
STANDARD TERMS AND CONDITIONS

CONDITIONS OF CONTRACT FOR SERVICES

Sport for life

sportscotland
the national agency for sport

These Conditions may only be varied with the written agreement of the Client. No terms or conditions put forward at any time by the Service Provider shall form any part of the Agreement unless specifically agreed in writing by the Client.

1. Definitions

In these Conditions:

“Client” means The Scottish Sports Council, trading as **sportscotland**, whose principal place of business is at Doges, Templeton on the Green, 62 Templeton Street, Glasgow, G40 1DA;

“Service Provider” means the person, firm or company to whom the Contract is issued;

“Services” means the services to be provided as specified in the Purchase Order and shall, where the context so admits, include any materials, articles and goods to be supplied thereunder.

‘Contract’ means the contract between the Client and the Service Provider consisting of the Contract Award Letter, these Conditions and any other documents (or parts thereof) specified in the Contract Award Letter;

“Contract Award Letter” means the document setting out the Client’s requirements for the Agreement.

“Data Controller” has the meaning given in the Data Protection Laws;

“Data Processor” has the meaning given in the Data Protection Laws;

“Data Protection Laws” means any law, statute, subordinate legislation regulation, order, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements of any regulatory body which relates to the protection of individuals with regard to the processing of Personal Data to which a Party is subject including the Data Protection Act 1998 and any statutory modification or re-enactment thereof and the GDPR.

“GDPR” means General Data Protection Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC.

“Personal Data” has the meaning given in the Data Protection Laws;

“Processing” has the meaning given in the Data Protection Laws and cognate expressions shall be construed accordingly;

“Supervisory Authority” has the meaning given in the Data Protection laws.

2. Change to Contract Requirements

- 2.1. The Client may order any variation to any part of the Services that for any other reason shall in the Client’s opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Services and changes in quality, form, character, kind, timing, method or sequence of the Services.
- 2.2. Save as otherwise provided herein, no variation of the Services as provided for in Condition 2.1 hereof shall be valid unless given or confirmed in the form of an order given by the Client. All such orders shall be given in writing provided that if for any reason the Client shall find it necessary to give any such order orally in the first instance the Services Provider shall comply with such oral order which must be confirmed in writing by the Client within 2 working days of the giving of such oral order by the Client, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.
- 2.3. Where any such variation of the Services made in accordance with Conditions 2.1 and 2.2 has affected or may affect the costs incurred by the Service Provider in providing the Services, the Service Provider will notify the Client in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Client, who shall take all of the facts into account (including such information as may be provided by the Service Provider in respect of the effect which such variation has had or may have on the costs incurred by the Service Provider in providing the service) and may authorise such alteration to the sums to be paid to the Service Provider in accordance with the provisions of the Agreement as are, in the Client’s opinion, appropriate and reasonable in the circumstances.

3. Inspection of Premises and Nature of Services

- 3.1 The Service Provider is deemed to have inspected the premises before tendering so as to have understood the nature and extent of the Services to be carried out and is deemed to be satisfied in relation to all matters connected with the Services and Premises.
- 3.2 The Client shall, at the request of the Service Provider, grant such access as may be reasonable for this purpose.

4. Security and Access to the Client’s Premises

- 4.1 Any access to, or occupation of, the Client’s premises which the Client may grant the Service Provider from time to time is on a non-exclusive licence basis free of charge. The Service Provider must use the Client’s premises solely for the purpose of performing its obligations under the Contract and must limit access to the Client’s premises to such individuals as are necessary for that purpose.

