



# Supplier Agreement for the Provision of Consultancy Services

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## **1.0 AGREEMENT**

### **1.1 General**

This Agreement is between ABBOTT RISK CONSULTING LIMITED, (hereinafter referred to as “**ARC**”) and the Supplier whose details are provided on the signatory page of this Agreement (the last page of this Agreement).

It is agreed that ARC wishes to engage the Supplier to provide Services to ARC and/or to ARC Clients and that the Supplier has agreed to provide such Services under the terms set out in this Agreement.

This Agreement is a Framework Agreement and there is no obligation to place individual orders. This Agreement only provides the framework for the execution of any single order placed hereunder. ARC makes no commitment to the number or value of any orders placed hereunder.

Any work that is placed by ARC on the Supplier will be defined in written Purchase Orders (POs) which shall define specific terms and conditions such as scope, price, delivery schedules etc.

Neither party seeks to create or imply any mutuality of obligation between the parties in the course of the performance of this contract for services or during any notice period. Neither the Client nor ARC is obliged to offer work to the Supplier, nor is the Supplier obliged to accept work when it is offered. Neither the Client nor ARC is obliged to pay the Supplier at any time that there is no work available during the course of this Agreement or for periods where no work is undertaken.

This Agreement is not an exclusive arrangement and nothing in this Agreement shall prevent the Supplier from providing Services to any third party.

The terms and conditions of any POs referencing this Agreement will control and take precedence over any conflicting terms in this Framework Agreement.

This Agreement cancels and supersedes all previous agreements and arrangements between the parties or their respective predecessors which in so far as they, or some of them, may still be of effect are hereby declared to be superseded by this Agreement without claim for compensation or otherwise by either party but without prejudice to any rights or liabilities accrued before the commencement hereof.

### **1.2 Duration**

This Agreement commences on the later of the dates shown on the signatory sheet and will continue in effect until terminated by either the Supplier or ARC.

The duration of specific Services entered into under this Agreement shall be specified in the relevant PO(s).

### **1.3 Termination**

A wide range of Services may be provided under this Agreement as defined in specific POs and the arrangements and notice periods required for the termination of these

Services may vary depending on the nature of the services and particular requirements of the Client. Therefore, the POs shall specify specific conditions of termination in respect of the Services they cover.

Termination of a specific Service or Services, or cancellation of individual POs shall not in themselves terminate this Agreement.

In the event of termination of any PO, ARC shall pay the Supplier for work properly performed prior to the termination date but no compensation for termination shall be payable.

This Agreement may be terminated by either party for any reason subject to giving 30 days' notice in writing.

Either party may without prejudice to any other of its rights terminate this Agreement immediately with notice in writing if the other party:

- Is in breach of any of the terms and conditions hereof and fails to remedy such breach (where capable of remedy) within 28 days of notice from the aggrieved party to do so; or
- Breaches the security or health and safety policies or procedures of ARC or any Client to which the Supplier is providing Services; or
- Becomes insolvent or has a receiver or administrator appointed over the whole or any part of its assets or enters into liquidation (whether compulsory or voluntarily) except bona fide for the purposes of reconstruction or amalgamation.

#### **1.4 Assignment and Subcontracting**

The Supplier shall not assign or subcontract the Service, wholly or partly without prior written permission of ARC.

The use of third parties to perform all or part of the Service shall not release the Supplier from any of its liabilities towards ARC.

#### **1.5 Severance of Terms**

In the event that any of these Terms and Conditions is held to be invalid, all other terms and conditions remain in force.

## **2.0 INTERPRETATION AND DEFINITIONS**

The following definitions apply to this Agreement:

Supplier	The Supplier is as stated on the signatory page of this Agreement (the last page of this Agreement).
Consultant(s)	The Consultant(s) is/are the individual(s) provided by the Supplier to deliver the Services.
Client	Any organisation which ARC is proposing to support or is supporting

where the Services are, or are to be, partly or wholly sub-contracted to the Supplier. The Client may also be ARC itself where the Services are to be provided to ARC in pursuance of its own specific aims.

