (under and as defined in the CDM Regulations), and warrants that it has the competence, resources, capability and capacity to fulfil its obligations under the CDM Regulations;

### on reasonable notice provide PECR with such information, data, statistics, test certificates, import documentation, accounts, records, materials and authorisations as PECR may reasonably require in order to receive the full benefit of the Services and comply with its obligations under this Agreement;

### provide PECR with all reasonable assistance, information, details and documentation as PECR may reasonably request in connection with the Services including but not limited to assistance, information, details and documentation reasonably requested in order to receive the full benefit of the Services and comply with its obligations under this Agreement;

### provide any temporary structures and/or mobile access facilities required for the performance of the Services;

### keep secure and at its own risk and liability all Documents, hardware, machinery, tools and equipment it provides, uses or stores at each Site;

### pay or procure the payment of all customs and import duties arising upon the importation of the component parts of the System into the country in which the System is to be erected insofar as it is reasonable that the Contractor has purchased components from the relevant country from which the materials are being exported.

### be and remain responsible for the actions and performance of all its agents, representatives and subcontractors. The Contractor shall provide and make available to PECR, if requested by PECR, and within seven (7) Business Days after such request is issued by PECR, information about the nature and implementation of the Services provided by any agents, representatives and subcontractors, and any other information PECR may reasonably request.

## Any Relevant Substance at or in the vicinity of the Site(s) which has been brought to the Site(s) by the Contractor in the course of performance of the Services, which requires special handling and/or disposal, shall be immediately and properly removed and disposed of by the Contractor at its cost. The Contractor shall ensure that the emissions of any Relevant Substance or other substance attributable to any act or omission by the Contractor shall not exceed the thresholds provided by any applicable law. The Contractor undertakes to remedy promptly any environmental damage caused by any act or omission of the Contractor in the course of the performance of the Services, at its cost and responsibility.

## If performance of any of PECR's obligations to the owners or occupiers of the Sites in relation to provision of the Services is prevented or delayed by any deliberate or negligent act or omission or failure by the Contractor to perform any relevant Contractor obligation under this Agreement (" **Contractor** **Default**"):

### PECR shall (without limiting PECR 's other rights or remedies) have the right where practicable to remedy the Contractor Default itself (including by third parties) and charge the Contractor in full for PECR's reasonably incurred costs and expenses in relation to such remedy, and to rely on the Contractor Default to relieve PECR from the performance of any of PECR's obligations under this Agreement to the extent the Contractor Default prevents or delays PECR's performance of any of PECR's obligations under this Agreement; or

### where the Contractor has failed to remedy such Contractor Default within fifteen (15) Business Days of PECR notifying the Contractor of the same in writing the Contractor will reimburse PECR on written demand for any costs or losses reasonably sustained or incurred by PECR arising directly as a result of the Contractor Default.

## The Contractor's obligations and liabilities under this Agreement shall not be in any way reduced, removed, restricted, limited or extinguished by reason of any approvals, comments, consents, advice, indication of satisfaction, attendance on the Site(s) or inspections which PECR or PECR's representative may make or fail to make.

## In the event that the Contractor becomes aware of any matter(s) which may detrimentally impact on the Services, including (without limitation) anticipated delays in supply of Services, health and safety compliance problems, faulty System or other components, accidents or injuries at a Site, loss of insurance, material non-compliance with or invalidation of any warranty or guarantee, possible insolvency events etc. the Contractor shall notify PECR as soon as reasonably practicable about the impact on Services and provide such sufficient detailed information as PECR may request to understand the circumstances and implications of the potential impacts of such matters.

## If requested by the Contractor, PECR shall supply to the Contractor (in such time as may be reasonable having regard to the time and nature of any such request) any necessary and relevant data and information which is in PECR's possession, or which may only be obtained by PECR, to the extent needed by the Contractor to perform its obligations under this Agreement.

## The Contractor shall have the right to make changes to the Services which are necessary to comply with any applicable change of law, regulation, direction or code or to respond to any health and safety requirement or industry recall. In such circumstances the Contractor shall use all reasonable endeavours to notify PECR as soon as practicable in writing.

## If any of the Contractor’s personnel (including employees, agents, representatives or subcontractors) are unable to fulfil their duties under or in connection with this Agreement for any reason, the Contractor shall be wholly responsible for arranging a suitably qualified substitute and all appropriate cover, in a timely fashion, to ensure there is no interruption, delay or adverse impact on the Services. The Contractor shall be responsible and liable for the performance of all acts or omissions of its personnel (and any of its subcontractors) and any damages or losses arising in connection with such wilful acts or omissions made under or in relation to this Agreement.