- 4.2 The Service Provider must comply with the Client's policies concerning Disclosure Certificate requirements from Disclosure Scotland and such modifications to those policies or replacement policies as are notified to the Supplier from time to time.
- 4.3 The Service Provider must notify the Client of any matter or other change in circumstances which might adversely affect future Disclosure Scotland clearance.
- 4.4 At the Client's written request, the Service Provider must provide a list of the names and addresses of all persons who may require admission to the Client's premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Client may reasonably request.
- 4.5 The Service Provider must ensure that any individual Service Provider representative entering the Client's premises has a Disclosure Certificate from Disclosure Scotland. The Service Provider acknowledges that the Client has the right to deny entry to any individual that has not completed this process.
- 4.6 In accordance with the Client's policies concerning visitor access, entry to the Client's premises may be granted to individual Service Provider representatives for the purposes of meetings, notwithstanding that the process for obtaining Disclosure Certificates has not commenced or completed.
- 4.7 The Client may, by notice to the Service Provider, refuse to admit onto, or withdraw permission to remain on, the Client's premises any Service Provider representative whose admission or continued presence would, in the opinion of the Client acting reasonably, be undesirable.
- 4.8 The Client must provide advice and assistance acting reasonably to the Service Provider, to facilitate the Service Provider's compliance with this condition.
- 4.9 All decisions of the Client under this condition are final and conclusive.
- 4.10 Breach of this condition by the supplier is a material breach for the purposes of condition 19.2 (Termination).

5. Service Provider Status

In carrying out the Services the Service Provider shall be acting as principal and not as the agent of the Client. Accordingly:

- a) The Service Provider shall not (and shall procure that the Service Provider's agents and servants do not) say or do anything that might lead any other person to believe that the Service Provider is acting as the agent of the Client, and
- b) Nothing in this Contract shall impose any liability on the Client in respect of any liability incurred by the Service Provider to any other person but this shall not be taken to exclude or limit any liability of the Client to the Service Provider that may arise by virtue of either a breach of this Contract or negligence on the part of the Client, or the Client's staff or agents.

6. Service Provider's Personnel

- 6.1. The Service Provider shall take the steps reasonably required by the Client to prevent unauthorised persons being admitted to any premises. If the Client gives the

Service Provider notice that any person is not to be admitted to or is to be removed from their premises or is not to become involved in or is to be removed from involvement in the performance of the Contract, the Service Provider shall take all reasonable steps to comply with such notice and if required by the Client the Service Provider shall replace any person removed under this Condition with another suitably qualified person and procure that any pass issued to the person removed is surrendered.

- 6.2. If and when instructed by the Client, The Service Provider shall provide the Client with a list of the names and addresses of all persons who may at any time be concerned with the Project or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require. The Service Provider shall not without the prior written approval of the Client make any changes in the key personnel referred to in this Condition.
- 6.3. The decision of the Client shall be final and conclusive as to whether any person is to be admitted to or is not to become involved in or is to be removed from involvement in the delivery of the services or as to the designation or approval of key personnel and as to whether the Service Provider has furnished the information or taken the steps required of the Service Provider by this Condition.
- 6.4. The Service Provider shall bear the cost of any notice, instruction or decision of the Client under this Condition.

7. The Services

- 7.1. The Service Provider shall deliver the Services with reasonable skill, care and diligence in accordance with the Contract.
- 7.2. The Service Provider shall provide the Client with such reports of its work on the Project at such intervals in such form as the Client may from time to time require, as a minimum as described in the Invitation to Tender.
- 7.3. Access to any Premises shall not be exclusive to the Service Provider but only such as shall enable the Supplier to carry out the Services concurrently with the execution of work by others. The Service Provider shall co-operate with such others as the Client may reasonably require.
- 7.4. The Client reserves the right by notice to the Service Provider to modify the Client's requirements in relation to the Services and any alteration to the agreement fee or the completion date arising by reason of such modification shall be agreed between the parties. Failing agreement the matter shall be determined by arbitration in accordance with the provisions of Condition 18
- 7.5. On completion of the services, the Service Provider shall remove the Service Provider's plant, equipment and unused materials and shall clear away from the premises all rubbish arising out of the services and leave the premises in a neat and tidy condition.

