

General Terms and Conditions of Contract

These terms and conditions apply to all orders placed by Ipserv unless expressly stated otherwise in the Invitation to Quote or the Order.

1. Definitions and Interpretation

- 1.1 In these terms and conditions, unless the context requires otherwise
- 1.1.1 "Contract" means the agreement between Ipserv and the Supplier for the provision of the Goods, Services or Works comprising the Invitation to Quote, the Specification (if any), the Quote, the Order and these terms and conditions
- 1.1.2 "Charges" means the amounts payable by Ipserv to the Supplier for the Goods, Services and Works as set out in the Order
- 1.1.3 "Commencement Date" means the date (if any) specified as such in the Order
- 1.1.4 "Confidential Information" means any information designated as such by either party in writing or that ought to be considered confidential relating to the business, affairs, assets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and all personal data within the meaning of the Data Protection Act 1998
- 1.1.5 "Contract Officer" means the officer of Ipserv who is responsible for Ipserv entering into the Contract or his representative
- 1.1.6 "Contract Period" means the period (if any) specified as such in the Order
- 1.1.7 "DPA" means the Data Protection Act 1998 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation to the Act and such legislation
- 1.1.8 "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time together with any guidance and codes of practice issued by the Information Commissioner in relation to the Act and such legislation
- 1.1.9 "Goods" means any goods, materials or equipment that the Supplier is to supply pursuant to the Contract
- 1.1.10 "Intellectual Property Rights" means any patents, trade marks, service marks, logos, design rights (whether registrable or not), applications for any of the foregoing, copyright, database rights, domain names, trade or business names, moral rights and other similar rights and the right to sue for passing off
- 1.1.11 "Invitation to Quote" means Ipserv's invitation to the Supplier to quote for the Goods, Services or Works
- 1.1.12 "Order" means Ipserv's Purchase order form to the Supplier for the Goods, Services or Works
- 1.1.13 "Policies and Procedures" means all those policies and procedures of Ipserv that are referred to in the Invitation to Quote or the Specification or that the Contract Officer notifies to the Supplier during the Contract Period as being policies or procedures with which the Supplier is required to comply
- 1.1.14 "Quote" means the Supplier's offer or proposal to supply the Goods or to carry out the Services or Works for Ipserv
- 1.1.15 "Services" means any services or work that the Supplier is to carry out pursuant to the Contract
- 1.1.16 "Specification" means the description of the Goods, Services or Works required by Ipserv as referred to in the Order
- 1.1.17 "Supplier" means the person, firm or company to whom the Order is addressed
- 1.1.18 "Supplier's Representative" means the individual nominated by the Supplier to act on its behalf in connection with this Contract
- 1.1.19 "TUPE" means the Transfer or Undertakings (Protection of Employment) Regulations 2006
- 1.1.20 "Working Day" means between the hours of 8.00am and 5.00pm on any day which is not a Saturday, Sunday or bank holiday
- 1.1.21 "Works" means any work to be carried out pursuant to the Contract
- 1.1.22 Words in the singular include the plural and vice versa
- 1.1.23 Words importing one gender include any other gender
- 1.1.24 References to any statute, enactment, order, regulation or similar instrument shall be construed as a reference to it as subsequently amended or re-enacted
- 1.1.25 References to any person include natural persons and partnerships, firms and other incorporated bodies and all other legal persons however constituted
- 1.1.26 The words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"
- 1.1.27 If special conditions are incorporated in the Contract that are inconsistent with these terms and conditions the special conditions shall prevail.

2. Scope of Contract

- 2.1 The Supplier shall supply the Goods and carry out and complete the Services and the Works in accordance with all the provisions of the Contract.
- 2.2 The Contract shall commence on the Commencement Date and subject to the provisions for early termination shall continue in force for the Contract Period.
- 2.3 Nothing in the Contract shall create any relationship of principal and agent or partnership between the parties and the Supplier shall not hold itself out as having authority or power to bind Ipserv in any way.
- 2.4 The Supplier shall at all times comply with the reasonable requirements of the Contract Officer.
- 2.5 These terms and conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing".