Purchase Order	Purchase Orders define the Services to be provided under the terms of this agreement. Purchase Orders will specifically state the scope, delivery programme and deliverables to be provided as part of the Service. Purchase Orders will also define any notice period or other specific conditions relating to the provision of the Services.
Services	The Services are the scope of work to be provided under the terms of this Agreement and shall be defined in Purchase Orders.
Writing	A letter or e-mail communication
Tax	Corporation tax, income tax, IR35, capital gains tax, VAT, GST
Deliverables	Any document, digital information, data or other creation required to be delivered to ARC or Client under the scope defined in a Purchase Order.
Best Industry Practise	The exercise of the skill, diligence, prudence, foresight and judgement which would be expected from a highly skilled and experienced person with the requisite qualifications engaged in the same type of undertaking under the same or similar circumstances, applying the best standards currently generally applied in the appropriate consulting industry.

In these Terms and Conditions:

- Clause headings are inserted for ease of reference only and do not form part of and should not be used in the interpretation of these Terms and Conditions.
- Words given in the singular may also be interpreted in the plural and vice versa. Words referring to gender include other genders.

### **3.0 ABBOTT RISK CONSULTING (ARC) LTD**

ARC is a leading safety engineering and risk management consultancies with offices throughout the UK and in Australia. ARC's registered office is follows:

11 Albyn Place  
Edinburgh  
EH2 4NG  
United Kingdom  
Tel: +44 (0)131 220 0164  
Fax: +44(0)131 220 2926

Level 18, Central Park  
152-158 St Georges Terrace  
Perth, WA 6000  
Australia  
Tel: +61 (0)8 9288 1825

## **4.0 SUPPLIER**

The Supplier is as stated on the signatory sheet of this Agreement (the last page of this Agreement).

### **4.1 Supplier's Status**

The Supplier shall provide the Services as an independent company and the employees provided by the Supplier to provide the Services cannot be considered to be employees, agents or servants of either ARC or its Clients.

The Supplier acknowledges to ARC that its services are supplied to ARC as an independent company and that the responsibility of complying with all statutory and legal requirements relating to the employees of the Supplier (including the payment of taxation) shall fall upon and be discharged wholly and exclusively by the Supplier.

It is hereby expressly agreed and declared that, none of the Supplier's employees (except in respect of any who enter into an express written contract of employment with the Client or ARC) are or will become the employees of the Client or ARC nor shall they be entitled to any benefits provided by the Client or ARC to its employees (including, without limitation, pension, bonuses and holiday pay).

### **4.2 Tax Liabilities**

The Supplier acknowledges that it is their responsibility to determine their tax status in accordance with the country specific Tax legislation with respect to each PO raised under the terms of this Agreement.

The Supplier undertakes to ensure that all taxes and health insurance contributions which are payable in connection with fees paid to the Supplier are paid and it is expressly agreed and understood by the Supplier that neither the Client nor ARC has or will have any liability whatsoever to pay such contributions.

The Supplier undertakes to ensure that all the employees that they provide to deliver the Service are legally registered for Tax purposes and shall use its best endeavours to ensure that all such tax contributions are paid.

The Supplier undertakes that it shall indemnify and keep indemnified ARC and the Client at all times against all liability for the non-payment of Taxes, health insurance contributions, penalties, interest or other payments being the subject of formal demands on ARC or the Client in respect of the fees paid to the personnel who are utilised by the Supplier to perform the Services for the Client and for all expenses and legal and professional fees incurred by ARC or the Client howsoever arising (including in settling, contesting or dealing with any such demand).

The Supplier further undertakes that it will indemnify and keep indemnified ARC and the Client at all times from and against any liability for the Supplier's Taxes, including without limitation all claims, demands, actions, proceedings, damages, compensation, tribunal awards, fines, costs, losses, expenses and legal and professional fees howsoever arising (including in settling, contesting or dealing with any such claim), which ARC and the Client may in any way incur or suffer as a result of any claim against ARC and the Client by any of their Personnel or Contractor Resource which stems from or relates to a



claim by any of their Personnel or Contractor Resource to be or have been at any time employees of ARC and the Client.

#### **4.3 Restrictive Covenants**

The Supplier agrees that by signing this Agreement, they confirm that they and any employees they offer to provide services under this Agreement are not subject to any restrictive covenant in favour of a third party which prevents them from working for any company or organisation and that they shall inform ARC in the event that a restrictive covenant is imposed on themselves or any resource they may offer to provide Services under this Agreement.