8 Health and Safety

The Service Provider shall perform the Services in such a manner as to be safe and without risk to the health or safety of persons in the vicinity of the place where the Services are being performed (whether such persons are in the vicinity of the said place at the time when the services are being performed or otherwise) and in such a manner as to comply with any relevant health and safety or other legislation (including Statutory Instrument, Orders, or regulations made under the said legislation) and any requirements imposed by a local or other regulatory authority in connection with the performance of services of the type supplied to the Client, whether specifically or generally. The Service Provider shall indemnify the Client against all actions, suits, claims, demands, losses, charges, costs and expenses which the Client may suffer or incur as a result of or in connection with any breach of this Condition.

9. Invoices

- 9.1 Invoices should be provided monthly in arrears and must show monthly and year to date budget against actual broken down into the areas specified in the tender documentation. Payment will be made within 30 days of receipt and agreement of invoices by the Client.
- 9.2 Each invoice must bear details relating to the individual site, cost centre code and purchase order number (where applicable).
- 9.3 The Service Provider will aim to achieve 100% accurate invoicing. In the event that an invoice is queried, the Service Provider and the Client shall undertake to resolve the issue within 3 working days of the dispute having arisen.

10. Free-Issue Materials

Where the Client for the purpose of the Contract issues materials free of charge to the Service Provider such materials shall be and remain the property of the Client. The Service Provider shall maintain all such materials in good order and condition and shall use such materials solely in connection with the Contract. The Service Provider shall notify the Client of any surplus materials remaining after completion of the Services and shall dispose of them as the Client may direct. Waste of such materials arising from bad workmanship or negligency of the Service Provider or any of the Service Provider's servants, agents, or sub-contractors shall be made good at the Service Provider's expense. Without prejudice to any other of the rights of the Client, the Service Provider shall deliver up such materials whether processed or not to the Client on demand.

11. Audit

- 11.1 The Service Provider shall keep and maintain until 5 years after the Contract has been completed records to the satisfaction of the Client of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred by the Service Provider or in connection with any employees of the Service Provider paid for by the Client on a time charge basis. The Service Provider shall on request afford the Client or the Client's representatives such access to those records as may be required by the Client in connection with the Contract.

11.2 The provisions of this Condition 11 shall apply during the continuance of this Contract and after its termination howsoever arising.

12. Anti – corruption

12.1 The Service Provider shall not offer or give, or agree to give, to any employee or representative of the Client any gift or consideration of any kind as an inducement of reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Client or for showing or refraining from showing favour or disfavour to any person in relation to this of any such contract. The attention of the Supplier is drawn to the criminal offences created by the Bribery Act 2010.

13. Intellectual Property

13.1 All Intellectual Property Rights in any material including but not limited to reports, guidance, specification, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs which are created or developed by the Service Provider on behalf of the Client for use, or intended use, in relation to the performance by the Service Provider of its obligations under the contract are hereby assigned to and shall vest in the Client absolutely.

13.2 Except as may expressly be provided for in the contract, neither party acquires any interest in or license to use the other party's Intellectual Property Rights owned or developed prior to or independently of the contract.

13.3 The Service Provider must not infringe any Intellectual Property Rights of any third party in providing the services or otherwise performing its obligations under the contract. The Service Provider shall indemnify the Client against all actions, claims, demands, losses, charges, costs and expenses which the Client may suffer or incur as a result of or in connection with any breach of this Condition 13.3.

13.4 The provisions of this Condition 13 shall apply during the continuance of this contract and after its termination howsoever arising. The Service Provider agrees to indemnify the Client and kept it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the provision of the Services to the Client.

13.5 For the purposes of this Contract "Intellectual Property" means any copyright, patent, trademark, design right, database right and any other right in the nature of intellectual property whether or not registered, in the materials or works in whatever form (including but not limited to any materials stored in or made available by means of an information technology system and the computer software relating thereto) which are created, produced or developed as part of the services by or on behalf of the Service Provider.