3. Supply of Goods

- 3.1 The Goods shall
 - 3.1.1 Comply with the requirements of the Specification and correspond with their description.
 - 3.1.2 Conform to any British, European or international standard current at the date of the Contract and bear any certification mark applicable to that standard,
 - 3.1.3 Be of the quantity or in the numbers specified in the Contract,
 - 3.1.4 Be of good quality and workmanship and conform in every respect to any sample provided,

- 3.1.5 Be capable of any standard of performance specified in the Contract, and
- 3.1.6 Where the purpose for which the Goods are required is indicated in the Order either expressly or by implication they shall be fit for that purpose.
- 3.2 Ipserv shall have the right to inspect and test the Goods at any time before delivery.
- 3.3 The Goods shall be properly packed and secured so as to reach their destination in good condition and shall be delivered to Ipserv at the time and location specified in the Order.
- 3.4 Delivery and unloading shall be free of charge to Ipserv and at the Supplier's risk and delivery to a carrier shall not be deemed to be delivery to Ipserv.
- 3.5 On or before delivery of the Goods the Supplier shall provide Ipserv with a delivery or advice note stating the date of the Order, the Order number (if any), any special storage instructions (if any), the name, quality, rate, price and quantity of the Goods being delivered.
- 3.6 The Supplier and its employees and agents shall comply with all reasonable requirements of Ipserv at the place of delivery.
- 3.7 Title and risk to the Goods shall pass to Ipserv on completion of delivery.

4. Default in supply of Goods

- 4.1 This clause applies if any of the Goods or Services to be supplied under the Contract
- 4.1.1 Are not duly delivered to Ipserv at the time (if any) stated in the Contract subject to any extension or extensions of time granted by Ipserv, or
- 4.1.2 Are in the opinion of the Contract Officer (whose decision shall be conclusive as against the Supplier) not reasonably of the quality contracted for, or
- 4.1.3 Are not in accordance with the Specification and do not correspond with their description, or
- 4.1.4 Are delivered without a delivery or advice note containing correct and sufficient particulars of the date of the Order, the Order number (if any), any special storage instructions (if any), the name, quality, rate, price and quantity of the Goods.
- 4.2 Where this clause applies Ipserv may, without prejudice to any other remedy,
- 4.2.1 Reject those Goods or Services by notice served on the Supplier and, if the Goods are not removed by the Supplier within two Working Days after service of the notice, return them to the Supplier at the expense of the Supplier, and
- 4.2.2 Purchase the same or similar goods or services from another supplier at such prices and on such terms as Ipserv thinks fit, and in that event the Supplier shall pay or allow to Ipserv the amount of any additional costs incurred by Ipserv that it would not have incurred if the Supplier had performed the Contract in accordance with its terms.

5. The Services

- 5.1 The Supplier shall carry out and perform the Services and discharge all its duties under the Contract in a proper and efficient manner exercising all the skill, care and diligence to be reasonably expected of a properly qualified and competent professional experienced in carrying out projects of a similar size, scope and complexity to the Contract.
- 5.2 The Supplier shall ensure that any person engaged in the provision of the Services is properly supervised and has adequate skills, experience and training for the task he or she has been given.
- 5.3 The Supplier shall act at all times in the best interests of Ipserv and notify Ipserv promptly of any fact, matter or circumstance which may result in delay in the performance of the Contract or in any complaint or claim for compensation against the Supplier of Ipserv
- 5.4 Whenever the Supplier needs to receive information from Ipserv it shall make its requirements known in good time and as clear and as easy for Ipserv to provide as is reasonably practicable.

6. Works

- 6.1 The Supplier shall carry out the Works diligently and in a proper, workmanlike and efficient manner to the satisfaction of Ipserv.
- 6.2 Unless other instructions have been issued by Ipserv the Supplier shall commence work promptly and complete the Works within the time specified or if none is specified then within a reasonable time.
- 6.3 The Supplier must notify Ipserv in writing as soon as it becomes aware of any fact, matter or circumstance that may result in delay to the Works and if applicable request a reasonable extension of the period for the completion.
- 6.4 The Supplier shall provide all suitably qualified and skilled labour, plant, tools, transport and equipment necessary for the safe execution of the Works, such plant, tools and equipment to be stored at the sole risk of the Supplier and so as to cause minimum inconvenience to Ipserv and the public.
- 6.5 The Supplier shall keep the site of the Works in an orderly state and provide and maintain at its own cost all lights, guards, fencing and warning signs for the protection of the Works and the safety and convenience of the public and others.
- 6.6 On completion of the Works the Supplier shall remove all materials from the site (unless otherwise instructed) and permanently reinstate any damaged surfaces and leave the site in a clean condition ready for occupation.