#### **4.4 Curriculum Vitae and Qualifications**

The Supplier shall provide an up to date CV in an editable format of any Consultant they propose to provide Services under the terms of this Agreement

The Supplier shall provide electronic copies in PDF format of all qualifications and certified training courses claimed within the CVs they provide to ARC under the terms of this Agreement.

#### **4.5 Supplier Skills and Experience**

The Supplier shall ensure that its employees, directors and agents have the skills and knowledge required for the provision of the Services and that they maintain such skills and knowledge for the duration of the Service and shall bear the cost of doing so.

#### **4.6 Training**

Any training the Supplier requires to perform the Services must be provided at the Supplier's own cost unless provided by the Client.

#### **4.7 Industry Standards and Legislation**

The Supplier agrees that it is their responsibility to ensure that the employees they make available to provide the Service are aware of, and take into account in the provision of the Services, local and international legislation, regulatory requirements and industry best practice and that the time taken and any expenses associated with ensuring they remain up to date with any changes in these requirements is their responsibility.

#### **4.8 Methodology**

The Supplier shall propose a methodology to undertake the Services in responding to any Request for Quotation taking Client requirement and industry best practise into account.

#### **4.9 Working Hours and Leave Provision**

Where the Services have to be performed at Client or ARC premises for reasons of co-ordination with other people's work, Supplier staff shall be entitled to take holidays in accordance with their Employment Terms and Conditions of the Supplier subject to giving reasonable notice to the Client.

#### **4.10 Substitution**

Where the Supplier provides services by named employees the Supplier shall always endeavour to ensure that these individuals are available to provide the Service.

The Supplier agrees to inform ARC of the unavailability or potential unavailability of named employees.

In the event that named employees are not available, the Supplier may offer a similarly qualified and experienced substitute and acknowledges that ARC, or the Client has a right to refuse the replacement if, in the reasonable view of ARC or the Client, the replacement is not suitably qualified or experienced to undertake the work, or presents an unacceptable risk of security

The Supplier agrees that where they are unable to provide alternative employees acceptable to ARC, ARC may meet the requirement with alternative resources, including its own staff, and reduce the value of any contract between the Supplier and ARC by an amount equal to the fees of the replacement resource.

### **5.0 SERVICES**

The Supplier agrees to perform the Services as set out in written POs, issued by ARC and agreed by the Supplier, in accordance with this Agreement, the requirements of the PO and to the reasonable satisfaction of the Client.

The Supplier agrees that any variation to the Services provided requires a revised or subsequent PO approved by ARC and that fees shall not be payable for any Service not agreed in writing in this way.

The Supplier:

- Shall undertake and carry out such Services as defined within any PO they accept;
- Shall provide the Services in a timely, efficient, competent, diligent, cost-effective, professional and reliable manner, using all reasonable skill and care and exercising the expertise expected of a suitably qualified and experienced person;
- Shall provide the Services in accordance with those standards and methodologies as may be agreed by the Client, and in any event in accordance with Best Industry Practice, and shall at all times take responsibility for the way in which the Services are performed;
- Shall commit to delivering quality services which fully meet Client expectations whilst offering a flexible approach to changing Client requirements, thus protecting the reputation of ARC and the Supplier;
- Shall inform ARC immediately in writing of any issue preventing the delivery of the Services or meeting Client expectations in anyway;
- Shall, at their own expense, rectify any deficiencies in the Service or associated deliverables which can be reasonably shown to be the responsibility of the Consultant;

- The Supplier indemnifies ARC against any loss it incurs as a result of defective provision or non-provision of the Service.

The Supplier is responsible for ensuring that the Services provided comply with regulatory requirements, applicable legislation and best practice.

Save to the extent whereby the Services may have to be performed at the Clients or ARC premises during certain periods and be delivered for agreed deadlines for reasons of co-ordination with other people's work, health, safety and security and the smooth running of the Project as a whole, the Supplier shall not be subject to control by the Client as to how the Supplier plans, times, performs and completes the Services.

The Supplier shall always endeavour to meet any programme for the delivery of Services agreed with ARC and, or the Client, however it is recognised that this may be dependent upon the timely provision of information by ARC, the Client or others. The Supplier agrees to inform ARC in writing immediately on becoming aware that they may not meet the programme due to lack of such information.

The Supplier shall not be liable to the Client or be deemed to be in breach of the Contract by reason of delay in performing or any failure to perform, any of the Supplier's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Supplier's reasonable control.