## If any individual employed by the Contractor or for whom it is responsible disrupts or otherwise adversely affects the Services provision then, after consultation with PECR, PECR may reasonably require the exclusion of that individual from the Services at the Sites and the Contractor shall engage a suitable replacement and notify PECR accordingly.

# Contractor's warranties

## The Contractor warrants to PECR that the Services shall:

* + 1. comprise new plant and materials;
    2. be carried out in accordance with PECR's reasonable instructions;
    3. be designed and installed using reasonable skill and care as would be expected of a contractor experienced in undertaking the Works in accordance with Good Industry Practice such that the System when completed shall be capable of functioning in accordance with all specifications set out in this Agreement, the requirements of any manufacturer warranties or any relevant insurance policy;
    4. be completed in a timely and professional manner in accordance with any agreed timetable;
    5. where applicable, be in accordance with any roof warranty;
    6. comply with any regulatory standards appropriate to the System.;
    7. comply with the requirements of any necessary Planning Consent and building regulations and approved land acquisition, if applicable;
    8. comply with all applicable legislation including but not limited to environmental health and safety requirements and best practice guidance, all legislation governing labour and employment and ethical practices and any other relevant applicable legislation requiring compliance in relation to carrying out the Works; and in addition to the legislation, regulations and standards referenced above child or forced labour shall not be used, minimum working age is 18 years of age. Any request for a bona fide youth employment program must be submitted for review and approval by PECR. Without their explicit and written approval, minimum work age at all PECR's facilities or sponsored projects is 18 years of age.

## The Contractor further warrants that, in carrying out the Services, the Contractor, its authorised agents and sub-contractors have:

* + 1. taken all reasonable steps to prevent damage to PECR’s property and the Sites and have, as soon as reasonably practicable, rectified any damage caused to PECR’s property or the Sites by it;
    2. at all times whilst at each Site prevented any nuisance or other unreasonable interference with the rights of the landowner, any adjoining landowner, tenant or occupier or any statutory undertaker of which the Contractor, its agents and/or sub-contractors is or ought reasonably to have been aware arising out of the carrying out of the Works and Services; and
    3. not used:
       1. any Deleterious (as defined below) substances or materials at the time of specification or use;
       2. any materials or substances not in accordance with the relevant British and/or European standards or building practice at the time of specification or use; or
       3. any other goods, materials, substances or products which at the time of specification or use (given the state of knowledge generally within the construction industry at that time) are known or reasonably thought to be:
          1. Deleterious or likely to become Deleterious;
          2. Deleterious if used under certain physical or atmospheric conditions likely to be experienced within the UK; and/or
          3. likely to degrade prematurely or require an excessive level of maintenance within the context of the life expectancy of the System,

where "**Deleterious**" is a material or product that is generally accepted in the construction industry at the relevant time that by itself or combined with other materials or products: (i) poses a threat to the health and safety of those involved in the construction or use of the System; (ii) poses a threat to the structural integrity durability or performance of the whole or part of the System and/or a Site; and/or (iii) will reduce the life expectancy of the System and/or a Site other than minor wear which might reasonably be expected as part of a well-designed and fitted installation.

## The following obligations shall apply:

### Where PECR or the Contractor (who shall be obliged to promptly notify PECR in writing upon discovery) identify any erroneous, incomplete or defective items or workmanship in any procured manufacturer or Contractor Deliverable, the Contractor shall on behalf of PECR make guarantee and/or warranty claims against the manufacturer(s) and/or Contractor(s) of such Deliverables as relevant.

### Where any items or workmanship in any Deliverable are found to be erroneous, incomplete or defective owing solely to Contractor’s actions and a claim is not possible against the relevant manufacturer or Contractor, the Contractor will be obliged to repair, replace and/or maintain such items/Deliverables at the Contractor's cost.

### The Contractor warrants it shall perform the Services in such a way so as not to invalidate or breach any Contractor, installer or manufacturer warranty and/or guarantee incorporated, referenced or specified in the Agreement and the Contractor shall be liable for any costs (including repair or replacement costs) arising from its failure to comply with this clause 5.3(c).