13.6 The provisions of this Condition 13 shall apply during the continuance of this Contract and after its termination howsoever arising.

14. Indemnities and Insurance

- 14.1 Without prejudice to any rights or remedies of the Client the Service Provider shall indemnify the Client against all actions, suits, claims, demands, losses, charges, costs and expenses which the Client may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any negligent or wrongful act or omission of the Service Provider.
- 14.2 The Client shall indemnify the Service Provider in respect of all claims, proceedings, actions, damages, fines, costs, expenses or other liabilities which may arise out of, or in consequence of, a breach of Data Protection Laws where the Service Provider has acted in accordance with the Client's written instructions.
- 14.3 Except in the case of loss, damage or personal injury (including death) suffered by an employee of the Service Provider (in respect of which the indemnity in Condition 14.1 shall apply whether or not the loss, damage or personal injury was caused by the negligent or wilful act or omission of the Client) the indemnity contained in Condition 14.1 shall not apply to the extent that the loss, damage or injury is caused by the negligent or wilful act or omission of the Client.
- 14.4 The Service Provider shall have in force and shall require any sub- contractor to have in force:
- Employer's Liability Insurance in accordance with any legal requirements for the time being in force, and
- Public Liability Insurance for such sum and range of cover as the Service Provider deems to be appropriate but covering at least all matters which are the subject of indemnities or compensation obligations under these conditions in the sum of not less than £1 million for any one incident and unlimited in total, unless otherwise agreed by the Client in writing.
- 14.5 The policy or policies of insurance referred to in Condition 14.4 shall be shown to the Client whenever the Client requests, together with satisfactory evidence of payment premiums, including the latest premium due thereunder. .

15. Discrimination

The Service Provider must not unlawfully discriminate against any person within the meaning of the Equality Act 2010 in its activities relating to the Contract or any other contract with the Client.

16. Blacklisting

The Service Provider must not commit any breach of the Employment Relations Act 1999 (Blacklists) Regulations 2010 or Section 137 of the Trades Union and Labour Relations (Consolidation) Act 1992, or commit any breach of the Data Protection Act 1998 by unlawfully processing personal data in connection with any blacklisting activities. Breach of this Clause is a material default which shall entitle the Client to terminate the contract.

17. Confidential Information

- 17.1 The Service Provider acknowledges that in the course of the provision of the Services it will have access to confidential information relating to the business of the

Client. The Service Provider has therefore agreed to accept the restrictions in this Condition 17.

- 17.2 The Service Provider shall not (except in the proper course of its duties) during its engagement or at any time thereafter improperly use or disclose to any third party any confidential or sensitive information relating to the business of the Client.

18. Termination

- 18.1 The Service Provider shall notify the Client in writing immediately upon the occurrence of any of the following events:

18.1.1 where the Service Provider is an individual and if a petition is presented for the Service Provider's bankruptcy or the sequestration of the Service Provider's estate or a criminal bankruptcy order is made against the Service Provider, or the Service Provider makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator or trustee is appointed to manage the Service Provider's affairs; or

18.1.2 where the Service Provider is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (18.1.1) or (18.1.3) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Service Provider to be wound up as an unregistered company; or

18.1.3 where the Service Provider is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

- 18.2 On the occurrence of any of the events described in Condition 18.1, or if the Service Provider shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 30 days of being required by the Client in writing to do so, or, where the Service Provider is an individual, if the Service Provider shall die or be adjudged incapable of managing his or her affairs within the meaning of the Adults with Incapacity managing his or her affairs within the meaning of the Adults with Incapacity (Scotland) Act 2000 or the Mental Health (Care and Treatment) (Scotland) Act 2003, the Client shall be entitled to terminate this Contract by notice to the Service Provider with immediate effect. Thereupon, without prejudice to any other of the Client's rights, the Client may complete the Services or have them completed by a third party, using for that purpose (making a fair and proper allowance therefor in any payment subsequently made to the Service Provider) all materials, plant and equipment on the Premises belonging to the Service Provider, and the Client shall not be liable to make any further payment to the Service Provider until the Services have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount (if any) due to the Service Provider, the difference shall be recoverable by the Client from the Service Provider.