7. Payment

- 7.1 The Supplier shall invoice Ipserv for the Charges on the dates for payment (if any) stated in the Specification or Order or within 10 Working Days of delivery of the Goods or completion of the Works or Services.
- 7.2 The Supplier shall provide all such details of how the Charges are calculated and all such supporting documents and other evidence as the Contract Officer may require.
- 7.3 So long as the Supplier shall provide the Goods, Services and Works in accordance with all the provisions of the Contract and to the satisfaction of the Contract Officer and subject to the provisions of this clause Ipserv shall pay the Charges within 30 days of receipt of a valid invoice from the Supplier.
- 7.4 Ipserv may set-off and deduct from any payment any sums due from the Supplier to Ipserv under the Contract or any other contract and shall give the Supplier notice of its intention to make any such deduction.

7.5 If Ipserv fails to pay the Charges by the due date for payment the Supplier shall be entitled to interest on the amount unpaid from the due date until the date of actual payment at 2% above the base rate for the time being of Lloyds Bank.

7.6 The Supplier shall not be entitled to any payment in addition to the Charges unless the Supplier has been expressly instructed by Ipserv to carry out any additional or varied work and has received an official order from Ipserv for such work which states the amount or rates payable for such work.

7.7 Where the Supplier enters into a sub-contract with another supplier or contractor for the purpose of performing the Contract, the Supplier shall include a term in such sub-contract that the Supplier will pay all undisputed sums to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice from the sub-contractor.

7.8 The Supplier shall provide Ipserv with such details as Ipserv may require to enable it to make payment by BACS.

8. Reviews

8.1 Where the Contract Period exceeds six months the Contract Officer and the Supplier's Representative will meet every three months or when reasonably required by the Contract Officer to monitor and review the performance of the Contract.

8.2 At such meetings the parties shall consider such matters as the Contract Officer considers appropriate including how to improve the performance of the Contract, compliance of the Goods, Services or Works with the Specification, value for money, user satisfaction and risk management.

9. Warranties and Representations

9.1 The Supplier acknowledges that it does not enter into the Contract in reliance on any warranty, representation or undertaking made by or on behalf of Ipserv other than those contained in the Contract and that its only remedies are for breach of contract.

9.2 The Supplier warrants that all information provided in the Quote was at the date of the Quote and (unless specifically notified to Ipserv in writing) is at the date of the Contract true, complete and accurate.

9.3 The Supplier acknowledges that may have entered into the Contract in reliance on representations made by the Supplier in the Quote as to its ability to perform the Services.

9.4 This clause does not exclude any liability that Ipserv would otherwise have to the Supplier for any statements made fraudulently by Ipserv.

10. Data Protection

10.1 The Supplier shall comply with any notification requirements under the DPA and duly observe all its obligations under the DPA, which arise in connection with the Contract.

10.2 Where the Supplier is processing personal data (as defined by the DPA) as a data processor for Ipserv the Supplier shall only process such data in accordance with the instructions of Ipserv and shall have in place appropriate technical and contractual measures to ensure the security of the personal data and prevent unauthorised or unlawful processing and accidental loss or destruction of, or damage to, the personal data.

10.3 The Supplier shall

10.3.1 Provide Ipserv with such information as it may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA

10.3.2 Promptly notify Ipserv of any breach of the security measures required to be put in place pursuant to sub-clause 2 and

10.3.3 Ensure it does not knowingly or negligently do or omit to do anything that places Ipserv in breach of its obligations under the DPA.

10.4 The provisions of this clause shall apply during the Contract Period and indefinitely after its expiry or termination.

11. Confidential Information

11.1 Each party shall treat all Confidential Information belonging to the other party as confidential and shall not disclose it to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Contract.

11.2 The Supplier shall not use any Confidential Information it receives from Ipserv otherwise than for the purposes of the Contract

11.3 This clause shall not apply to any Confidential Information received by one party from the other which

11.3.1 Is or becomes public knowledge (otherwise than by breach of this clause);

11.3.2 Was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;

11.3.3 Is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;

11.3.4 Is independently developed without access to the Confidential Information; or

11.3.5 Must be disclosed pursuant to a legal obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations 2004.

11.4 Nothing in this clause shall prevent Ipserv disclosing any Confidential Information obtained from the Supplier to any person engaged in providing any services to Ipserv for any purpose relating to or ancillary to the Contract.