# PECR obligations

## PECR shall:

### deliver all relevant information and documentation in its possession to the Contractor necessary for the Contractor to carry out its obligations under the Agreement;

### where applicable, acquire all necessary rights to each Site and any land where the cable or pipe is to be laid to connect the SPV System to the Grid and/or connect the Heat Pump System to the Gas Grid ( as applicable);

### grant the Contractor a licence to enter and access the relevant parts of the Site(s) for the purposes of the Services. Such access shall not be exclusive to the Contractor but any delay directly caused to the Services by any third party authorised to access the Site(s) by PECR shall entitle the Contractor to a fair and reasonable extension of time to the performance dates for delivery of all Services as set out in the Work Order and payment of any such cost incurred.

## PECR shall use reasonable endeavours to procure that the Contractor can store equipment and materials at the Site(s) if necessary for the purposes of the Services.

## PECR shall enter into the Customer's Consents necessary to allow the Contractor to comply with its obligations hereunder in sufficient time so as to enable the Contractor to meet the performance dates for delivery of the Services.

## In the event that PECR is in breach of any of its general obligations imposed by this clause in relation to either a Heat Pump System or a SPV System (as appropriate) the additional costs reasonably incurred by the Contractor in consequence thereof shall be added to the Charges and the Contractor shall be entitled to a reasonable and proportionate extension of time to the relevant Completion Date(s)**.**

# Consents, permissions and approvals

## The Contractor shall obtain and maintain all Contractor's Consents, including but not limited to all qualifications, licenses, authorisations, consents, permissions and approvals as it may need in order to perform its duties and obligations and provide the Services under this Agreement.

## The Contractor shall be deemed to be fully acquainted with and compliant with all applicable statutory and regulatory requirements, industry good practice and organisational processes in performing the Services.

# Contract Manager

## Each party shall within one (1) week of the Agreement Date, appoint a representative to act on their behalf in the performance of the matters associated with this Agreement ("**Contract Manager**"). The Contractor's Contract Manager must have appropriate technical background and experience and shall be responsible for overseeing the proper performance of the Services, directing, managing, and supervising all the activities performed by the Contractor in accordance with the terms and time periods specified in this Agreement or relevant Annexure (as appropriate).

## The Contractor's Contract Manager:

### is the sole person authorised to act in the name and on behalf of the Contractorr in all matters associated with this Agreement;

### shall be the principal point of contact with PECR; and

### shall forward the notices received from PECR to the Contractor.

## Once appointed each party shall have the right to replace their Contract Manager on notifying the other party of the replacement but the Contractor shall require PECR's consent before doing so (not to be unreasonably withheld).

# Early Warning

## The Contractor shall give early warning to PECR by notifying PECR in writing as soon as it becomes aware of any matter which may:

### constitute a Force Majeure Event;

### impact on the safety, environment, and performance and/or quality of the Services; or

### gives rise to any dispute with any third party which may adversely impact on PECR in relation to this Agreement.

# Charges and Payment

## In exchange for the provision of the Services, PECR shall pay the Contractor the Charges in accordance with this clause 7 and the relevant Annexure.

## The Contractor shall invoice PECR for the Charges in accordance with the Work Order and the applicable Annexure(s).

## The Charges comprise the total payment due under the Agreement, and PECR (and each Site's landlord) shall not be responsible for any other cost or fee arising from provision by the Contactor of the Services.

## All invoices shall be exclusive of VAT which PECR shall pay where necessary at the appropriate rate.

## The Contractor invoices shall be accompanied by details and descriptions of the relevant Services provided (including any Deliverables).

## PECR shall pay any undisputed invoice which is validly submitted by the Contractor within thirty (30) Business Days of acknowledged receipt of the invoice to a bank account nominated by The Contractor.

## If any undisputed sum payable by PECR is not paid within ten (10) Business Days after the due date for payment as specified on the invoice in accordance with these terms and conditions then the Contractor may charge interest on such sum on a day to day basis from the due date to the date of actual payment (whether before or after judgment) at the rate of two per cent (2%) above the base rate of the Bank of England from time to time in force compounded Quarterly.

# Early Warning

## The Contractor shall give early warning to PECR by notifying PECR in writing as soon as it becomes aware of any matter which may:

### materially delay the achievement of any Services;

### constitute a Force Majeure Event;

### impact on the safety, environment, and performance and/or quality of the Services; or

### gives rise to any dispute with any third party which may adversely impact on PECR in relation to this Agreement and/or Site(s).