Any variations to the Services to be provided by the Supplier and any resulting variation in price shall be agreed by ARC in writing.

## **6.0 COMMUNICATION**

The Supplier acknowledges that all communication with ARC on the following matters must be directed as described in sections 6.1 to 6.4:

- This Agreement
- Commercial matters
- Technical Matters
- Accounts

The Supplier acknowledges that no employee or representative of ARC is authorised to comment, instruct, or agree alternative arrangements in respect of these matters other than as described in Sections 6.1 to 6.3.

### **6.1 This Agreement**

Any queries relating to this Agreement must be emailed to ARC's Commercial Manager [andy.topham@consultarc.com](mailto:andy.topham@consultarc.com), Tel: +44 (0)7734 877204.

### **6.2 Technical Matters**

Any technical queries related to the delivery of a specific Service must be directed to the Project Manager identified on the relevant Purchase Order.

### **6.3 Accounts**

Any accounting queries such as payment dates for invoices must be directed to ARC's Finance Manager, [accounts@consultarc.com](mailto:accounts@consultarc.com)

### **7.0 PUBLICITY**

The Supplier agrees not to use any Client name or trademark without their prior written consent, save for the sole purpose of carrying out the services required by the Client, in which case such use shall be subject to the Client's brand guidelines.

The Supplier shall not advertise their involvement publicly via the internet or any other means, or release information to the press regarding their involvement in the provision of the Service without the written consent of ARC and the Client. This does not prevent the Supplier describing their involvement in the Services in their CV or any proposal used solely for the purposes of demonstrating their experience to a potential Client, unless this is specifically excluded by the Client's security policies or procedures. It is the responsibility of the Supplier to ensure that they make themselves aware of, and comply with all Client Security Policies and Procedures insofar as they relate to the provision of the service.

### **8.0 TIMESHEETS**

Where the Services are difficult to define in detail or where the specific scope of the Services is likely to evolve depending on the results of earlier stages of the provision of such services, payment for the Services may be based on completed timesheets and regular progress statements.

ARC and the Clients may request evidence of time expended on projects. The supplier shall provide progress reports and earned value statements, which may include such things as timesheets or project plans, in support of stage payments and the developing of project forecasts and cost projections.

Where timesheets are required to be completed, the Supplier:

- Shall deliver completed timesheets (in a form approved by ARC), weekly or monthly to an authorised representative of the Client for signing and return the same to ARC within timescales to be defined within the each PO, and;
- Confirms that, by signing this Agreement, it is aware that it could be a criminal offence for the Supplier and/or the Consultant to falsify any timesheet, for example by claiming to have supplied Services for greater periods of time than they actually supplied those Services, and, or;
- Shall deliver a monthly progress statement to ARC summarizing progress made in delivering the Services and highlighting any issues affecting the ability of the Supplier to fully meet Client expectations, and;
- Recognises that their approach to time booking may impact on the Client's perception of the value for money being provided by the Supplier and ARC and, that to ensure a positive impression, they should ensure they only claim for time spent effectively delivering the Services.

## **9.0 SOLICITATION OF STAFF**

The Supplier shall not during the Term nor for the period of 6 months thereafter directly or indirectly employ or otherwise engage (or seek to employ or engage) any employees or other workers of ARC or any ARC Client with whom the Supplier has had contact during the provision of the Services, save where such employee or worker merely responds to a general advertisement for a vacancy with the Supplier.

## **10.0 CONFIDENTIALITY**

The Supplier hereby agrees in order to protect the confidentiality and trade secrets of any Client and without prejudice to every other duty to keep secret all information given to it or gained in confidence, the Supplier agrees on its own part and on behalf of its Staff as follows:

- Information provided to the Supplier by ARC or the Client shall only be used for the provision of the Services and shall be returned to ARC or Client on request, and;
- Not at any time whether during or after the Services (unless expressly so authorised by the Client or the Employment Business as a necessary part of the performance of its duties) to disclose to any person or to make use of any of the trade secrets or confidential information of the Client, and;
- To deliver up to the Client or ARC (as directed) all documents and other materials belonging to the Client or ARC (and all copies) which are in its possession including documents and other materials created by it or the Staff during the course of the Services, and;
- Not at any time to make any copy, abstract, summary or précis of the whole or any part of any document or other material belonging to the Client except when required to do so in the course of its duties under the Services in which event any such item shall belong to the Client or ARC as appropriate, and;

The Supplier agrees to take reasonable steps to safeguard the security and confidentiality of all information received from and provided to ARC or ARC Clients or other Project Stakeholders in connection with the services. This includes information sent by email however; ARC accepts that the Supplier cannot guarantee the security and confidentiality of information whilst it is being transmitted via the internet.