11.5 Nothing in this clause shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

12. Freedom of Information

12.1 The Supplier acknowledges that Ipserv is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall assist and co-operate with Ipserv (at the Supplier's expense) to enable Ipserv to comply with its disclosure requirements.

12.2 The Supplier shall and shall procure that its sub-contractors shall

12.2.1 Transfer any request for information it receives to Ipserv as soon as practicable after receipt and in any event within two Working Days;

12.2.2 Provide Ipserv with a copy of all information in its possession or power in the form that Ipserv requires within five Working Days (or such other period as Ipserv may specify) of Ipserv requesting that information; and

12.2.3 Provide all necessary assistance reasonably requested by Ipserv to enable Ipserv to respond to a request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

12.3 Ipserv may determine in its absolute discretion whether any information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations or is to be disclosed in response to a request for information, and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by Ipserv.

12.4 The Supplier acknowledges that Ipserv may be obliged under the FOIA or the Environmental Information Regulations to disclose information without consulting the Supplier, or following consultation with the Supplier and having taken its views into account.

12.5 The Supplier shall ensure that all information produced in the course of or relating to this Contract is retained for disclosure and shall permit Ipserv to inspect such records as requested from time to time.

12.6 The Supplier acknowledges that any lists or schedules of Confidential Information provided by it are of indicative value only and that Ipserv may nevertheless be obliged to disclose Confidential Information in accordance with this clause.

13. Security of Confidential Information

13.1 In order to ensure that no unauthorised person gains access to any Confidential Information obtained in the performance of the Services the Supplier undertakes to maintain security systems approved by Ipserv.

13.2 The Supplier will immediately notify of any breach of security in relation to Confidential Information obtained in the performance of the Contract and will use its best endeavours to recover any such Confidential Information however it may be recorded.

13.3 The Supplier will co-operate with <acrlclient.client_name> in any investigation that Ipserv considers necessary as a result of any breach of security in relation to Confidential Information.

14. Intellectual Property Rights

14.1 The Supplier warrants that it owns or has a legal right to use and to licence Ipserv to use any Intellectual Property Rights in the Goods or that is necessary for the performance of the Services and that the use of the Goods or Services for any purpose indicated in the Contract will not infringe the Intellectual Property Rights of any other person.

14.2 The Supplier shall indemnify Ipserv against all claims and demands made against it and all loss and expense (including legal costs) incurred by Ipserv arising out of any proceedings issued by third parties alleging breach of their Intellectual Property Rights to the extent that the alleged infringement arises out of the use by Ipserv of such Intellectual Property Rights for a purpose for which they were provided by the Supplier.

15. Liability

15.1 The Supplier shall indemnify Ipserv in full against all demands, claims, losses, costs, and expenses made against or incurred by Ipserv in respect of personal injury to or the death of any person or loss of or damage to any tangible property (including property belonging to Ipserv) caused by or arising from any negligence or other breach of this Contract by the Supplier or any employee, agent or sub-contractor of the Supplier in connection with the supply of the Goods, the provision of the Services or the carrying out of the Works.

15.2 Subject to the provisions of this Contract the liability of the Supplier to Ipserv for any loss, damage or expense suffered or incurred by Ipserv as a result of any negligence or other breach of the Contract by the Supplier or any employee, agent or subcontractor of the Supplier in connection with the supply of the Goods, the provision of the Services or the carrying out of the Works shall not exceed £2,000,000.

15.3 Nothing in this clause shall limit the liability of the Supplier for fraud or wilful default.

16. Insurance

16.1 The Supplier shall take out with a well-established insurance company or underwriter of repute, any maintain for so long as may be necessary to cover the Supplier's liabilities in connection with the Contract, public liability insurance with a limit of indemnity of not less than £10,000,000 for each and every claim.

16.2 The Supplier shall take out and maintain for the Contract Period employer's liability insurance as required by law.

16.3 Where the Services include consultancy services or the giving of advice the Supplier shall also take out and maintain for the Contract Period and a minimum of six years thereafter professional indemnity insurance with a limit of indemnity of not less than £2,000,000 in the aggregate for each year of insurance, provided that such insurance is available in the insurance market at reasonable premium rates.

16.4 The Supplier shall, as and when requested to do so by Ipserv, make available for inspection by Ipserv documentary evidence that the insurance required by this clause has been taken out and is being properly maintained.

16.5 The Supplier shall immediately inform Ipserv in writing if professional indemnity insurance ceases to be available at reasonable premium rates.