# Indemnities

## The Contractor shall indemnify and hold harmless PECR and its respective agents, from and against all costs, expenses and liabilities, damages, claims, demands, proceedings or legal costs and judgments which PECR and its respective agents incurs or suffers in respect of:

### bodily injury, sickness, disease or death, of any person whatsoever arising out of or in the course of or by reason of the Services, unless directly attributable to any negligence, wilful act or breach of the Agreement by the Contractor any of their respective agents; and/or

### harm to the environment or damage to or loss of any property, real or personal, to the extent that such harm or damage or loss arises out of or in the course of supply of the Services by the Contractor (or its agents or subcontractors).

## The provisions of this clause 9 shall survive termination of this Agreement.

# Liability

## Nothing in this Agreement shall limit or exclude either Party's liability for:

### death or personal injury resulting from a Party's negligence;

### fraud or fraudulent misrepresentation; or

### anything for which the Parties cannot legally limit or exclude or attempt to limit or exclude their liability.

## Subject to clause 12.1 above PECR's aggregate liability to the Contractor for any damages, costs, claims or expenses arising out of the performance (or non-performance) by PECR, PECR's employees, agents, consultants or subcontractors of PECR's obligations under this Agreement (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to the PECR Liability Cap.

## Subject to clauses 12.1 and 12.6 above, the Contractor's aggregate liability to PECR for any damages, costs, claims or expenses arising out of the performance (or non-performance) by the Contractor, the Contractor's employees, agents, consultants or subcontractors of the Contractor's obligations under this Agreement (whether by virtue of negligence, breach of statutory duty or otherwise) shall be limited to the Contractor Liability Cap

## PECR shall not be liable for any delay or failure to perform its obligations under this Agreement to the extent this is caused by a delay or failure by the Contractor to perform (or procure performance of) its obligations under this Agreement.

## Neither party (the "defaulting party") will be liable for any indirect or consequential economic loss or loss of business, revenue or opportunity which the other party suffers as a result of any negligence or breach by the defaulting party.

## The Contractor shall indemnify PECR in relation to a Site against all costs, losses, damages, claims and demands suffered or made by or against PECR, by reason of any cost, expense, loss, injury, failure, disruption, building or system closure or other damage suffered in relation to such Site, or suffered by any person, whether directly or indirectly, arising out of the Contractor’s installation, testing and/or commissioning activities or the Contractor's storage or use of any vehicles, machinery, permissible Harmful Substances, Deliverables or tools and equipment at such Site, save to the extent any such loss, damage or injury arises from the negligence or breach of this Agreement by PECR.

## Neither Party shall have any liability for any loss, damage, claims, costs or expenses arising from or in relation to its delay or failure to perform its obligations under this Agreement to the extent such failure is the result of Force Majeure.

## The provisions of this clause 12 shall survive termination of this Agreement.

# Insurance

## The Contractor shall insure the Works and keep each part thereof insured for its full replacement value against all physical loss and damage (subject to standard exclusions for construction all risk insurance in the UK market). Such insurance shall be effected from the Agreement Date and shall continue until fourteen (14) days after the Final Completion Date.

## The Contractor shall prior to the first Contract Commencement Date, take out at his own cost with reputable insurers (and procure that each of its relevant subcontractors do the same) and maintain such insurance at no less than such amount for a period of six years from the Final Completion Date provided such insurance remains available generally in the market to contractors carrying on similar business as that carried on by the Contractor at commercially reasonable rates:

### product liability insurance in respect of any personal injury/death and/or loss/damage to tangible property (including to the roof on which the SPV System is located) arising out of or in connection with the performance of its obligations under this Agreement with a limit of indemnity of not less than five million pounds (£[5,000,000 ])] for each and every event;

### employer's liability cover with a limit of not less than [five million pounds (£[5,000,000])] (per policy) for any one cause or event

### professional indemnity cover with a limit of not less than [five million pounds (£[5,000,000])] (per policy) for any one cause or event

## As and when reasonably requested to do so by PECR, the Contractor shall produce for inspection documentary evidence that such insurance is being maintained in accordance with this Agreement.