18.3 The Client may terminate the Contract in the event that:

18.3.1 the Contract has been subject to substantial modification which would have required a new procurement procedure in accordance with regulation 82(9) (modification of contracts during their term) of The Public Contracts (Scotland) Regulations 2015:

18.3.2 The Service provider has, at the time of contract award, been in one of the situations referred to in regulation 58(1) (exclusion grounds) of The Public contracts (Scotland) regulations 2015 including as a result of the application of regulation 58(2) of those regulations, and should therefore have been excluded from the procurement procedure; or

18.3.3 the Contract should not have been awarded to the Service Provider in view of a serious infringement of the obligations under the Treaties and the Directive 2014/24EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the Treaty on the Functioning of the European Union.

In this Condition 'the Treaties' has the meaning given in the European Communities Act 1972.

18.4 The Client may also terminate the Contract in the event of a failure by the Service Provider to comply in the performance of the Services with legal obligations in the fields of environmental, social and employment law.

18.5 In addition to the rights of termination under Conditions 18.2, 18.3 and 18.4,, the Client shall be entitled to terminate this Contract by giving to the Service Provider not less than 30 days' notice to that effect. In the event of such termination, the Service Provider shall, if required to do so by the Client, prepare and submit to the Client a report on the work done prior to the termination and making such recommendations as may be based on the work done prior to termination.

18.6 Termination under Conditions 18.2, 18.3, 18.4 or or 18.5 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Client and shall not affect the continued operation of Conditions 11 (Audit), 13 (Intellectual Property) and 29 (TUPE)

19 Recovery of Sums Due

Wherever under this Contract any sum of money is recoverable from or payable by the Service Provider, that sum may be deducted from any sum then due or which at any later time may become due, to the Service Provider under this Contract or under any other agreement or contract with the Client.

20 Assignment and Sub-Contracting

20.1 The Service Provider shall not assign or sub-contract any portion of the Contract without the prior written consent of the Client. Sub-contracting any part of the Contract shall not relieve the Service Provider of any obligation or duty attributable to the Service Provider under the Contract or these Conditions.

20.2 Where the Client has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Service Provider to the Client immediately it is issued.

20.3 Where the Service Provider enters a sub-contract for the purpose of performing the Contract, the Service Provider shall cause a term to be included in such sub-contract:

20.3.1 which requires payment to be made to the sub-Service Provider within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements and provides that, for the purpose of payment alone, where the Client has made payment to the Service Provider and the sub-Service Provider's invoice includes Services in relation to which payment has been made by the Client then, to the extent that it relates to such Services, the invoice shall be treated as valid and payment shall be made to the sub-Service Provider without deduction.

20.3.2 which notifies the sub-contractor that the contract forms part of a larger contract for the benefit of the Client and that should the sub-Service Provider have any difficulty in securing the timely payment of an invoice that matter may be referred by the sub-contractor to the Client.

21.3.3 in the same terms as that set out in this Condition 20.3 (including for the avoidance of doubt this Condition 21.3.3) subject only to modification to refer to the correct designation of the equivalent party as the Service Provider and sub-contractor as the case may be.

20.4 The Service Provider shall also include in every sub-contract:

20.4.1 a right for the Service Provider to terminate that sub-contract if the relevant sub-contractor fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or employment law or if any of the termination events (involving substantial modification of the Contract, contract awarded despite the existence of exclusion ground or a serious infringement of EU legal obligations) specified in Condition 18.3 occur; and

20.4.2 a requirement that the sub-contractor includes a provision having the same effect as 20.4.1 above in any sub-contract which it awards.