The Supplier warrants that no documents or other material and data or other information and devices or processes shall be provided to ARC for use in the provision of the Specified Services, which infringe any third party Intellectual Property Rights.

Without prejudice to any obligations imposed on and assumed by the Supplier, obligations of confidentiality shall not apply to any information which the Supplier can show (and it shall be for the Supplier to show):-

- The information, at the time of disclosure by the Supplier, was in the public domain or subsequently entered into the public domain except by a breach of confidentiality by the Supplier;

- ❑ It can be shown that the supplier had already received the information legitimately without any breach of confidentiality between the supplier and ARC or any other party.
- ❑ The Supplier may disclose confidential information as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority

## **11.0 COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS**

Unless otherwise agreed in writing between ARC and the Supplier and/or Client, ARC or the Client retains all copyright and intellectual property rights for all methodologies developed and material produced during the provision any service.

ARC understands that specialist techniques or methodologies developed or accumulated by the Supplier at its own time and expense, may be employed to benefit ARC or its Clients under this Agreement. Where ARC has been informed of the existence of any such specialist technique or methodology which is proprietary to the Supplier, ARC agrees that it shall not disclose information about the technique or methodology to any third party, during or subsequent to, the term of this Agreement, without the Supplier's prior written consent.

ARC acknowledges that all intellectual property rights that were owned by the Supplier prior to this Agreement shall remain the property of the Supplier unless otherwise agreed, in writing, by the Supplier.

## **12.0 DATA PROTECTION**

The Supplier warrants that in relation to this Agreement, it shall comply strictly with all provisions applicable to it as may be required by law.

The Supplier warrants that the Consultants engaged in providing Services have consented in writing that ARC, the Client and any intermediary involved in the provision of the Services may:

1. Process the Consultant's personal data only for purposes connected with the provision of the Services and pursuant to this Agreement; and
2. Export and/or process the Consultant's personal data in jurisdictions outside the European Economic Area for purposes only connected with the performance of this Agreement.

### **NOTES:**

1. Any personal data held by ARC relating to the Consultant will only be processed by ARC for the purposes of performing its obligations pursuant to this Agreement and for the purposes of meeting any requests made of ARC by the Client relating to the provision of services by the Consultant.
2. ARC retains the minimum of data required to engage with Suppliers.



3. ARC shall seek confirmation from its Clients and/or Intermediaries regarding any intention they may have to export and/or process Consultant's personal data in jurisdictions outside the European Economic Area and shall inform the Supplier of any such intention.

The Supplier warrants that any Consultant engaged in delivering Services under this Agreement have given their express consent in writing for ARC to (i) hold the Consultant's personal data only for as long as may be required by ARC in order to ensure compliance with its statutory and other obligations, and (ii) to disclose the Consultant's personal data to the Client or any member of the Client's group as may be required only for reasons connected with this Agreement.

### **13.0 NATIONAL SECURITY**

Where the Service is subject to the provisions of any such Official Secrets Acts, the Supplier shall ensure that the provisions of these Acts, together with the applicable security policies and procedures of ARC and/or the Client are complied with.

### **14.0 IT SECURITY**

The Supplier shall:

- Ensure it is and remains aware of the Client's IT Security Policy, guidelines and protocols, and, or;
- Comply with the Client's IT Security Policy, guidelines and protocols issued by the Client from time to time when accessing or using the Client's IT Systems (which it may only do with the consent of the Client) and, or;
- Not connect any of its/their IT equipment to the Client's Systems, not make any unauthorised adaptations to the Client's Systems without written authorisation from the Client, and;
- Not download any unlicensed software onto the Client's Systems, and;
- Not use the Client's Systems for anything other than the provision of Services pursuant to this Agreement, and;
- Take all reasonable precautions in accordance with Best Industry Practice to avoid introducing any Viruses into the Client's Systems or otherwise corrupting the Client's (or its clients') data, and shall indemnify ARC for all Losses incurred by ARC and/or the Client arising out of the Supplier's failure to comply with its obligations related to IT security stated in this Agreement or any deliberate or negligent act or omission of the Supplier or its Consultants that introduces a Virus into the Client's Systems or corrupts the Client's (or its clients') data.