## The provisions of this clause 11 shall survive termination of this Agreement.

# Term and Termination

## If PECR reasonably considers that:

### the Contractor has committed a material breach of this Agreement; and/or

### there is a material risk of damage to PECR's reputation or goodwill by continuing with the Agreement in respect of a Site,

PECR may, at its sole discretion, by giving written notice to the Contractor, suspend the Contractor's provision of the Services at the affected Site(s) for a reasonable period of time while PECR investigates and considers the most appropriate course of action.

## Without prejudice to any other rights and remedies available to either party under the Agreement or any individual Annexure PECR may terminate this Agreement or an individual Annexure in respect of any or all of the Site(s) immediately on notice in the event that:

### there has been a material breach of this Agreement by the Contractor in relation to any Site(s) which is not capable of remedy or, being capable of remedy, has not been remedied by the Contractor within either the timeframe for remedy set by PECR under this Agreement or, where not stipulated, within twenty (20) Business Days; or

### any relevant lease arrangement has been withdrawn or terminated that prevents continued implementation of this Agreement.

## PECR may terminate this Agreement in its entirety immediately in the event that:

#### there has been a material breach or breaches of this Agreement by the Contractor in relation to two or more Sites which is not capable of remedy or, being capable of remedy, has not been remedied by the Contractor within either the timeframe for remedy set by PECR under this Agreement or, where not stipulated, within twenty (20) Business Days in each case;

#### the Contractor assigns the benefit of this Agreement or sub-contracts the whole or part of the Contractor's rights and obligations without PECR's prior written consent;

#### the Contractor is subject to an Insolvency Event;

#### the Contractor undergoes a Change of Control.

## If this Agreement is terminated pursuant to clause 14.3 PECR shall pay to the Contractor that part of the Charges which shall have accrued prior to the date of such termination and which remain outstanding.

## If this Agreement is terminated by PECR in whole or part for any reason then PECR shall not be bound to make any further payments to the Contractor from the effective date of termination and any sums paid in advance by PECR to the Contractor for the provision of Services not performed shall promptly be repaid to PECR in full.

# Effects of Termination

## 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.

## Without prejudice to any other rights of PECR under the Agreement, in the event of expiry or termination of this Agreement for any reason, the Contractor shall:

### leave each Site and remove any of its equipment and materials;

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

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

#### transfer or implementation of any Connection Agreements to PECR or the Site landlord (as applicable); and

#### the protection of the environment, life or property or for the safety of the SPV System.

## 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.

## If this Agreement is terminated by PECR pursuant to clause 14.1then PECR may complete the Services itself and/or arrange for other entities to do so at the Contractor's cost.

## The provisions of this clause 15 shall survive termination of this Agreement.

# Intellectual Property Rights

## Except as expressly set out in this Agreement no assignment of, or licence under any Intellectual Property Rights is granted by PECR to the Contractor, or by the Contractor to PECR.

## 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.

## The Contractor hereby grants to PECR a non-exclusive, royalty-free, irrevocable, transferable, sub-licensable licence to copy, reproduce, modify, translate and use the Copyright Works for the purposes of designing, constructing, operating, monitoring, maintaining, dismantling, removing, insuring and financing the Services and in connection with PECR's business operations. Where proprietary Software is to be used in the Services the Contractor's obligations under this clause 16.3 shall be to use reasonable endeavours to obtain, for PECR, a licence to use such Software.

## PECR hereby grants to the Contractor a non-exclusive, royalty-free, irrevocable, transferable, sub-licensable licence to copy, reproduce, translate and use PECR Documents for the purposes of performing and completing the Services. Where proprietary Software is to be used in the Services PECR's obligations under this clause 16.4 shall be to use reasonable endeavours to obtain, for the Contractor a licence to use such Software.

## No Party to this Agreement shall use the trademarks, designs or brand names of another Party without that Party's prior written consent.

# Data Protection

## The Contractor shall, in respect of all personal data processed by the Contractor on behalf of PECR under this Agreement:

### act only on the documented instructions of PECR in processing such personal data;

### implement, maintain and operate sufficient and appropriate technical and organisational measures to protect against accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such personal data;

### provide evidence to PECR, on request, of the technical and organisational measures the Contractor has taken to comply with its obligations under clause 17.1(b);

### promptly notify Employee, via email ( ) and telephone, upon becoming aware of any errors or inaccuracies in such personal data;

### not transfer any such personal data to any country or territory outside the European Economic Area (EEA) without the prior written consent of PECR and then subject to executing such agreements and taking such additional steps as PECR may request;