16.6 Nothing in this clause shall affect or restrict the Supplier's obligations or liabilities under the Contract.

17. Prevention of Corruption

17.1 is entitled to cancel this Contract and to recover any loss or damage incurred as a result of the Contract or its cancellation

from the Supplier if

17.1.1 The Supplier has offered, or given, or agreed to give to any person any gift, consideration, inducement or reward of any kind for doing or not doing any act in relation to this Contract or any other contract with Ipserv,

17.1.2 Similar acts have been done by any person employed by the Supplier or acting on its behalf (whether the Supplier knew about this or not), or

17.1.3 In relation to any contract with Ipserv, the Supplier or a person employed by it or acting on its behalf has committed any offence under the Bribery Act 2010 or given any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972.

18. Assignment and Novation

18.1 Ipserv shall be entitled to:

18.1.1 Assign, novate or otherwise dispose of its rights and obligations under the Contract to any other body established by Ipserv or under statute for the purpose of performing any functions previously performed by Ipserv; or

18.1.2 Assign or novate this Contract to any private sector body which substantially performs any of the functions of Ipserv, provided that any such assignment or novation shall not materially increase the burden of the Supplier's obligations under this Contract.

18.2 The Supplier shall promptly sign, execute and do at its own expense all such documents, deeds or acts as Ipserv may require in order to exercise its rights under this clause.

18.3 The Supplier shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without the prior written consent of Ipserv. Sub-contracting any part of the Contract shall not relieve the Supplier of any obligation or duty owed by the Supplier to Ipserv under this Contract.

19. Equality Diversity and Safeguarding

19.1 The Supplier shall at all times

19.1.1 Comply with the provisions of the Equality Act 2010 and any code of practice or guidance issued under the Act

19.1.2 Support Ipserv in the performance of its duty under section 149 of the Equality Act 2010 to have due regard to the need to eliminate unlawful discrimination, victimisation, harassment and other prohibited conduct and to advance equality of opportunity and foster good relations between those who share a relevant protected characteristic and those who do not.

19.1.3 Comply with the requirements of the Health and Safety at Work Act 1974 and any regulations made and codes of practice issued under that Act, and with any other legislation pertaining to the health and safety of employees;

19.1.4 Comply and ensure that all its employees, agents and sub-contractors engaged in the provision of the Services are at all times familiar with and comply with the Policies and Procedures, and

19.1.5 Ensure that it and all its employees, agents and sub-contractors engaged in the provision of the Services are at all times familiar with and comply with Suffolk Safeguarding Children Board policy and procedures.

19.2 The Supplier shall for the whole of the Contract Period pay all those of its employees and other workers who are engaged in the provision of the Goods, Services or Works at an hourly rate not less than the Living Wage as defined by the Living Wage Foundation. The Supplier shall provide Ipserv with such information as it may reasonably require from time to time to satisfy Ipserv that it is complying with its obligations under this clause.

20. Termination

20.1 Ipserv may terminate the Contract at any time by giving the Supplier not less than three months notice in writing and shall not incur any liability to the Supplier as a result of such termination.

20.2 Ipserv may terminate the Contract by giving the Supplier not less than 14 days notice in writing where the Supplier has committed a serious or persistent breach of the Contract and, in the case of a breach which is capable of being remedied, has failed to remedy the breach within 14 days of being given written notice by Ipserv specifying the breach and requiring the Supplier to remedy it.

20.3 Ipserv may terminate the Contract by notice in writing with immediate effect if

20.3.1 The Supplier undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of the Contract; or

20.3.2 The Supplier (being a company) passes a resolution for winding up or dissolution (otherwise than for the purposes of amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make, an application for an administration order in relation to it, or any party gives or files notice of intention to appoint an administrator or an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or

20.3.3 The Supplier (being an individual) has a bankruptcy petition presented against him or makes a composition or arrangement with his creditors; or

20.3.4 The Supplier is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or

20.3.5 Any similar event under the law of any other jurisdiction occurs within the United Kingdom.

20.4 Ipserv may only exercise its right under sub-clause 20.3.1 of this clause within six months after the Supplier has notified it of the change of control and shall not do so where it has agreed in advance to the particular change of control.

20.5 If this Contract is terminated under sub-clause 20.2 or 20.3 of this clause Ipserv shall be entitled (in addition to any other rights or remedies it may have at common law or otherwise) to withhold or deduct from any Charges or other money due to the Supplier such sum as will enable Ipserv to acquire the Goods, Services and Works (or such part thereof as has not been performed at the date of termination) for the remainder of the Contract Period without expending more in total than it would have done if the Contract has not been terminated.