### **15.0 LOCATIONS AND FACILITIES**

The Supplier shall provide the Services at locations defined in the PO.

Where the Services are to be provided from the Supplier's offices, the Supplier shall maintain adequate facilities to ensure the effective provision of the Services and to meet

the requirements for the protection of all information provided to, or created by, the Supplier in the provision of the Services.

The Supplier shall, whilst at the Client's sites or otherwise performing the Services comply with all policies, guidelines and regulations issued by the Client from time to time relating to health and safety, site and security, the manner in which the Client's suppliers, own clients and personnel should be treated, and any other related policies, guidelines and regulations issued by the Client from time to time.

The Supplier shall not abuse any access their staff may have to the Client's offices and sites by the unauthorised securing of any Confidential Information and/or personally identifiable data or the unauthorised carrying out of any activities or the unauthorised utilisation of any resources.

## **16.0 PROGRESS STATEMENTS**

The Supplier shall provide a simple monthly progress statement in a template to be provided by ARC, summarising the following:

- Client
- Project Title
- Project Description
- Client Lead
- Services Provided
- Current Activities
- Services Planned
- Issues Affecting the Services

Any specific deliverables provided as part of the Service should be highlighted in the Progress Statement.

This Progress Statement shall summarise the services provided in the preceding month, planned services for the following month(s).

## **17.0 DRUGS AND ALCOHOL**

The Supplier shall ensure its staff shall not attend Client's sites unless competent to perform the works requested.

The Supplier shall ensure its staff does not attend Client's sites whilst under the influence of alcohol or a controlled or prohibited substance.

## **18.0 CONFLICTS OF INTEREST**

This Contract is not exclusive and the Supplier and ARC are, and remain, at liberty to also provide services to third parties.



The Supplier shall not supply or offer to supply the same Services as being provided under this Agreement, directly, or through any other person, firm or ARC, to the Client to whom the Services are being provided.

In the event of conflict between this Agreement and any PO making reference to this Agreement, the PO shall prevail.

## **19.0 LIABILITY AND INDEMNITY**

ARC shall be liable for, and indemnify and hold harmless, the Supplier, in respect of loss of or damage to its property or equipment except where negligence of the Supplier caused or contributed to such loss or damage.

The Supplier shall be liable for, and indemnify and hold harmless, ARC in respect of loss of or damage to its property or equipment except where negligence of ARC caused or contributed to such loss or damage.

ARC shall be liable for and indemnify and hold harmless the Supplier from any and all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature resulting from personal injury, including fatal injury or disability to any person employed by ARC and arising out of or in connection with the performance of the Agreement, (except where negligence of the Supplier caused or contributed to such personal injury).

The Supplier shall be liable for and indemnify and hold harmless ARC from any and all claims, losses, damages, costs (including legal costs), expenses and liabilities of every kind and nature resulting from personal injury, including fatal injury or disability to any person employed by the Supplier and arising out of or in connection with the performance of the Agreement, (except where negligence of ARC caused or contributed to such personal injury).

Notwithstanding anything to the contrary contained in this Agreement, the total liability of the Supplier under or in conjunction with this Agreement whether in contract or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) shall not exceed in aggregate £5,000,000.

The Supplier shall not be liable under or in connection with this Agreement whether in contract or in tort, for negligence, for breach of statutory duty or otherwise (other than in respect of personal injury or death) for any loss of profit, loss of time, loss of production, loss of contracts or for any indirect or consequential loss or damage whatsoever that may be suffered by ARC or the Client.

## **20.0 INSURANCE**

### **20.1 General Insurance Requirements**

The Supplier shall be covered by and shall maintain at its own cost with a reputable insurer the insurances described in this Section.

On accepting this Agreement, the Supplier shall provide copies of Insurance Certificates and associated Schedules for those insurance listed within this section (where applicable).

These insurances must be valid for working in the industry which the Supplier is being engaged to provide Services to. In the case of Services related to nuclear submarine plant or its shore support facilities, civil nuclear plant, rail and transportation, oil and gas, the Supplier must provide evidence that the insurance is valid for work within those sectors. In the case of services related to offshore working, the Supplier must provide evidence that the insurance is valid for offshore work.