### ensure that: (i) such personal data is accessible only to personnel who need to have access to it in order to carry out their roles in the performance of the Contractor's  obligations under this Agreement; (ii) all such persons are subject to contractual obligations of confidentiality in respect of such personal data; and (iii) all such persons have been appropriately trained in the requirements of Data Protection Laws;

### not engage any other processor to process such personal data without the prior written consent of PECR;

### assist PECR by appropriate technical and organisational measures for the fulfilment of PECR obligation to respond to requests for exercising data subjects' rights under Chapter III of GDPR;

### assist PECR in ensuring compliance with the obligations in Articles 32 to 36 of GDPR;

### without limiting clause 17.1(h), notify PECR, via email ( ) and telephone, without undue delay, and in any event within twenty-four (24) hours, of becoming aware of, or having reasonable grounds to suspect, any accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, such personal data; and

### make available to PECR all information necessary to demonstrate compliance with the obligations in Article 28 of GDPR.

## The measures referred to in clause 17.1(b) shall, having regard to the state of technological development and cost of implementing any measures, ensure a level of security appropriate to:

### the harm that might result from the events as mentioned in clause 17.1(b); and

### the nature of the personal data to be processed.

## The Contractor shall, at its own cost:

### on request by PECR or on termination or expiry of this Agreement, deliver to PECR any personal data in its possession, and destroy any copies of the personal data it has made unless otherwise required by operation of law; and

### on request by PECR, with reasonable notice and during business hours, submit its data processing facilities, data files and documentation to auditing (including inspection) by PECR (or a duly qualified independent auditor or inspection authority selected by PECR and not reasonably objected to by the Contractor), or by any supervisory or regulatory authority responsible for enforcing or monitoring compliance with Data Protection Laws, to ascertain compliance with this clause 17.

## The provisions of this clause 15 shall survive termination of this Agreement.

# Confidential Information

## Each Party shall be permitted to use the Confidential Information disclosed to them by the other Party only for the purposes and to the extent needed for performance of their respective obligations under this Agreement and will do so strictly in accordance with its terms and conditions.

## Each Party shall keep in strict confidence all Confidential Information received from the other and all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to each other.

## Both Parties shall restrict disclosure of any of the other's Confidential Information to their staff and to such other agents, consultants or subcontractors as need to know it for the purpose of discharging their obligations to the other Party under this Agreement. Both Parties shall also ensure that any such staff and any agents or subcontractors receiving such Confidential Information are subject to obligations of confidentiality corresponding to those which bind them and shall be responsible for any breach by them of this clause 18 as if they were a Party hereto.

## All Confidential Information (along with any records, materials, equipment, software and tools, drawings, specifications and data) supplied by either Party, their employees, agents, consultants or subcontractors to the other Party shall, at all times be kept securely with appropriate technical and organisational security measures and (unless otherwise agreed in writing) remain the supplying Party's exclusive property or that of their licensors.

## The provisions of this clause 16 shall survive termination of this Agreement.

# Force majeure

## Notice of Force Majeure

### If either Party is or will be prevented from performing any of its obligations under the Agreement by a Force Majeure Event, then it shall promptly give notice to the other Party giving the details of the nature of the Force Majeure Event, the expected impact of the Force Majeure Event on its ability to carry out its obligations under the Agreement and the anticipated duration of the Force Majeure Event. Such notice shall be given as soon as practicable, and not later than seven (7) days after the Party became aware of the event or circumstance.

### Subject to 17.1 (c) below, where Covid-19 is the Force Majeure Event, neither party shall be liable for non-compliance with the Agreement and the parties can agree to suspend the parties' obligations under this Agreement until Covid-19 no longer prevents, hinder or delays either party in complying with this Agreement. For the avoidance of doubt, neither party may terminate the Agreement where Covid-19 is the Force Majeure Event.

### The Contractor shall not be entitled to claim Covid-19 as a Force Majeure Event where the Covid-19 restrictions remain the same as those in place on the Agreement Date.

## Duty to Minimise Delay

### The Party seeking to rely on clause 17.1(a) shall at all times use all reasonable endeavours to minimise any delay in the performance of the Agreement as a result of Force Majeure Event at the Site(s) and to mitigate the effects of the Force Majeure Event. The relying Party shall give notice to the other Party when it ceases to be affected by the Force Majeure Event.

### The Parties shall continue to perform all of their obligations under the Agreement, which are not affected by the Force Majeure Event.