In this Condition 20.4, 'sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Client in a sub-contractive chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

21. Notices

Any notice given under or pursuant to the Contract may be sent by hand or by post or by registered post or by any other means of written communication in permanent form and if so sent or transmitted to the address of the party shown on the purchase order or to such other address as the party may by notice to the other have substituted therefor, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

22. Compliance with the Law Etc

In providing the Services and otherwise when performing the Contract, the Supplier must comply in all respects with:

22.1 all applicable law

22.2 any applicable requirements of regulatory bodies; and

22.3 Good Industry Practice

In this condition 'Good Industry Practice' means standards, practices, methods and procedures conforming to legal and regulatory requirements and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking as the Service Provider under the same or similar circumstances.

23. Arbitration

23.1 The parties must attempt in good faith to resolve any dispute between them arising out of or in connection with the Contract.

23.2 Any dispute or difference arising out of or in connection with the Contract, including any question regarding its existence, validity or termination which cannot be resolved in good faith, shall be determined by the appointment of a single arbiter to be agreed between the parties, and filing agreement within 14 days after either party has given to the other a written request to concur in the appointment of an arbitrator, by the Scottish Arbitration Centre on the written application by any party. The seat of the arbitration shall be in Scotland. The language used in the arbitral shall be English. The decision of the arbiter shall be final and binding on both parties.

23.3 Any arbitration under above Clause is subject to the Arbitration (Scotland) Act 2010

24. Headings

24.1 The headings to Conditions shall not affect their interpretation.

25. Governing Law

25.1 These Conditions shall be governed by and construed in accordance with Scottish law and the Service Provider hereby irrevocably submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Client to take proceedings against the Service Provider in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.

26. Data Protection

26.1 The Service Provider acknowledges that Personal Data described in the scope of the Schedule (Data Protection) will be Processed in connection with the Services under this Contract. For the purposes of any such Processing, Parties agree that the Service Provider acts as the Data Processor and the Purchaser acts as the Data Controller.

26.2 Both Parties agree to negotiate in good faith any such amendments to this Contract that may be required to ensure that both Parties meet all their obligations under Data Protection Laws. The provisions of this Condition 26 are without prejudice to any obligations and duties imposed directly on the Service Provider under Data Protection Laws and the Service Provider hereby agrees to comply with those obligations and duties.

- 26.3 The Service Provider will, in conjunction with the Client and in its own right and in respect of the Services, make all necessary preparations to ensure it will be compliant with Data Protection Laws.
- 26.4 The Service Provider will provide the Client with the contact details of its data protection officer or other designated individual with responsibility for data protection and privacy to act as the point of contact for the purpose of observing its obligations under the Data Protection Laws.
- 26.5 The Service Provider must:
- 26.5.1 agree and comply with the data processing provisions set out in the Schedule (Data Protection);
 - 26.5.2 process Personal Data only as necessary in accordance with obligations under the Contract and any written instructions given by the Client (which may be specific or of a general nature), including with regard to transfers of Personal Data outside the European Economic Area unless required to do so by European Union or Member state law or Regulatory Body to which the Service Provider is subject; in which case the Service Provider must inform the Client of that legal requirement before processing unless prohibited by that law the Personal Data only to the extent, and in such manner as is necessary for the performance of the Service Provider's obligations under this Contract or as is required by the Law;
 - 26.5.3 subject to Clause 26.5.2 only process or otherwise transfer any Personal Data in or to any country outside the European Economic Area with the Client's prior written consent;
 - 26.5.4 take all reasonable steps to ensure the reliability and integrity of any Service Provider Personnel who have access to the Personal Data and ensure that the Service Provider Personnel:
 - (a) are aware of and comply with the Service Provider's duties under this Condition;
 - (b) are subject to appropriate confidentiality undertakings with the Service Provider or the relevant Sub-contractor;
 - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Purchaser or as otherwise permitted by this Contract; and
 - (d) have undergone adequate training in the use, care, protection and handling of Personal Data.
 - 26.5.5 implement appropriate technical and organisational measures including those set out in the Schedule (Data Protection) and in accordance with Article 32 of the GDPR to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or

disclosure, such measures being appropriate to the harm which might result from any unauthorised or unlawful Processing accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected.