## **20.2 Public Liability Insurance.**

Suppliers shall be covered by public liability insurance (with an indemnity to principals' extension) with a minimum level of £1 million (One million pounds Sterling) or AU\$5,000,000 (five million Australian dollars). Such insurance shall cover all sums which Supplier shall become legally liable to pay in respect of, or arising from death or bodily injury (including disease or illness) to any person; and loss of, or damage to property, howsoever caused whether as a result of or arising from negligence, breach of duty or breach of statute by Supplier.

## **20.3 Professional Indemnity Insurance**

The Supplier shall be effect and maintain professional indemnity insurance with a minimum level of £1 million (One million pounds Sterling) or AU\$5,000,000 (five million Australian dollars). The professional indemnity insurance must provide comprehensive protection for all financial loss, injury or damage, arising from an act, error or omission in the performance of the contract.

## **20.4 Employer's Liability Insurance**

Employers Liability Insurance, Workers Compensation Insurance or the equivalent in respect of the Supplier officers, servants, agents and personnel in each location where the Services are performed and the countries and/or states of residence of Suppliers expatriate personnel, shall be covered by £5m (Five million pounds Sterling) or AU\$50,000,000 (fifty million Australian dollars) per occurrence.

## **20.5 Business Travel Insurance**

If the provision of a service requires the Supplier to travel, the Supplier shall be covered by and shall maintain at its own cost business travel insurance and provide copies of the Insurance Certificate and any associated Schedule to ARC prior to undertaking such travel.

## **20.6 Motor Insurance (Business Use)**

Should the Supplier wish to use their own vehicle to undertake travel associated with the provision of the Services, the Supplier shall be covered by and shall maintain at its own cost business motor insurance and provide copies of the Insurance Certificate and any associated Schedule to ARC prior to undertaking such travel.

## **21.0 HSE**

The Supplier acknowledges their statutory responsibility to comply with all relevant health, safety and environmental legislative requirements.

The Supplier agrees to comply with all specific health, safety and environmental requirements laid down by ARC and the Client, provided prior notice of these is given in writing.

The Supplier agrees to provide a copy of their Health and Safety Policy and Health and Safety Manual (or equivalent) on request.

## **22.0 QUALITY ASSURANCE**

ARC Quality Assurance Management System is certified to ISO:9001:2008. Where the Supplier's Quality Assurance Management System is similarly certified, the Supplier shall provide a copy of the Certificate of Approval and, if requested, copies of their Quality Assurance Procedures which have a bearing on the services being provided.

If the Supplier does not operate a similarly certified Quality Assurance Management System, the Supplier shall comply with the requirements of ARC or Client's Quality Management System as stated in the PO.

## **23.0 FORCE MAJEURE**

Neither party shall be responsible for any failure to fulfil any of these Terms and Conditions if fulfilment has been delayed, hindered or interfered with or prevented by any circumstances, whatsoever which are not within the control of the party in question and could not have been prevented or overcome by the exercise of due diligence by the said party.

## **24.0 CORRUPT GIFTS AND PRACTICES**

ARC is entitled to terminate the Agreement and any PO issued under this Agreement without notice at any time if the Supplier or anyone employed by the Supplier or acting on his behalf directly or indirectly:

- Gives or offers or agrees to give to any person employed or engaged by the Client or ARC any gift or consideration of any kind for doing or forbearing to do any act in relation to the obtaining or execution of the Agreement or any other agreement for the Client or ARC or forbearing to show favour or disfavour to any person in relation to this or any other agreement for the Client or ARC, or;
- Enters into a business relationship of whatever kind with any person employed or engaged by the Client or ARC without first obtaining the written permission of the Client or ARC as appropriate, and, or;
- Is paid or appears to have been paid or if there is an agreement to make payment by or on behalf or to the knowledge of the Supplier in connection with this or any other agreement with the Client or ARC without the agreement in writing of the Client or ARC as appropriate.
- The prevention, detection and reporting of bribery and corruption is the responsibility of all ARC employees and associates. If you become aware or suspect that an activity or conduct which is proposed or has taken place is a bribe or corrupt you have a duty to report this to the Managing Director of ARC.