## Consequences of Force Majeure

The Contractor shall be entitled to a reasonable extension to the period of time required to perform any part of the Services affected by a Force Majeure.

## Optional Termination

### If the execution of the Services or any part thereof at a Site is prevented for a continuous period of ninety (90) days or more by reason of a Force Majeure Event, then either Party may give notice to the other Party to terminate this Agreement. In this event the Contractor shall within the later of 14 (fourteen) days of the notice or the cessation of the Force Majeure Event( if the Contractor is prevented from doing so due to the Force Majeure Event):

#### remove any equipment or its materials relating to the Services from the Site;

#### leave the relevant Site(s) in good order.

# Subcontracting

## The Contractor shall be entitled to sub-contract any part of the Services with the prior written approval of PECR (such approval not to be unreasonably withheld or delayed) and subject to any reasonable requirements by PECR.

## The Contractor shall remain responsible for the performance of all of its Subcontractors. The Contractor shall provide and make available to PECR, if requested by PECR, and within 10 Business Days after such request is issued by PECR the name of the Subcontractors and information about the nature of the Services contracted with the Subcontractors and any other information PECR may reasonably request other than any information relating to pricing or payment. The Contractor will not allow the Subcontractor to carry out any Services until this clause has been complied with to PECR's reasonable satisfaction

# 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 either Party without the other's prior written approval.

# Variation

## The Parties shall at all times act in a spirit of cooperation and good faith in agreeing any requested variations. All variations of the Agreement must be agreed by the Parties in writing, and the Parties shall keep a log of all such variations.

## PECR may acting reasonably, instruct a variation to the Services and shall do so where necessitated by changes to the Customer's Consents after the Agreement Date. Where PECR instructs a variation, the Contractor shall within ten (10) Business Days of receipt of such request (or such longer period as PECR and Contractor may agree) provide:

* + 1. a description of the proposed design and/or work to be performed and a programme for its execution;
    2. the Contractor's proposal for any necessary modifications to the programme and the performance dates for delivery of the Services; and
    3. the Contractor's proposal for adjustment to the Charges.

Where the Contractor requests a variation it shall submit to PECR details of such variation and the information required by this clause.

## In providing its proposal the Contractor shall use reasonable efforts to mitigate any extension of time or additional payment.

## Within five (5) Business Days of receipt of the Contractor's proposal PECR shall confirm to the Contractor whether it wishes to proceed with the variation.

## If PECR requires the Contractor to proceed with the requested variation but does not accept the Contractor's proposal, the Contractor shall, upon receiving PECR's instruction in writing, proceed diligently with the variation in accordance with and subject to all terms of this Agreement and the Parties shall negotiate in good faith the effects on the Charges and/or the performance dates for delivery of the Services.

## If the Parties fail to reach agreement, the effects on the Charges and/or the performance dates for delivery of the Services (as the case may be) shall be determined in accordance with clause 27 (Dispute Avoidance and Resolution).

# Severance

## If any court or competent authority finds that any provision of this Agreement (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Agreement shall not be affected. If any invalid, unenforceable or illegal provision of this Agreement would be valid, enforceable and legal if some part of it were deleted, the Parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the Parties' original commercial intention.

# Assignment

## The Contractor may not without the consent of PECR (such consent not to be unreasonably withheld or delayed), assign, transfer, charge, hold on trust for any person or otherwise deal in any other manner with any of its rights or obligations under this Agreement.

# No Partnership or Agency

## Nothing in this Agreement is intended to, or shall operate to, create a partnership between the Parties, or to authorise either Party to act as agent for the other.

# Third Party Rights

## A person who is not a Party to this Agreement (other than the successors in title to any Party) shall not have any rights (including under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this Agreement.

# Dispute Avoidance and Resolution

## If any dispute arises in connection with the Agreement the Parties (by at first Contract Managers, and then senior executives) shall within ten (10) Business Days of a written request from one Party to the other, meet and act in a good faith effort to resolve the dispute.

## If the dispute is not resolved in those meetings, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator shall be nominated by CEDR. To initiate the mediation, a Party must give notice in writing (ADR notice) to the other Party requesting mediation. A copy of the request shall be sent to CEDR. The mediation shall start not later than twenty (20) Business Days after the date of the ADR notice.