20.6 Subject to sub-clause 20.5 termination of this Contract under this clause shall not affect any rights of the parties, which have accrued prior to such termination.

21. Publicity

21.1 The Supplier shall not make any press announcements or publicise the Contract or any part of it in any way, except with the written consent of Ipserv or as required by law.

22. Variation

22.1 No variation of this Contract shall be effective unless it is recorded in writing and signed by the Contract Officer and the Supplier's Representative.

22.2 The failure by either party at any time or for any period to enforce any term of the Contract shall not constitute a waiver of its rights or affect its right subsequently to enforce all the terms of the Contract.

23. Third Party Rights

23.1 The parties do not intend to confer any benefit or any right to enforce any term of this Contract on anyone who is not a party to this Contract.

24. TUPE

24.1 If the Contract effects a service provision change as defined in TUPE in respect of the Services or any part of the Services, Ipserv shall not incur any liability to the Supplier as a result of any inaccuracy or omission in any information provided to the Supplier by Ipserv or the previous service provider.

24.2 The Supplier shall supply to Ipserv in writing within 15 Working Days of being so requested whether before or after the expiry or termination of the Contract:

24.2.1 Such information as Ipserv may reasonably request regarding the costs of employing the personnel engaged in performing the Services; and

24.2.2 Such information as Ipserv may in the Contract Officer's opinion reasonably require for the purpose of tendering future contracts for the Services in order to achieve best value for Ipserv and to effect a smooth and efficient transfer of the Services including all employee liability information as defined in regulation 11 of TUPE.

24.3 The Supplier shall warrant that any information supplied under sub-clause 24.2 of this clause is at the time it is supplied true, complete and accurate and shall promptly notify the Contract Officer in writing if it became aware that any of the information is or has become untrue, inaccurate or misleading.

24.4 During the last 12 months of the Contract Period the Supplier shall not without the prior written consent of Ipserv (which shall not be unreasonably withheld or delayed)

24.4.1 Amend or vary the terms of employment (including the remuneration) of any personnel engaged in performing the Services,

24.4.2 Terminate or give notice to terminate the employment of any such personnel,

24.4.3 Transfer away or reduce or vary the involvement of any such personnel in the provision of the Services, or

24.4.4 Recruit or bring in any new or additional individuals to provide the Services.

25. Audit

25.1 The Supplier shall keep and maintain for a period of six years or for such period as may be agreed between the parties full and accurate records of the Goods, Services and Works provided under the Contract.

25.2 The Supplier shall for such period (and at no cost to Ipserv afford Ipserv and its internal and external auditors such access to those records and to any of its employees, agents or sub-contractors engaged in the performance of the Contract as Ipserv may reasonably request.

25.3 The Supplier shall promptly provide such information and assistance as the Contract Officer may reasonably request in connection with any internal or external inquiry or investigation relating directly or indirectly to the Goods, Services or Works.

26. Notices

26.1 Any notice under the Contract shall be given in writing.

26.2 Notices may be delivered by hand or sent by fax or sent by first class post.

26.3 Notices may only be given by email if the recipient has notified the other party in writing of a specific email address at which it will accept notices under the Contract.

26.4 Notices delivered by hand or sent by fax or email during a Working Day shall be deemed received when they are sent or delivered. Notices delivered by hand or sent by fax or email at any other time shall be deemed received at the start of the next Working Day.

26.5 Notices sent by first class post shall be deemed received on the second Working Day after posting.

27. Dispute resolution

27.1 The Parties shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with the Contract within 14 days of either party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the chief executive (or equivalent) of each party.

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

27.3 If the parties cannot resolve the dispute in accordance with sub-clause 27.1 either party may refer it for mediation by the Centre for Effective Dispute Resolution ("CEDR") under CEDR's model procedure then in place.

27.4 The performance of the Contract shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Supplier shall comply fully with the requirements of this Contract at all times.

27.5 If the parties fail to reach agreement in mediation within 60 days of the mediator being appointed or such longer period as the parties agree, then any dispute or difference between them may be referred to the courts.

27.6 Subject to sub-clause 27.2, the parties shall not institute court proceedings until the procedure set out in sub-clause 27.3 above has been completed.

28. Governing Law

28.1 The Contract shall be governed by and construed in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the courts of England