## **25.0 WAIVER**

Failure by either party to enforce at any time any of the provisions of this Agreement shall not be construed as a waiver of its rights hereunder. Any waiver of a breach of any provision hereof shall not affect either party's rights in the event of any additional breach.

## **26.0 NOTICES**

All notices which are required to be given shall be in writing to the registered office from time to time of the party upon whom the notice is to be served. Any such notice may be delivered personally, by special delivery post or by courier, or by email.

Any notice required to be given under this Agreement (including the delivery of any timesheet or invoice) shall be deemed to have been given and served at the time of delivery where this can be demonstrated by receipt, or in the case of facsimile or email, by proof of transmission as long as it is between 0900 and 1700, Monday – Friday. Emails or facsimiles transmitted outside these hours shall be deemed to have been received by the next working day.

## **27.0 LAW**

This Agreement shall be governed by and construed in all respects in accordance with English law. Any dispute which may arise between the Parties concerning this Agreement shall (if not resolved in accordance with Clause 28) be determined by the Courts of England, and the Parties submit to the exclusive jurisdiction of such Courts.

## **28.0 DISPUTES AND ARBITRATION**

All disputes between the parties arising under, out of or relating to this Agreement shall be discussed by the parties in a good faith attempt to resolve their differences. If the dispute cannot be resolved by discussion, the aggrieved party must write to the other party stating their grievance for formal consideration. The party receiving such a grievance in writing must make every attempt to address the issues and state their final position in writing to the aggrieved party within four weeks of receiving such a grievance in writing. If the aggrieved party is not satisfied with the response provided, the aggrieved party may either submit their disputes to the courts or to mediation by a mediator appointed by the Centre for Dispute Resolution, at their choosing.

## **29.0 FEES, INVOICING AND PAYMENT TERMS**

The Fees for the Service are stated in the PO as a fixed price or a limit of liability (cap on expenditure).

Where it is agreed that the Supplier's price may include compensation for travelling time or business expenses, this shall be specified in the PO.

Suppliers shall invoice on completion of the Services unless otherwise specified in the PO.

The Supplier shall provide, with each invoice, supporting information such as timesheets and expense forms signed by the Client, and any other supporting information as defined



in the PO, together with a Progress Statement summarising the Services provided in the period to which the invoice relates.

Invoices shall state ARC PO Number and Job Number (found on the PO) to which they relate. They shall also state the Account Sort Code and Account Number to which payment is to be made

Invoices together with any supporting material required must be submitted as a single PDF file to [accounts@consultarc.com](mailto:accounts@consultarc.com).

Invoices shall be established in the currency as set out in the PO.

Invoices shall show separately the amount of Taxes applicable and quote the Supplier's Tax Number.

Expenses must be charged net of Tax.

Payment of undisputed invoices shall be made within 30 days of receipt by bank transfer to the account indicated on the invoice unless otherwise approved by the Finance Manager.

Should ARC dispute all or part of an invoice, ARC shall return the invoice to the Supplier within 7 days specifying in writing the reasons for disputing it. If ARC does not dispute all or part of an invoice within 7 days (in writing) it shall pay the undisputed part of any invoice in full within 30 days. If part or all of an invoice is disputed, once the dispute is resolved, the disputed amount shall be paid within 7 days.

Payment of any invoice shall not prejudice the right of ARC to contest in writing any sum(s) improperly paid within the 12 months of any such payment. Any claim so exercised and recognised as well founded shall result in re-imburement by the Supplier within 30 days of any such claim. Any payment not contested by ARC shall be deemed to be definitive.

Invoices should be submitted promptly in accordance with the invoicing arrangements defined in the PO. ARC reserves the right to reject any invoice submitted by the Supplier after 3 months following the first date at which it could have been raised.

No payment shall be made to the Supplier for periods during which the Service is not carried out.



IN WITNESS WHEREOF, the parties have duly executed this Agreement the day and year last set forth below.

For and on behalf of the Supplier

Supplier Name \_\_\_\_\_

Supplier Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_

Signatory Name (print) \_\_\_\_\_

Signatory Position (print) \_\_\_\_\_

Date \_\_\_\_\_

For and on behalf of Abbott Risk Consulting Limited

Signature 

Signatory Name (print) Andy Topham

Signatory Position (print) Commercial Manager

Date \_\_\_\_\_