## Commencement of mediation shall not prevent the Parties commencing or continuing court proceedings or arbitration.

## Subject to bona fide Charges disputes, the Parties agree that they shall continue to comply with their obligations under this Agreement notwithstanding any dispute.

# Notices

## Any notice to be given by either Party under this Agreement shall be sufficiently served if sent by hand or by post to the other Party's registered office address or electronic mail to the email addresses set out below:

PECR's Contract Manager's e-mail:

For the attention of:

Contractor's Contract Manager's e-mails:

For the attention of:

## Any notice sent by hand shall be deemed to be served on the date of delivery and any notice served by electronic mail shall be deemed to be served in full at the time recorded on the electronic mail (provided that an electronic mail shall not be deemed to be served where the sender receives an notice of non-delivery or failed delivery) provided that if any notice sent by hand or electronic mail is sent after 5 p.m. on any day it shall be deemed to be served on the next Business Day. Any notice sent by post shall be deemed to have been duly served at the expiration of 48 hours after the time of posting if the end of that period falls before 5 p.m. on a Business Day and otherwise on the next Business Day.

## The provisions of this clause 28 shall not apply to the service of any process in any legal action or proceedings.

# Anti-Corruption

## The Contractor will not, and will procure that any Contractor personnel shall not, offer or make any gift or inducement (whether financial or otherwise) to any PECR employee, sub-contractor or agent.

## The Contractor shall, and shall procure that any associated persons shall:

### comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including the Bribery Act 2010 or any equivalent legislation in any other jurisdiction in which the Contractor operates and not do anything which would constitute an offence under the Bribery Act 2010 if it had been done in the UK;

### have and maintain in place its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure ongoing compliance with the requirements of this clause 29 and shall enforce them where appropriate;

### permit PECR and its representatives' access to inspect the Contractor's policies and procedures and to audit the Contractor's compliance with this clause 29; and

### immediately report any breach or suspected breach of this clause to PECR as soon as the Contractor is aware of it.

## The Contractor shall ensure that any person associated with the Contractor who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Contractor in this clause 29. The Contractor shall be responsible for the observance and performance by such persons of the Agreement and shall be directly liable to PECR for any breach by such persons of any of the Agreement.

## The Contractor shall indemnify and keep PECR indemnified from and against any and all liabilities incurred or suffered by PECR howsoever arising as a result of or in connection with any breach of this clause 29 by the Contractor or any associated persons.

## For the purpose of this clause 29, the meaning of "**adequate procedures**" and "**associated persons**" shall be determined in accordance with the Bribery Act 2010 (and any guidance issued under that Act), and associated persons shall include any employee, agent, subsidiary or subcontractor of the Contractor.

# Miscellaneous

## Each Party that has rights under this Agreement agrees it is acting on its own behalf and not for the benefit of another person.

## The Parties to the Agreement agree they shall not do anything which brings or might reasonably be expected to bring into disrepute the other, including its representatives or staff.

## The Parties shall comply with all reasonable health and safety and security requests arising from time to time made by the other in performing their obligations under this Agreement.

## Each Party agrees to do or procure to be done all such further acts and execute or procure the execution of all such documents as the other may from time to time reasonably require for the purpose of giving the other the full benefit of the provisions of this Agreement.

## The Contractor shall obtain, and at all times maintain, all necessary licences and consents and comply with all relevant legislation and regulations in relation to the performance of its obligations under this Agreement, including but not limited to the Health and Safety at Work Act, Equality Act 2010, the Asylum and Immigration Act 1996 and the Employment Rights Act 1996.

## Each Party to this Agreement warrants that it shall comply with the UK Bribery Act 2010.

## Each Party shall notify the other in writing immediately if they undergo any change of control (within the meaning of section 1124 of the Corporation Tax Act 2010).

# Entire Agreement

## This Agreement constitutes the entire agreement between PECR and the Contractor and supersedes and extinguishes all previous drafts, heads of terms, letters, courses of dealing, understandings or agreements between PECR and the Contractor, whether written or oral, relating to the subject matter of this Agreement.

## Each Party acknowledges that, in entering into this Agreement, they do not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement.

## Each Party agrees that their only remedies in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract.

## Nothing in this clause 31 shall limit or exclude any liability for fraud.

# Counterparts

## 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.

# Governing Law and Jurisdiction

## This Agreement, and any dispute or claim 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 construed in accordance with, the law of England and Wales.

## The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

## The provisions of this clause 31 shall survive termination of this Agreement.