- 26.6 The Service Provider shall not engage a sub-contractor to carry out Processing in connection with the Services without prior specific or general written authorisation from the Client. In the case of general written authorisation, the Service Provider must inform the Client of any intended changes concerning the addition or replacement of any other sub-contractor and give the Client an opportunity to object to such changes.
- 26.7 If the Service Provider engages a sub-contractor for carrying out Processing activities on behalf of the Client, the Service Provider must ensure that same data protection obligations as set out in this Contract are imposed on the sub-contractor by way of a written and legally binding contract, in particular providing sufficient guarantees to implement appropriate technical and organisational measures. The Service Provider shall remain fully liable to the Client for the performance of the sub-contractor's performance of the obligations.
- 26.8 The Service Provider must provide to the Client reasonable assistance including by such technical and organizational measures as may be appropriate in complying with Articles 12-23 of the GDPR. The Service Provider must notify the Client if it:
- (a) received a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data protection Laws;
 - (d) receives any communication from the Supervisory Authority or any other regulatory authority in connection with Personal Data processed under this Contract; or
 - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by law or regulatory order;
- and such notification must take place as soon as is possible but in any event within 3 business days of receipt of the request or any other period as agreed in writing with the Client from time to time.
- 26.9 Taking into account the nature of the Processing and the information available, the Service Provider must assist the Client in complying with the Client's obligations concerning the security of personal data, reporting requirements for data breaches, data protection impact assessments and prior consultations in accordance with Articles 32 to 36 of the GDPR. These obligations include:
- (a) Ensuring an appropriate level of protection through technical and organizational measures that take into account the circumstances and purposes of the processing as well as the projected probability and severity of

a possible infringement of the law as a result of security vulnerabilities and that enable an immediate detection of relevant infringement events.

- (b) Notifying a Personal Data breach to the Client without undue delay and in any event no later than 24 hours after becoming aware of a Personal Data breach;
- (c) Assisting the Client with communication of a Personal Data breach to a Data Subject;
- (d) Supporting the Client with preparation of a Data Protection Impact Assessment;
- (e) Supporting the Client with regard to prior consultation of the Supervisory Authority.

26.10 At the end of the provision of Services relating to processing the Service Provider the Service Provider must, on written instruction of the Purchaser, delete or return to the Client all Personal Data and delete existing copies unless EU or Member State law requires storage of the Personal Data.

26.11 The Service Provider must:

- (a) provide such information as is necessary to enable the Client to satisfy itself of the Service Provider's compliance with this Condition 26;
- (b) allow the Client, its employees, auditors, authorised agents or advisers reasonable access to any relevant premises, during normal business hours, to inspect the procedures, measures and records referred to in this Condition 26 and contribute as is reasonable to those audits and inspections;
- (c) inform the Client if in its opinion an instruction from the Client infringes any obligation under Data Protection Laws.

26.12 The Service Provider must maintain written records including in electronic form, of all Processing activities carried out in performance of the Services or otherwise on behalf of the Client containing the information set out in Article 30(2) of the GDPR.

26.13 If requested, the Service Provider must make such records referred to clause 26.13 available to the Supervisory Authority on request and co-operate with the Supervisory Authority in the performance of its tasks.

26.14 Parties acknowledge that the inspecting party will use reasonable endeavours to carry out any audit or inspection under Condition 28.14 with minimum disruption to the Service Provider's day to day business.

SCHEDULE (Data Protection)

Data Processing provision as required by Article 28 (3) GDPR

Subject matter and duration of the Processing of Personal Data:-

The nature and purpose of the Processing of Personal Data

List of data types here